

Minutes of July 16, 2024  
Mayor and Board of Aldermen

MUNICIPAL DOCKET  
REGULAR MEETING OF JULY 16, 2024  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
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- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- VI. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. July 2, 2024 Regular & Executive Session
    - b. July 9, 2024 Work Session
  - 2. PLANNING & DEVELOPMENT COMMISSION
    - a. July 11, 2024 Regular
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 071624
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
  - 1. Special Event App – City of Long Beach; 4<sup>th</sup> of July Jubilee
  - 2. Energy Efficient Business Solutions – MS Power
  - 3. Zeta Roof Repair Program – Mississippi Center for Justice; Ashley Richardson
  - 4. Paving Discussion – Alderman Brown
  - 5. Harbor Discussion – Alderman Brown
  - 6. W. Old Pass Road Zoning Issue – Alderman Frazer
  - 7. Donation of New Portion of Kux Rd – Long Beach Water Management District
- XII. DEPARTMENTAL BUSINESS
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
    - a. Fire Dept – Step Increase (3); Resignation (1); Part-Time New Hire (1)
    - b. Police Dept – Step Increase (3); FTO Pay (1)
    - c. Library – Step Increase (1)
  - 3. CITY CLERK
    - a. Revenue/Expense Report June 2024
    - b. Administrative Services Agreement – Acuity Group of Mississippi, LLC
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
    - a. Non-Compensated Special Investigator Contract; MS Bureau of Narcotics
  - 6. ENGINEERING
    - a. Project Closeout – Trautman Basin Sewer Improvements
    - b. Fee Adjustment – Overstreet & Assoc; Trautman Basin Sewer Improvements
  - 7. PUBLIC WORKS
  - 8. RECREATION
  - 9. BUILDING OFFICE
    - a. Subdivision Ordinance Changes
  - 10. MUNICIPAL COURT
  - 11. HARBOR
  - 12. COMMUNITY AFFAIRS
  - 13. DERELICT PROPERTIES
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in July, 2024, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

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No public comments were made.

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

- July 2, 2024 Regular
- July 2, 2024 Executive Session
- July 9, 2024 Work Session

\*\*\*\*\*

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated July 11, 2024, as submitted.

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed on Docket of Claims number 071624.

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Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by City of Long Beach for 4<sup>th</sup> of July Jubilee:



**SPECIAL EVENT APPLICATION**

Date Received By Clerk's Office: 7/2/24 Time: \_\_\_\_\_ By: CS

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

**SUMMARY OF EVENT**

Event Title: Long Beach 4<sup>th</sup> of July Jubilee

Please give a brief description of the proposed event:

This event is a community wide day full of free and fun activities. (festival, parade, concert, fireworks)

Event Day Date (s): June 29, 2025 <sup>Saturday</sup> Event Time (s): 11:00am - 10:00pm

Set-Up Date & Time: 7:00 am Tear-Down Date & Time: 10:00pm

Event Location: ☒ Town Green ☒ Downtown ☐ Other – Public Park or Right of Way

Event Location Description: Town Green, Jeff Davis Ave, 4<sup>th</sup> Street

Sponsoring Organization's Legal Name: Courtney Cuevas

Organization Agent: City of Long Beach

Phone: 863-1556 Home: \_\_\_\_\_ Cell: 297-2191 During Event

Agent's Address: \_\_\_\_\_

Agent's E-mail Address: Courtney.cuevas@cityoflongbeach.ms.com

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

How many years has this event occurred? 2 years

Adopted by MBOA 03/13/24

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

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

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

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

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

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

\*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

If yes, are liquor license and liquor liability insurance attached? YES NO

**ATTENDANCE:** What is expected (estimated) attendance for this event? 2,000

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

\*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

**RESTROOMS:** Are you planning to provide portable restrooms at the event? YES ☒ NO

If yes, how many? \_\_\_\_\_

**GARBAGE RECEPTABLES:** Are you planning to provide additional garbage cans at the event? YES ☒ NO If yes, how many? \_\_\_\_\_

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptables in the immediate area of the event venue and then identify the

Adopted by MBOA 03/19/24

## Minutes of July 16, 2024 Mayor and Board of Aldermen

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

Police assistance with parade & concert in streets

Fire assistance & police assistance with fireworks

**INSURANCE:** All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy.

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

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

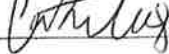
All food vendors must be approved by the Harrison County Health Department.

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

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

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

6/13/24



Date

Signature of Sponsoring Organization's Agent

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

Adopted by Alder Board 03/19/24

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

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

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

Police Dept: \_\_\_\_\_ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_  
Fire Dept: \_\_\_\_\_ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_  
Public Works: \_\_\_\_\_ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_  
Traffic Eng: \_\_\_\_\_ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_  
Parks/Rec: \_\_\_\_\_ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Have businesses been notified for street closures?: YES NO

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

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

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

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

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

Adopted by MBOA 03/19/24

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CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT  
TOWN GREEN

June 29, 2025  
Saturday  
4th of July Jubilee  
7:00 AM - 10:00 PM  
Event: 11:00 AM - 10:00 PM  
Town Green

Group / Individual Name (Permit tee):  
City of Long Beach  
Telephone Number: 228-863-1556 228-297-2191  
Home Work Cell  
Street Address: 201 Jeff Davis Ave  
City Long Beach State MS Zip 39560  
Type of Event: Long Beach 4th of July Jubilee  
Start Time: 7:00 am  
Closing Time: 10:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
June 29, 2025  
(Date)  
Saturday

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

Signature [Signature] Date: 6/13/24

Rental Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Deposit Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Clean-up Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY


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

WHEREFORE, PREMISES CONSIDERED:

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

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

This, the 13<sup>th</sup> day of June, 2024.

Authorized Signature 

Witness 



## Minutes of July 16, 2024

### Mayor and Board of Aldermen

#### LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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


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

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

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

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

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

Initial 

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**FEES:**

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

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

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

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

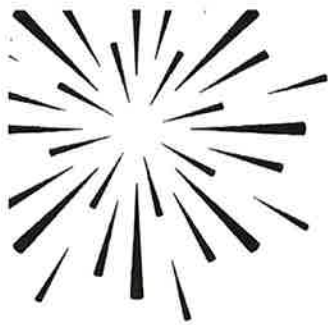
**Security Personnel** - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will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

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

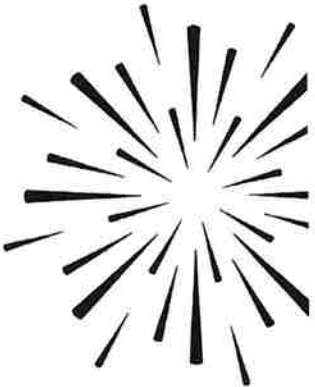
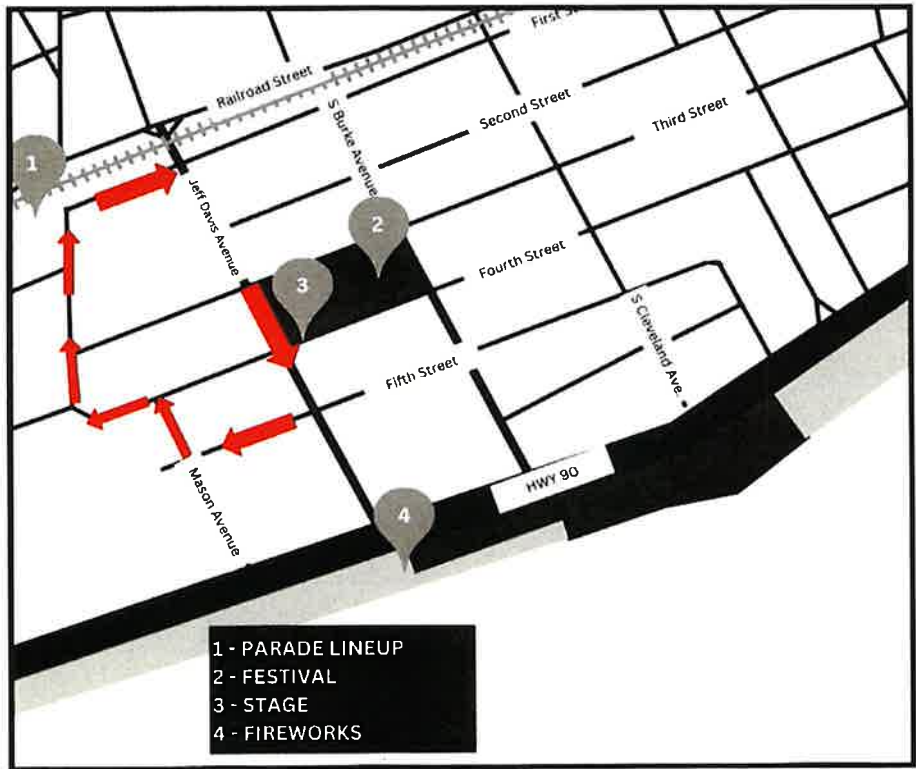
★ **Cancellation Policies:** should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present,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

Initial CL

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Long Beach  
4th of July Jubilee  
Map



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The Mayor recognized Mr. Larry Barr, Account Manager of Efficient Power and Light, who spoke about Energy Efficient Business Solutions program from Mississippi Power. He explained that this program is for commercial properties with HVAC units under 50 tons. The purpose of the program is to provide cleaning of the inside and outside units to promote cost savings. After discussion, Alderman Frazer made motion seconded by Alderman Bennett and unanimously carried to authorize the City's participation in aforementioned program.

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The Mayor recognized Ms. Ashley Richardson from the Mississippi Center for Justice who spoke regarding the Heir’s Property Campaign and Zeta Roof Repair Program Community Outreach. After discussion, Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to authorize the Center for Justice to provide presentations to the community regarding the aforementioned programs.

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There came on for discussion Paving, whereupon Alderman Brown requested an update on the paving of Pineville Road from Beatline Road to Espy Avenue. BJ Sellers of Gulf Pride Paving who estimated the project would begin mid-August and should be complete by the end of August.

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There came on for discussion Harbor, whereupon Alderman Brown requested an update on the pile driving efforts in the Harbor. City Engineer David Ball explained that the contractor, J. E. Borries was delayed in pile installation due to weather and wave conditions, but specialty testing equipment has been obtained to perform underwater testing on the remaining 3 test piles. A schedule for the contractor to perform the work is currently being developed.

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There came on for discussion W. Old Pass Road Zoning Issue, whereupon Alderman Frazer apprised the Board that according to City Advisor Bill Hessell, the property at 415 W. Old Pass Road would still be eligible to retain its commercial usage status as long as no improvements to the structure exceed the current building footprint, even if the property changes hands. Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to accept the aforementioned opinion of Mr. Hessell and record in the minutes of the meeting.

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There came on for discussion the following letter from Dukes, Keating, Hatten, McRaney, Blum, P.A. on behalf of the Long Beach Water Management District regarding Kux Road:

**LAW OFFICES OF**  
**DUKES, KEATING,**  
**HATTEN, MCRANEY, BLUM, P.A.**

Walter W. Dukes  
Hugh D. Keating  
W. Edward Hatten, Jr.  
Trace D. McRaney  
Je'Nell B. Blum\*  
Heley E. Schultz  
G. Martin Warren, Jr.\*\*

13334 Seaway Road, Suite 203  
Gulfport, MS 39503  
Telephone: 228-868-1111  
Facsimile: 228-863-2886  
[www.dkhmb.com](http://www.dkhmb.com)

Bobby R. Long  
Of Counsel  
  
William F. Dukes  
(1927 - 2003)  
Phillip W. Jarrell  
(1959 - 2014)  
Cyril T. Faneca, Jr.  
Retired

\*also licensed in CA  
\*\*also licensed in LA

June 28, 2024

The Honorable George Bass  
Mayor of the City of Long Beach  
201 Jeff Davis Avenue  
Long Beach, MS 39560

Regarding: Long Beach Water Management District  
Canal No. 1 Improvement Project  
Donation of Re-Constructed Kux Road

Dear Mayor Bass:

We are writing to you at the request of the Commissioners for the Long Beach Water Management District regarding donation of the newly constructed portion of Kux Road to the City of Long Beach for future ownership, post-completion of the construction project.

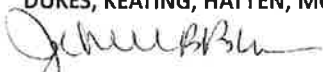
The Commissioners are of the opinion that once the construction of Kux Road and completion of the Canal No. 1 Improvement Project have concluded, it would be in the best interests of all parties for this newly constructed portion of Kux Road to be donated back to the City of Long Beach.

It would be greatly appreciated if you would let us know if you are in agreement with this being donated to the City of Long Beach, and whether there are any specific requirements, other than those currently included in the project plans and specifications, of which we need to be aware. If so, please advise as to the appropriate person and or department to communicate with moving forward in this regard.

We look forward to hearing from you in the near future regarding this matter.

Sincerely,

**DUKES, KEATING, HATTEN, MCRANEY, BLUM, P.A.**

  
Je'Nell B. Blum

JBB/sas

After further discussion, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to table this matter until further information could be obtained.

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There came on for discussion striping of Commission Road near Klondyke Road, whereupon Mayor Bass apprised the Board of the efforts of Harrison County to have the striping completed before school starts on July 29, 2024. At the request of Mayor Bass, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to direct City Engineer David Ball to obtain quotes for temporary striping in aforementioned area in the event Harrison County can't meet the July 29, 2024 completion date.

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There came on for discussion paving on N. Island View Road, whereupon at the request of Mayor Bass, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to direct City Engineer David Ball to obtain quotes to pave approximately 500 ft of N. Island View.

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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:

Fire Department:

- Step Increase, Lieutenant Mikael Ingram, FS-12-VI, effective August 1, 2024
- Step Increase, Firefighter Michael Paul, FS-9-V, effective August 1, 2024
- Step Increase, Firefighter Jessie Peterson, FS-9-IV, effective August 1, 2024
- Resignation, Firefighter Dillon Arriola, effective July 30, 2024
- Part-Time New Hire, Firefighter Johnathan Malley, \$16.50 per hour, effective July 10, 2024

Police Department:

- Step Increase, Police Officer 1<sup>st</sup> Class Breccan McCarthy, PS-9-I, effective August 16, 2024
- Step Increase, Police Officer 1<sup>st</sup> Class Kenneth Rhodes, PS-9-II, effective August 1, 2024
- Step Increase, Police Officer 1<sup>st</sup> Class Mason Yeager, PS-9-I, effective September 16, 2024
- FTO Pay, Police Officer 1<sup>st</sup> Class Jeremy Castillion, effective July 16, 2024

Library:

- Step Increase, Librarian Cataloger Rebecca Scott, CSA-4-III, effective August 1, 2024

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Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to accept the June 2024 Revenue/Expense Report, as submitted.

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Administrative Services Agreement with Acuity Group of Mississippi, LLC, and authorize the Mayor to execute same:

Revised 2020-06-01 MS

Acuity Group of Mississippi, LLC  
Administrative Services Agreement

This Administrative Services Agreement ("Agreement"), effective, October 1, 2024 (the "Effective Date"), made and entered into by and between CONTRACTOR having its principal place of business at 1022 Highland Colony Parkway, Suite 202, Ridgeland, Mississippi, 39157, for itself and on behalf of its Affiliates ("Contractor"), and:

Name of Client: City of Long Beach  
Organized in: MS  
Address: P.O. Box 929, Long Beach, MS 39560

("Client"), sets forth the agreement whereby the Contractor agrees to provide Services to Client according to the terms and conditions hereinafter provided. Each individual project assignment under this Agreement will be defined on a numbered statement of work in the form or substantially similar to Exhibit A, attached to this Agreement and labeled "Statement of Work". Each Statement of Work is to be separately executed and when so executed shall become a part of this Agreement. Terms and conditions in any Statement of Work shall supersede any conflicting terms and conditions in this Agreement for only the specific Services and other business terms set forth in the Statement of Work. All Statement of Works, together with the terms and conditions of this Agreement, shall constitute and be collectively construed as this Agreement.

ARTICLE I - CERTAIN DEFINITIONS

"Affiliates" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise.

"Confidential Information" shall mean any and all information furnished or disclosed, in whatever form or medium, by a Transmitting Party, including, without limitation, the material terms and conditions of this Agreement (including all Statements of Work), the Transmitting Party's intellectual property, clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, licensed technology and technology providers, product or service specifications, manuals, agreements, economic and financial information, marketing plans, data, reports, analyses, compilations, statistics, summaries, studies, and any other materials or information, or any materials based thereon, whether written or oral, furnished directly or indirectly by a

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Transmitting Party or any of such Transmitting Party's Representatives. Any technical or business information of a third person furnished or disclosed by the Transmitting Party to the other the Receiving Party shall be deemed "Confidential Information" of the Transmitting Party and subject to the terms of this Agreement. The term "Confidential Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source, other than the Transmitting Party or its Representatives, that is not bound by a confidentiality or similar agreement prohibiting the disclosure thereof, (c) is within the Receiving Party's possession prior to being furnished by a Transmitting Party, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was already in the Receiving Party's possession at time of disclosure by the Transmitting Party, or (d) is independently developed by the Receiving Party, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was developed by the Receiving Party without reference to, use of, or reliance upon the data or information disclosed by the Transmitting Party.

"Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any person, entity, or enterprise, the power, directly or indirectly, either to (i) vote a majority of the voting shares or other voting interests in such person, entity, or enterprise for the election of directors or other governing body of such person, entity, or enterprise or (ii) direct or cause the direction of the management and policies of such person, entity, or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

"Loss" or "Losses" shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

"Party" shall mean either Contractor or Client.

"Parties" shall mean both Contractor and Client.

"Project Manager" shall mean the individual assigned by each of the Parties to be the focal point for communications with the other Party regarding a Statement of Work.

"Receiving Party" shall mean either Party that receives Confidential Information from the other Party.

"Representatives" shall mean any of a Party's directors, officers, employees, agents, attorneys, accountants, advisors and other representatives.



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“Services” shall mean the work, services, projects, assignments, or tasks Contractor shall perform pursuant to this Agreement but specifically set forth in a Statement of Work.

“Statement of Work” shall mean any statement of business terms set forth in an ancillary document substantially in the form of Exhibit A to this Agreement.

“Term” shall mean the duration of performance under this Agreement as may be set forth in any Statement of Work.

“Transmitting Party” shall mean either Party that transmits, furnishes, or discloses Confidential Information to the other Party.

### ARTICLE II - SCOPE OF WORK

**2.1 Scope of Work.** Each Statement of Work, together with its exhibits and attachments, if any, will define the scope of work for Services. Each Statement of Work may include as necessary descriptions of the Services, identified Project Managers, location at which the Services are to be performed, Term, fees, deliverables, and other items as the Parties may elect to include. Following execution of a Statement of Work, additional written and detailed technical specifications for the Services may be attached to a Statement of Work provided both Parties agree in writing to do so (and the writing may consist of an exchange of e-mails, faxes, or other correspondence as the Parties may elect).

**2.2 Work Space and Materials.** Unless otherwise set forth in a Statement of Work, if necessary and upon Contractor’s reasonable request Client shall provide workspace, general office supplies, and appropriate access to Client’s data and personnel at Client’s facilities. Any additional or unusual materials needed by Contractor’s personnel in connection with the performance of Services hereunder shall be provided by Contractor or as otherwise specified in the corresponding Statement of Work.

**2.3 Highest Professional Standards.** Contractor and Contractor’s personnel shall perform the Services set forth in each Statement of Work using only the highest professional standards while maintaining full compliance with Client’s reasonable and necessary technical and security standards and procedures.

**2.4 Change Control.** During the course of Contractor’s performance of Services, Client may desire a change in the scope of the Services as defined in a Statement of Work. Client’s requests for changes shall be made in writing and delivered to the Contractor. Both Parties will review the proposed change and determine the effect that the implementation of the change will have on price, schedule, and other terms and conditions of the Statement of Work in question. Upon completion of the review, any changes in price, schedule, or other terms will be documented either by an amendment to or a sequentially numbered replacement of the Statement of Work

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in question.

ARTICLE III - PERSONNEL

- 3.1 Subcontracting.** Contractor may subcontract discreet portions of the Services to any Affiliate of Contractor without obtaining permission from Client. Unless set forth in a Statement of Work, Contractor may subcontract discreet portions of the Services to any third party only with Client's prior written permission.
- 3.2 Contractor's Employees.** Personnel used or supplied by Contractor in the performance of any portion of the Services shall be employees or agents of Contractor and under no circumstances are such personnel to be considered employees or agents of Client. Contractor shall have the sole responsibility for the conduct of its employees and agents, and for payment of their entire compensation, including salary, withholding of income and social security taxes, worker's compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations towards all of its employees and agents under all applicable laws.
- 3.3 Qualifications and Replacement.** Contractor shall have the right to designate that any of its employees or agents be removed from any project or portion of the Services and replaced with other personnel when necessary and appropriate. Contractor agrees to maintain a consistently high skill level among all initial and replacement personnel.
- 3.4 Project Managers.** Each Party will designate in each Statement of Work the name, business address, and telephone number of a Project Manager who will be responsible for representing that Party in all technical matters concerning the Statement of Work. All transfer of deliverables and communications regarding the scope of work under such Statement of Work shall be accomplished through the Project Managers. In addition, the Project Managers will control all changes to a Statement of Work. Either Party may change the person designated to be its Project Manager for any Statement of Work at any time upon written notice to the other Party.
- 3.5 No Hiring of Other Party's Employees.** Each Party agrees not to hire any employee of the other Party without the prior written permission of the other Party, both during such time as the performance of Services under a Statement of Work is pending and for a period of six (6) months following the termination of this Agreement. This provision shall not apply to employees of either Party responding to advertisements made in media circulated to the general public at large.

ARTICLE IV - FEES, INVOICES, PAYMENT, TAXES, TERMINATION

- 4.1 Fees/Invoices/Payment.** Contractor's fees shall be set forth in the applicable Statement

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of Work. Unless the applicable Statement of Work shall designate otherwise, Contractor shall submit monthly invoices for all Services performed. Contractor shall invoice Client monthly for travel or other permitted expenses incurred, and shall include receipts and supporting data for such expenses.

**4.2 Taxes.** Contractor shall invoice Client and Client shall reimburse Contractor for any taxes actually paid by Contractor which are imposed upon Contractor by any governmental agency as a result of this Agreement with the exception of taxes based on Contractor's income, status (such as governmental licenses to perform the Services), property, and equity.

**4.3 Contractor's Travel.** Client shall reimburse Contractor for reasonable travel expenses incurred by Contractor's personnel for travel as approved by Client's Project Manager. In order to be eligible for reimbursement, all such expenses must be in compliance with Client's then current travel reimbursement policy for Client's employees (if Client does not have a travel expense reimbursement policy, then Client shall reimburse Contractor using Contractor's then current travel reimbursement policy). All other expenses incurred by Contractor in performance of the Services and subject to reimbursement must be approved in advance by Client's Project Manager.

**4.4 Termination.** Each Statement of Work shall state the Term for that particular Statement of Work; however, this Agreement will continue in force for so long as any Services are being performed by Contractor under any Statement of Work. In the event either Party or any of its employees or agents breach a material term of this Agreement or any Statement of Work, the other Party may elect to terminate this Agreement by giving the breaching Party notice of the breach and (a) demand to cure the breach of a material term within thirty (30) days if the breach can reasonably be cured, or (b) notice of immediate termination of this Agreement if the breach of a material term cannot reasonably be cured. In addition to termination, the non-breaching Party may pursue any other remedies it may have under this Agreement or under law.

## ARTICLE V – CONFIDENTIALITY AND PROPRIETARY RIGHTS

**5.1 Treatment of Confidential Information.** During the Term, the Receiving Party and its Representatives shall keep Confidential Information confidential and shall not, without the Transmitting Party's prior written consent, disclose any of the Confidential Information in any manner whatsoever, in whole or in part, to third parties. The Receiving Party agrees to reveal the Confidential Information only to Representatives who need to know in order to facilitate the Services, who are informed by the Receiving Party of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Agreement. Without the Transmitting Party's prior written consent, the Receiving Party shall not disclose the Confidential Information or any of the terms and conditions of this Agreement to any person, entity, or enterprise who or which is not an Affiliate of the Receiving Party.

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**5.2 No License Granted.** Nothing herein shall be construed as granting any right or license under any copyrights, inventions, patents, trademarks, trade names, trade secrets, know-how, or any other property right, now or hereafter owned or controlled by the Transmitting Party. The Receiving Party acknowledges and agrees that it will use the Confidential Information solely for the purpose contemplated by this Agreement and for no other purposes of any kind whatsoever.

**5.3 Ownership of Work Product.** For all work product created under this Agreement, Client and its employees and agents hereby assign, cede and grant to Contractor all rights to possession of, and all right, title, and interest, including all patent rights and copyrights and the right to prepare and exploit derivative works, in the work products created under this Agreement, in whatever form or medium captured, and in and to all physical and electronic materials, papers, and documents (including drawings), and copies, abstracts, and summaries thereof, which may come into their possession in any manner by reason of Contractor's performance of the Services or this Agreement. The provisions of this Section do not apply to any material or data previously belonging to Client or lawfully acquired by Client in a manner independent of this Agreement.

**5.4 Return of Confidential Information.** Upon termination of this Agreement, the Receiving Party shall promptly redeliver all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions in whole or in part of such written material. All documents, memoranda, notes, or other writings whatsoever based on the Confidential Information shall be returned or destroyed, and such return or destruction shall be certified in writing to the Transmitting Party by an authorized officer of the Receiving Party supervising the return or destruction. If after commercially reasonable efforts a Receiving Party determines that it can neither return nor destroy the Confidential Information received from the Transmitting Party and stored electronically on the Receiving Party's information technology systems, then the Receiving Party shall take all appropriate measures to maintain the Confidential Information in the manner as required by this Agreement for so long as the Confidential Information remains on Receiving Party's systems and, when appropriate, to dispose of its systems in a manner calculated to destroy the Confidential Information. The requirements of confidentiality set forth in this Article shall survive the return or destruction of such Confidential Information.

**5.5 Protection of Confidential Information in Legal Proceedings.** The Receiving Party acknowledges the competitive value and confidential nature of the Confidential Information and that disclosure thereof to any third party could be competitively harmful to the Transmitting Party. In the event that the Receiving Party or any party to whom it transmits the Confidential Information in accordance with the terms and conditions of this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Transmitting Party with prompt written notice of the mandated disclosure so that the Transmitting Party may seek a protective order or other appropriate remedy. In the event that

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such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required and the Receiving Party shall exercise its reasonable best efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

**5.6 Enforcement of Rights to Confidential Information.** The Receiving Party acknowledges and agrees, given the nature of the Confidential Information and the competitive damage that would result to the Transmitting Party if information contained therein were to be disclosed to any third party or used for any purpose not contemplated under this Agreement, that money damages would not be sufficient remedy for any breach of this Agreement by the Receiving Party, and that, in addition to all other rights and remedies, the Transmitting Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection therewith.

#### ARTICLE VI – WARRANTIES AND INDEMNIFICATION

**6.1 Ethics.** Contractor warrants that it has given no commissions, payments, kickbacks, lavish gifts, entertainment, or other things of value to any employee or agent of Client in connection with this Agreement. Contractor shall notify Client of any solicitation by any of Client's employees or agents for any payments, gifts, entertainment, or other things of value.

**6.2 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY WARRANTIES TO THE OTHER, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO THE SERVICES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**6.3 Indemnification.** Each Party shall save, protect, defend, indemnify, and hold the other Party and its Affiliates and their respective officers, directors, employees, agents, successors and assigns (each an "Indemnitee") harmless from and against any and all Losses and threatened Losses arising out of its (i) negligence or intentional misconduct on the part of its employees or its permitted subcontractors, (ii) misrepresentation of any material facts to the other Party, or (iii) damage to property or injury (including death) to any persons it causes. As conditions to an indemnifying Party's obligations under this Section, an Indemnitee shall (a) give the indemnifying Party prompt written notice of the claim, action, or suit (provided that the failure by the Indemnitee to provide prompt written notice shall not relieve the other Party from any of its obligations hereunder, except to the extent the other Party is actually prejudiced thereby), (b) reasonably cooperate with the indemnifying Party in the defense and settlement of such claim, action or suit, and (c) give the indemnifying Party authority to control the defense of the claim, action or suit and any settlement negotiations, provided the indemnifying Party and any of its applicable insurance carriers have accepted the duty to indemnify the Indemnitee and have demonstrated to the Indemnitee's satisfaction (based upon

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commercially reasonable analysis) that the indemnifying Party and its applicable insurance carrier are financially capable of fully indemnifying the Indemnitee.

ARTICLE VII – HIPAA AND BUSINESS ASSOCIATE PROVISIONS

**7.1 Business Associate.** The Parties wish to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the rules promulgated thereunder, specifically including the requirements applicable to a “Business Associate” (as defined by HIPAA and the regulations thereunder) and its handling of Protected Health Information (“PHI”) under the Security Regulations (45 CFR Part 160 and 164, Part C, hereinafter “Security Standards”) and Implementation Specifications (45 CFR part 160 and 164, subpart C, hereinafter the “Security Rule”); and the Standards for Privacy of Individually Identifiable Health Information (45 CFR part 160 and 164 subparts A and E, hereinafter the “Privacy Rule”) promulgated under HIPAA and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to Business Associates, along with any guidance and/or regulations issued by the U.S. Department of Health and Human Services. *Capitalized terms set forth in this Article shall have that meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule and/or in the HITECH Act.* The “Breach Notification Rule” is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D. In the event of any inconsistency between this Agreement and the Privacy, Security, or Breach Notification Rules, the requirements set forth in those Rules shall control.

**7.2 Undertaking Regarding PHI.** If and to the extent Contractor shall process or come into possession of PHI, Contractor agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Contractor will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Client as required by the Security Rule at 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312 and 164.316. Contractor also shall develop and implement policies and procedures and meet all applicable Security Rule documentation requirements. To the extent Contractor is to carry out Client’s duties and obligations under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to Client’s duties and obligations under the Privacy Rule.

**7.3 Mitigation and Reporting.** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor from a use or disclosure of PHI by Contractor in violation of this Agreement. Contractor will report to Client within 72 hours of discovery any use or disclosure of PHI not provided for by this Agreement, any Security Incident of which it becomes aware, and any Breach of Contractor’s systems exposing Unsecured PHI. Contractor

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shall cooperate with Client in investigating the Breach and in meeting Client's obligations under the Breach Notification Regulation. Any report by Contractor shall include the identification (if known) of each individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed during such Breach. Contractor's report shall:

- a. Identify the nature of the non-permitted access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
- b. Identify Client's PHI accessed, used, or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
- c. Identify who made the non-permitted access, use, or disclosure and who received the non-permitted disclosure;
- d. Identify what corrective action Contractor took or will take to prevent further non-permitted access, uses, or disclosures;
- e. Identify what Contractor did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
- f. Provide such other information, including a written report, as Client may reasonably request.

Contractor will report to Client any attempted or successful unauthorized access, use, disclosure, modification, or destruction of Client's Electronic PHI or interference with Contractor's information systems of which Contractor becomes aware.

**7.4 Standards.** If Contractor conducts any Electronic Transactions for or on behalf of Client for which the Department of Health and Human Services has established standards, Contractor will comply, and will require any of its subcontractors or agents involved with the conduct of such Transactions to comply, with each applicable requirement of 45 CFR Part 162. Contractor will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Electronic Transactions for or on behalf of Client that do not comply with the requirements of 45 CFR Part 162. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Client's PHI, agrees in writing to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information. Moreover, Contractor shall ensure that any such agent or subcontractor agrees in writing to implement reasonable and appropriate safeguards to protect Client's PHI.

**7.5 The Data.** Contractor's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. In addition, Contractor also agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under the Privacy and Security Rules. If Contractor maintains any PHI in a designated record set for Client, Contractor agrees:

- a. to provide access, at the request of Client, and in the time and manner reasonably designated by Client, to the PHI in a Designated Record Set, or, as directed

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by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524 and, where applicable, the HITECH Act. Contractor shall make such information available in an electronic format where reasonably directed by Client; and

- b. make any amendment(s) to PHI in a Designated Record Set that Client reasonably directs or agrees to pursuant to 45 CFR Part 164.526 at the request of Client or an Individual, and in the time and manner designated by Client.

**7.6 Inspections and Reports.** Contractor agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Client, available to Client or to the Secretary for purposes of the Secretary's determining Client's compliance with the Privacy Rule. Contractor agrees to provide Client with the documentation within 15 days of any unauthorized disclosure without request by Client. Such documentation shall be sufficient to allow Client to respond to an individual request for accounting of disclosures of PHI under 45 CFR Part 164.528. Contractor further agrees to maintain this documentation and respond to requests for accounting of disclosures made by individuals to Contractor. Contractor also agrees to document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Part 164.528. Where Contractor is contacted directly by an individual based on information provided to the individual by Client and where so required by any accompanying regulations, Contractor shall make such Disclosure of Information available directly to the Individual.

**7.7 Use of PHI By Contractor.** Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for or on behalf of Client for the purposes stated in one or more Statements of Work or separate agreements defining the business relationship and obligations of the Parties, provided that such use or disclosure would not violate the Privacy Rule if done by Client. Except as otherwise limited in this Agreement, Contractor may disclose PHI for the proper management and administration of Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached. Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation of De-Identification services to Client as permitted by 45 CFR Part 164.504(e)(2)(i)(B). Contractor may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Part 164.502(j)(1). Contractor shall not directly or indirectly receive payment in exchange for PHI except where permitted by the Agreement and consistent with applicable law. Contractor shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes



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except where permitted by Agreement and consistent with applicable law.

**7.8 Material Breach.** Upon Client's knowledge of a material breach of this Article by Contractor, Client may: (a) provide an opportunity for Contractor to cure the breach or end the violation, and terminate the Agreement if Contractor does not cure the breach or end the violation within the time specified by Client; (b) immediately terminate the Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or (c) if neither termination nor cure is feasible, Client shall report the violation to the U.S. Department of Health and Human Services. Contractor may terminate this Agreement if it determines, after reasonable consultation with Client, that Client has breached any material provision of this Article and upon written notice to Client of the breach, Client fails to cure the breach within 30 days after receipt of the notice.

**7.9 Return of PHI Upon Termination.** Upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from Client or created or received by Contractor on behalf of Client. This provision shall apply to PHI received from Client that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI received from Client. In the event that Contractor determines that returning or destroying such PHI is not commercially feasible, Contractor shall notify Client that destruction of the PHI received from client is not commercially feasible and shall protect it to the same extent as Contractor shall protect Confidential Information received from Client which will be remaining on Contractor's information technology systems for the same reasons.

#### ARTICLE VIII - GENERAL PROVISIONS

**8.1 Entire Agreement; Amendment.** The making, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement, including all Statements of Work and any attachments to Statements of Work, collectively constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, whether written or oral, with respect to such subject matter. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified or amended except in writing signed by the Parties.

**8.2 Notices.** All notices, requests, demands, or other formal communications hereunder, including notices of change of address, shall be in writing, and either personally delivered, sent by certified mail, or sent by overnight mail using a nationally recognized courier, to the address first set forth in this Agreement of the receiving Party. Notices will be deemed effective upon personal delivery, three (3) business days after mailing if sent by certified mail, or the next business day if sent by overnight mail by a nationally recognized courier.

**8.3 Third Party Beneficiaries.** This Agreement is entered into by and between, and may

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be enforced only by, the Parties, and this Agreement shall not be deemed to create any rights in third parties (other than the Parties' permitted successors and assigns and any persons entitled to indemnification hereunder), including suppliers and customers of a Party, or to create any obligations of a Party to any third parties.

**8.4 Force Majeure.** No Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is from causes outside the reasonable control of a Party. Such causes may include fire, flood, earthquake, natural disasters or other acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like, provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including disaster recovery services, if any). In such event the non-performing Party shall be excused from further performance of the obligations so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance without delay. Any Party so delayed in its performance shall immediately notify the other Party by telephone (to be confirmed in writing within twenty-four (24) hours of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. Should any event set forth in this Section delay the performance by a Party for thirty (30) days or more, the other Party may terminate this Agreement upon written notice to the delayed Party.

**8.5 Assignment.** Neither Party may assign the Agreement or subcontract its duties and obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or conditioned; consent may be conditioned upon the assigning or subcontracting Party's reasonable assurance that the assignee or subcontractor can adequately perform the assigning or subcontracting Party's duties and obligations in the same manner and on the same terms and conditions as the assigning or subcontracting Party. Either Party may make an assignment, in whole or in part, of any of its rights or obligations under this Agreement to an Affiliate, a third party to whom the applicable business has been sold (provided the purchaser of the business provides the other Party reasonable assurance of its ability to perform under this Agreement and its financial condition), one or more successors in interest that agree to be bound by all terms and conditions of this Agreement, or a third party to whom Contractor outsources work reasonably related to the subject matter hereof. Each Party shall cause its permitted assigns to be bound by the terms of this Agreement. Any attempted non-permitted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of each Party and its permitted successors and assigns. In the event Contractor acquires other businesses or entities which would then be included within the definition of Affiliate, the terms and conditions of this Agreement and any Statement of Work hereunder shall, at the option of Contractor, inure to the benefit of the acquired entity, regardless of the acquired entity's then currently having any agreement with Client.

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**8.6 Choice of Law and Jurisdiction** THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI, USA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION IN MADISON COUNTY, MISSISSIPPI, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS.

**8.7 Waiver of Consequential Damages** Neither Party shall have liability to the other with respect to their obligations under this Agreement for special, consequential, exemplary, incidental, or punitive damages even if they had been advised of the possibility of such damages.

**8.8 No Other Relationship/Obligations** Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other Party, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization, agency relationship, or employment relationship.

**8.9 Trademarks and Publicity** Neither Party shall have any right to use any marks, names, slogans, logos, or designations of the other Party, unless otherwise agreed to in writing by the other Party. Nothing contained herein shall be deemed to grant either directly or by implication, estoppel, or otherwise, any license under any patents, copyrights, trademarks, service marks, or other intellectual property rights of one Party to the other Party. In no event shall either Party issue a press release or make any public statement concerning the other Party without the prior written permission of the other Party.

**8.10 Waiver** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**8.11 Construction; Severability** This Agreement has been negotiated by the Parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and provisions and without any strict construction in favor of or against either Party. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the finding shall not affect any of the other terms or provisions of this Agreement; however, the term or provision found to be unenforceable shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights

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and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and undertakings of the Parties set forth in the remainder of this Agreement. The headings used in this Agreement are for reference purposes only, and will not be deemed to limit, expand, or in any way affect the interpretation of any term or provision of this Agreement.

**8.12 Counterparts.** This Agreement may be executed in one or more counterparts, and if in more than one counterpart each, when taken together, shall constitute one and the same instrument.

**8.13 Cumulative Remedies.** Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law or in equity.

**8.14 Survival.** The provisions of this Agreement which are stated herein to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this Agreement.

**8.15 Insurance.** Upon complete execution of this Agreement, Contractor shall provide Client with a certificate of insurance which establishes that Contractor has the coverage listed therein. The insurance policies to be listed in the certificate may include, as appropriate for the Services, automobile liability, commercial general liability, errors and omissions, umbrella liability, and workers compensation.

**8.16 No Fiduciary or Professional Liability.** IN THE PERFORMANCE OF THE SERVICES, CONTRACTOR SHALL NOT BE RENDERING LEGAL, TAX, ACCOUNTING, OR INVESTMENT ADVICE, NOR WILL CONTRACTOR BE DEEMED A FIDUCIARY OF CLIENT NOR THE EMPLOYER OR JOINT EMPLOYER OF CLIENT'S EMPLOYEES OR CONTRACTORS. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ENSURING CLIENT'S COMPLIANCE WITH, NOR WILL IT PROVIDE LEGAL OR OTHER FINANCIAL ADVICE TO, CLIENT WITH RESPECT TO FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, OR ORDINANCES. THE FOREGOING SHALL NOT EXEMPT THE PARTIES FROM THEIR RESPECTIVE OBLIGATIONS TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, AND ORDINANCES IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES AND OBLIGATIONS AS SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Minutes of July 16, 2024  
Mayor and Board of Aldermen

Revised 2020-06-01/115

Client: City of Long Beach

By: George A. Bass  
Title: MAYOR

Contractor: Acuity Group of Mississippi, LLC

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

Minutes of July 16, 2024  
Mayor and Board of Aldermen

Revised 2020-06-01 MS

Statement of Work Number 0000031

This Statement of Work is attached to and becomes, upon execution by both Parties below, a part of the Administrative Services Agreement made and entered into by and between the Parties dated October 1, 2024, and sets forth the specific terms and conditions relating to the Services listed below:

- I. Description of the Services to be performed:
  - Section 125 Premium Only Plan (POP)
  
- II. Term: The Services under this Statement of Work shall commence on the Effective Date and shall continue for a period of one (1) year. On each anniversary of the Effective Date this Agreement shall automatically renew for another term of one (1) year provided that either Party may terminate this Agreement prior to any renewal by giving at least 60 days' written notice to the other Party.
  
- III. Client's Responsibilities:
  - N/A
  
- IV. Fees:

Under a separate Agreement between the Contractor, Life Insurance Company of Alabama and Charles Lowe, the fee schedule is as follows for the first Premium Only Plan document provided.

  - One-time first document pricing of \$250 will be invoiced to Steve Keck.

Upon the need or request for restatement of the Plan, the above-mentioned invoicing arrangements do not apply and will be invoiced to the employer at our standard pricing at the time of the request.

Minutes of July 16, 2024  
Mayor and Board of Aldermen

Revised 2020 06-01 MS

- V. Method of Payment:
- A. Subject to the terms and conditions of the Agreement, payment for Services will be due thirty (30) days after Client's receipt of an invoice.
- B. Client's contact data for purposes of receipt of invoices is:
- |                |                 |
|----------------|-----------------|
| Street Address | N/A             |
| Contact Person | Steve Keck      |
| E-mail         | skeck@licoa.com |
- VI. Names and telephone numbers of the Project Managers:
- |             |                                  |
|-------------|----------------------------------|
| Contractor: | Acuity Group of Mississippi, LLC |
|             | 855-563-9396                     |
| Client:     |                                  |
- VII. Anticipated expenses to be incurred by Contractor and subject to reimbursement by Client (if any):
- N/A
- VIII. Additional terms and conditions (if any):
- N/A

Minutes of July 16, 2024  
Mayor and Board of Aldermen

Revised 2020-06-01 MS

IN WITNESS WHEREOF, the Parties hereto have caused this Statement of Work to be executed effective as of the date last written below.

Client: City of Long Beach

By: George A. Brown  
Title: Mayor  
Date: 7-17-24

Contractor: Acuity Group of Mississippi, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*



**Minutes of July 16, 2024**  
**Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following Non-Compensated Special Investigator Contract with Mississippi Bureau of Narcotics, and authorize the Mayor and Chief of Police to execute same:

**NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT**  
**PURSUANT TO MISS. CODE ANN. § 41-29-112**  
**MADE BY AND BETWEEN**  
**THE MISSISSIPPI BUREAU OF NARCOTICS,**  
**WESLEY MCNEECE, AND LONG BEACH POLICE DEPARTMENT**

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

**1.0 PARTIES**

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" WESLEY MCNEECE, hereinafter referred to as MCNEECE and generally as "SCI;" and LONG BEACH POLICE DEPARTMENT, hereinafter referred to as LONG BEACH PD and generally as "EMPLOYER."

**2.0 SCOPE OF WORK**

All services listed herein are to be performed by MCNEECE unless otherwise noted.

**2.1 Goal**

Pursuant to Mississippi Code Section 41-29-112, the Director of MBN desires the services of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a non-compensated Special Contract Investigator to support its local law enforcement efforts.

**2.2 Scope of Work**

- 2.2.1** SCI will be known and will identify himself/herself as a Special Contract Investigator for MBN when acting under his/her authority as a non-compensated Special Contract Investigator for MBN.
- 2.2.2** SCI agrees and promises to perform services and duties as assigned by the Director of MBN or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Uniform Controlled Substances Law, Mississippi Code Section 41-29-101, *et. seq.* SCI will be assigned duties and have authority to act in cases related to drug investigations with MBN.
- 2.2.3** SCI agrees to faithfully perform the duties assigned to him/her by MBN to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.
- 2.2.4** SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

**Minutes of July 16, 2024**  
**Mayor and Board of Aldermen**

- 2.2.5 SCI agrees to abide by applicable MBN policies, methods, and procedures, including field testing, chain of custody, evidence handling, case reporting, and handling of public funds. MBN agrees to train SCI in such policies, methods, and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of MBN or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition of appointment as a Special Contract Investigator, meet the same requirements imposed on all MBN agents, including background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations, provided that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the discretion of the Director of MBN or his designee or the Commissioner of the Mississippi Department of Public Safety or his designee.
- 2.2.10 SCI agrees to provide MBN upon demand with information required to conduct a background investigation, along with satisfactory results of polygraph and urinalysis testing from sources acceptable to MBN.

**3.0 ELIGIBILITY**

- 3.1 **Certified Law Enforcement Officer**  
SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of Mississippi Code Section 45-6-11 and that he/she holds a valid professional certificate issued by the Mississippi Board of Law Enforcement Officer Standards and Training.
- 3.2 **Firearms Qualification**  
SCI must complete firearms training and meet standards, as required by MBN, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and Employer.
- 3.3 **Non-MBN Employee**  
Pursuant to Mississippi Code Section 41-29-112, SCI shall not be considered an employee of MBN for any purpose. SCI is a regular, full-time employee of LONG BEACH PD and while functioning as such, should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

**4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR**

- 4.1 **No Entitlements of Employment with MBN**

SCI Contract - MCNEECE  
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## Minutes of July 16, 2024

### Mayor and Board of Aldermen

While functioning as a non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, to the extent that said provisions apply generally to MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by MBN or the State of Mississippi through MBN, nor shall SCI be entitled by this contract to coverage by the Mississippi Workers' Compensation Commission as applicable to MBN or the Mississippi Department of Public Safety.

**4.2 No Entitlement to Current or Future Employment**

The relationship now being formed does not guarantee full employment either in the present or future for SCI with MBN or the Mississippi Department of Public Safety.

**4.3 Independent Contractor**

SCI shall be an independent contractor and not receive compensation from MBN or the Mississippi Department of Public Safety.

**4.4 Credentials**

Badges, weapons, and other personal equipment will be furnished by the Employer. MBN will only furnish appropriate credentials for SCI.

**4.5 Legal Representation**

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded to SCI by MBN or the Mississippi Department of Public Safety for claims or criminal charges arising from the performance of duties under this agreement. Said representation must be provided by Employer.

**5.0 PERIOD OF PERFORMANCE**

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. This agreement shall terminate on **JUNE 30, 2025**, unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

**6.0 CONSIDERATION AND PAYMENT**

This is a non-compensated position. The consideration for this contract shall be the provision by MBN of supporting local law enforcement, including LONG BEACH PD, through the addition of Special Contract Investigators to MBN's enforcement efforts.

**7.0 GENERAL TERMS AND CONDITIONS**

This contract is subject to and incorporates the following terms and conditions governing the contract between MBN and SCI for professional services:

SCI Contract - MCNEECE

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# Minutes of July 16, 2024 Mayor and Board of Aldermen

- 7.1 Governing Law**  
This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.
- 7.2 Sovereign Immunity**  
MBN and the Mississippi Department of Public Safety, an agency of the State of Mississippi, in no way waive sovereign immunity, and such shall be controlling over any conflicting provision contained herein.
- 7.3 Termination for Convenience**  
Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, Attn: Director, P.O. Box 720519, Byram, MS 39272, or to SCI at 202 Alexander Road Long Beach, MS 39560. Notice of termination to Employer will also be given by MBN. Notice pursuant to this paragraph shall be deemed sufficient for all purposes.
- 7.4 Termination for Cause**  
Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.
- 7.5 Fitness for Duty Determination**  
MBN shall have sole discretion to determine whether SCI is capable of fully performing the duties required of him/her by this contract.
- 7.6 Assignability**  
SCI acknowledges that he/she was selected by MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not be assigned, subcontract, or otherwise transfer this agreement, in whole or in part.
- 7.7 Waiver**  
SCI agrees and promises to make no claim against the Director of MBN, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of MBN, or against the Mississippi Department of Public Safety, for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.
- 7.8 Insurance**  
SCI agrees and promises that he is an authorized employee of LONG BEACH PD and that prior to entering upon the discharge of duties as a non-compensated Special Contract Investigator, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a non-

SCI Contract - MCNEECE  
Page 4 of 8

Minutes of July 16, 2024  
Mayor and Board of Aldermen

compensated Special Contract Investigator. Said surety bond is attached as "Addendum D." and is incorporated herein by reference. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance that covers SCI's performance of his/her duty as a non-compensated Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

- 7.9    **Miscellaneous**  
Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporation, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under Mississippi Code Section 41-29-112, the Director of MBN designates WESLEY MCNEESE to be a non-compensated Special Contract Investigator of MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

_____ DATE	_____ PHILLIP POPE, A/LTC MBN DIRECTOR
_____ DATE	_____ WESLEY MCNEESE SPECIAL CONTRACT INVESTIGATOR
_____ DATE	_____ PRINT NAME: _____ WITNESS TO SCI SIGNATURE
_____ DATE	_____ CHIEF BILLY SEAL LONG BEACH PD

**Minutes of July 16, 2024**  
**Mayor and Board of Aldermen**

**LIST OF ADDENDUMS TO THE  
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT  
PURSUANT TO MISS. CODE ANN. § 41-29-112  
MADE BY AND BETWEEN  
THE MISSISSIPPI BUREAU OF NARCOTICS,  
WESLEY MCNEECE, AND LONG BEACH POLICE DEPARTMENT**

- Addendum A – LONG BEACH PD’s request for SCI appointment.
- Addendum B – Valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.
- Addendum C - Initial firearms training qualification.
- Addendum D – Surety Bond or Certification from Employer Regarding Insurance Coverage.

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Mayor and Board of Aldermen

ADDENDUM TO THE  
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT  
PURSUANT TO MISS. CODE ANN. § 41-29-112  
MADE BY AND BETWEEN  
THE MISSISSIPPI BUREAU OF NARCOTICS,  
WESLEY MCNEECE, AND LONG BEACH POLICE DEPARTMENT

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint WESLEY MCNEECE to be a non-compensated Special Contract Investigator under Mississippi Code Section 41-29-112 and specifically agree to his/her serving as a non-compensated Special Contract Investigator under the conditions set forth in this contract. I understand that neither MBN nor the Mississippi Department of Public Safety will provide legal representation for WESLEY MCNEECE for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of LONG BEACH PD.

I certify that:

- (1) WESLEY MCNEECE is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of MADISON PD while working as a non-compensated Special Contract Investigator.
- (2) LONG BEACH PD is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of LONG BEACH PD while working as a non-compensated Special Contract Investigator.
- (3) WESLEY MCNEECE has been certified under Mississippi Code Section 45-6-11 by the Board on Law Enforcement Officer Standards and Training, and such certification is current.
- (4) WESLEY MCNEECE has met firearms training requirements of my law enforcement agency, and such required requalification is and will remain current for the duration of this contract.
- (5) WESLEY MCNEECE has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) This request to appoint WESLEY MCNEECE as a non-compensated Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the CITY OF LONG BEACH BOARD OF ALDERMEN.

DATE  
July 16, 2024  
DATE

CHIEF  
PRINT NAME: \_\_\_\_\_  
LONG BEACH MAYOR  
PRINT NAME: GEORGE L. BASS  
George L. Bass

Minutes of July 16, 2024  
Mayor and Board of Aldermen

WITNESS TO MAYOR  
PRINT NAME: Stacy Dahl  
*Stacy Dahl*

\*\*\*\*\*



**Minutes of July 16, 2024**  
**Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve the following Close-Out Package for Trautman Basin Wastewater Improvements:



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

July 12, 2024

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

RE: Trautman Basin Wastewater Improvements

Ladies and Gentlemen:

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

1. Change Order No. 5 Summary
2. Pay Application No. 10 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. Executed Certificate of Substantial Completion
8. Contractor's EEO Clause
9. David Bacon Certification
10. DNA Certified Payroll No. 50 Final
11. Subcontractor Listing Form

Sincerely,

David Ball, P.E.

DB/st:1106  
Enclosure

Biloxi | Long Beach | Pascagoula | Daphne

Minutes of July 16, 2024  
Mayor and Board of Aldermen

Change Order  
No. 5 Summary

Date of Issuance:5/9/2024

Effective Date:5/21/2024

Project:Owner:City of Long BeachOwner's Contract No.:

Contract:Trautman Basin Wastewater ImprovementsDate of Contract:4/18/2023

Contractor:DNA UndergroundEngineer's Project No.:1106

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

Description:

1. Adjust quantities to conform to final field conditions

Attachments: (List documents supporting change):

1

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$976,900.00

(Increase) In Contract Price from previous Change Orders No. 1 to No. 4

\$99,030.00

Contract Price prior to this Change Order:

\$1,065,930.00

(Decrease) In Contract Price due to this Change Order:

(\$27,782.62)

Revised Contract Price incorporating this Change Order:

\$1,038,147.38

Original Contract Times: Working Days 210 Calendar days

Substantial completion (days or date): 12/29/2023

Ready for final payment (days or date):

Change In Contract Time from previous Change Orders No. 1 to No. 4

Substantial completion (days or date): 76

Ready for final payment (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date): 3/14/2024

Ready for final payment (days or date):

Change In Contract Time due to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times incorporating this Change Order:

Substantial completion (days or date): 3/14/2024

Ready for final payment (days or date):

RECOMMENDED:  
(ENGINEER)

ACCEPTED:  
(CONTRACTOR)

ACCEPTED:  
(OWNER)

By: [Signature]

By: [Signature]

By: [Signature]

Date: 5/9/24

Date: 5/19/24

Date: 5-22-24

Minutes of July 16, 2024  
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER										5 Summary		PROJECT NO		1100	
NO	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	REVISU CONTRACT QUANTITY	REVISU CONTRACT AMOUNT							
BASE BID															
10-A	MOBILIZATION	1	\$75,000.00	\$75,000.00	0%	\$0.00	100%	\$75,000.00							
200-A	8" SEWER FORCE MAIN	2,400 LF	\$42.00	\$100,800.00	45.00	\$1,890.00	2,445	\$112,690.00							
200-B	DUCTILE IRON FITTINGS	125	\$10,000.00	\$1,250.00	0.431	\$54.00	0.7810	\$42.00							
200-C	CONNECT PEICE MAIN TO EXISTING SEWER MANHOLE	1	\$5,000.00	\$5,000.00	0.00	\$0.00	1	\$5,000.00							
201-A	MOBILIZATION FOR ROAD	1	\$5,000.00	\$5,000.00	0.00	\$0.00	0	\$0.00							
201-B	MOBILIZATION FOR ROAD	240	\$125.00	\$30,000.00	22.825	\$2,853.19	262.825	\$33,200.00							
210-A	8" FORCE MAIN	1	\$140,000.00	\$140,000.00	0%	\$0.00	100%	\$140,000.00							
210-B	PUMP STATION - STRUCTURAL COMPONENTS	1	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00							
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00							
210-D	PUMP STATION - SITE WORK	1	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00							
220-A	CONVERT EXISTING PUMP STATION	1	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00							
220-B	CONVERT EXISTING GRINDER STATION	1	\$15,000.00	\$15,000.00	0%	\$0.00	100%	\$15,000.00							
230-A	8" SANITARY SEWER PIPE	23	\$175.00	\$4,025.00	3.600	\$630.00	26.600	\$4,655.00							
230-B	8" SANITARY SEWER FITTING	68	\$175.00	\$11,900.00	1.000	\$175.00	69.000	\$12,075.00							
230-C	CONNECT TO EXISTING SEWER MANHOLE	2	\$44.00	\$88.00	0.00	\$0.00	2	\$88.00							
240-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL	1,350	\$45.00	\$60,750.00	117.78	\$5,305.65	1,467.78	\$66,055.65							
240-B	SELECT SANDY BACKFILL	1,000	\$7.00	\$7,000.00	125.00	\$875.00	1,125.00	\$7,875.00							
250-A	GEOTEXTILE FABRIC	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
260-A	HOT BITUMINOUS PAVEMENT SURFACE COURSE (1.5" MIN MAX)	1,000	\$150.00	\$150,000.00	117.78	\$17,667.00	1,117.78	\$167,667.00							
260-B	HOT BITUMINOUS PAVEMENT BASE COURSE (1.5" MIN MAX)	1,000	\$150.00	\$150,000.00	117.78	\$17,667.00	1,117.78	\$167,667.00							
270-A	VEGETATIVE COVER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
280-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
290-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
300-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
310-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
320-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
330-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
340-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
350-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
360-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
370-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
380-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
390-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
400-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
410-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
420-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
430-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
440-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
450-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
460-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
470-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
480-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
490-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
500-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
510-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
520-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
530-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
540-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
550-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
560-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
570-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
580-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
590-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
600-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
610-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
620-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
630-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
640-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
650-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
660-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
670-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
680-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
690-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
700-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
710-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
720-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
730-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
740-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
750-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
760-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
770-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
780-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
790-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
800-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
810-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
820-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
830-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
840-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
850-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
860-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
870-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
880-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							
890-A	CONCRETE CURB & GUTTER	1,000	\$1.00	\$1,000.00	125.00	\$125.00	1,125.00	\$1,125.00							

Minutes of July 16, 2024  
Mayor and Board of Aldermen


APPLICATION FOR PAYMENT NO. 10 Final

TO: City of Long Beach (OWNER)  
Contract for: Trautman Basin Wastewater Improvements Dated: 4/18/2023  
OWNER'S Project No.: \_\_\_\_\_ ENGINEER'S Project No.: 1106  
For work accomplished through the date of: 3/14/2024  
CURRENT CONTRACT AMOUNT: \$1,038,147.38

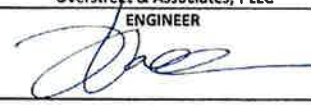
ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$1,038,147.38
STORED MATERIALS					\$0.00
TOTAL	\$1,038,147.38				\$1,038,147.38
(Orig. Contract)	\$976,900.00				
CO1	\$68,780.00				
CO2	\$6,750.00				
CO3	\$13,500.00				
CO4	\$0.00				
CO5 Summary	(\$27,782.62)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 1,038,147.38
	LESS 0% RETAINAGE	\$ 0.00
	AMOUNT DUE TO DATE	\$ 1,038,147.38
	LESS PREVIOUS PAYMENTS	\$ 986,240.01
	AMOUNT DUE THIS APPLICATION	\$ 51,907.37

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 10 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).

Dated: July 10, 2024  
DNA Underground  
16101 S. Swan Rd.  
Gulfport, MS 39503  
Vendor # 8596  
CONTRACTOR  
By: 

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: 7/12, 2024  
Overstreet & Associates, PLLC  
ENGINEER  
By: 

Minutes of July 16, 2024  
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 10 Final											PROJECT NO. 130	
ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE		
TOTAL BASE BID												
10-A	MOBILIZATION	1	LS	\$75,000.00	100%	\$75,000.00	0%	\$0.00	100%	\$75,000.00		
200-A	8" SEWER FORCE MAIN	2,445	LF	\$42.00	2445	\$102,690.00	0	\$0.00	2445	\$102,690.00		
200-B	DUCTILE IRON FITTINGS	0.77	TON	\$10,000.00	0.767	\$7,670.00	0	\$0.00	0.767	\$7,670.00		
200-C	CONNECT FORCE MAIN TO EXISTING SEWER MANHOLE	1	EA	\$8,000.00	1	\$8,000.00	0	\$0.00	1	\$8,000.00		
201-A	MOBILIZATION FOR HDD	3	EA	\$2,000.00	3	\$6,000.00	0	\$0.00	3	\$6,000.00		
201-B	10" HDPE FORCE MAIN (HDD METHOD)	760	LF	\$125.00	760	\$95,000.00	0	\$0.00	760	\$95,000.00		
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	LS	\$140,000.00	100%	\$140,000.00	0%	\$0.00	100%	\$140,000.00		
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	LS	\$15,000.00	100%	\$15,000.00	0%	\$0.00	100%	\$15,000.00		
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	LS	\$125,000.00	100%	\$125,000.00	0%	\$0.00	100%	\$125,000.00		
210-D	PUMP STATION - SITE WORK	1	LS	\$25,000.00	100%	\$25,000.00	0%	\$0.00	100%	\$25,000.00		
220-A	CONVERT EXISTING PUMP STATION	1	LS	\$12,000.00	100%	\$12,000.00	0%	\$0.00	100%	\$12,000.00		
220-B	CONVERT EXISTING GROUND STATION	2	LS	\$12,000.00	100%	\$12,000.00	0%	\$0.00	100%	\$12,000.00		
230-A	8" GRAVITY SEWER PIPE	70	LF	\$60.00	70	\$4,200.00	0	\$0.00	70	\$4,200.00		
230-B	12" GRAVITY SEWER PIPE	64	LF	\$75.00	64	\$4,800.00	0	\$0.00	64	\$4,800.00		
230-C	CONNECT TO EXISTING SEWER MANHOLE	2	EA	\$3,000.00	2	\$6,000.00	0	\$0.00	2	\$6,000.00		
500-A	PPE BEDDING/PIPE FOUNDATION MATERIAL	12	CT	\$85.00	12	\$1,020.00	0	\$0.00	12	\$1,020.00		
500-B	SELECT SANDY BACKFILL	0	CT	\$16.00	0	\$0.00	0	\$0.00	0	\$0.00		
500-C	GEOTEXTILE FABRIC	474	SY	\$4.00	474	\$1,896.48	0	\$0.00	474	\$1,896.48		
510-A	8" LIMESTONE ROAD BASE	447	SY	\$30.00	447	\$13,410.70	0	\$0.00	447	\$13,410.70		
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	75	TON	\$300.00	74.7	\$22,410.00	0	\$0.00	74.7	\$22,410.00		
510-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE (19 MM MIX)	49	TON	\$300.00	48.86	\$14,658.00	0	\$0.00	48.86	\$14,658.00		
510-D	SAWCUT JOINT	480	LF	\$1.00	480	\$1,440.00	0	\$0.00	480	\$1,440.00		
510-E	VEGETATIVE COVER	1,197	SY	\$3.00	1,197	\$3,591.00	0	\$0.00	1,197	\$3,591.00		
510-F	SOLID SOIL	61	SY	\$15.00	60.7	\$910.50	0	\$0.00	60.7	\$910.50		
510-G	CONCRETE DRIVE RESTORATION	36	SY	\$75.00	36.44	\$2,733.00	0	\$0.00	36.44	\$2,733.00		
510-H	CONCRETE DRIVE RESTORATION	0	SY	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00		
510-I	CONCRETE CURB & GUTTER RESTORATION	72	LF	\$60.00	71.5	\$4,290.00	0	\$0.00	71.5	\$4,290.00		
510-J	MISCELLANEOUS RESTORATION	1	LS	\$8,000.00	100%	\$8,000.00	0%	\$0.00	100%	\$8,000.00		
510-K	ADJUST 8" WATER MAIN	0	LS	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00		
520-A	MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	100%	\$25,000.00	0%	\$0.00	100%	\$25,000.00		
530-A	STORMWATER MANAGEMENT	1	LS	\$12,000.00	100%	\$12,000.00	0%	\$0.00	100%	\$12,000.00		
COI-1	PERMITS OF 8" AND 8" WATER MAINS	1	LS	\$65,000.00	100%	\$65,000.00	0%	\$0.00	100%	\$65,000.00		
COI-2	ADDITIONAL UTILITY LOCATION SERVICES	15	HR	\$500.00	15	\$7,500.00	0.00	\$0.00	15.00	\$7,500.00		
COI-3	RELOCATE	1	LS	\$6,750.00	1	\$6,750.00	0.00	\$0.00	1.00	\$6,750.00		
COI-4	INSTALLATION OF TWO GUIDE RAIL SYSTEMS	1	LS	\$13,500.00	1	\$13,500.00	0.00	\$0.00	1.00	\$13,500.00		
TOTAL BASE BID											\$846,499.38	
ALTERNATE BID 1: PINEVILLE RD & RAILROAD INTERSECTION IMPROVEMENTS												
310-A	15" HOPE CULVERT	91	LF	\$50.00	90.5	\$4,525.00	0.00	\$0.00	90.5	\$4,525.00		
320-A	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA	\$3,000.00	1	\$3,000.00	0%	\$0.00	1	\$3,000.00		
320-B	NEW DRAINAGE STRUCTURE (SS-2 TYPE)	1	EA	\$10,000.00	1	\$10,000.00	0	\$0.00	1	\$10,000.00		
500-A	PPE BEDDING/PIPE FOUNDATION MATERIAL	0	CT	\$85.00	0	\$0.00	0	\$0.00	0	\$0.00		
500-B	SELECT SANDY BACKFILL	0	CT	\$16.00	0	\$0.00	0	\$0.00	0	\$0.00		
510-A	8" LIMESTONE ROAD BASE	0	SY	\$30.00	0	\$0.00	0	\$0.00	0	\$0.00		
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	186	TON	\$300.00	186.12	\$55,836.00	0	\$0.00	186.12	\$55,836.00		

Minutes of July 16, 2024  
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO.														10 Final		PROJECT NO. 1106	
ITEM NO.	DESCRIPTION			CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE					
510-C	HOT BITUMINOUS PAVEMENT BASE COURSE (10 MIN MIN)			91	TON	\$27,339.00	91.13	\$27,339.00	0	\$0.00	91.13	\$27,339.00					
510-E	MILL EXISTING ASPHALT PAVEMENT			903	SY	\$18,052.00	902.6	\$18,052.00	0	\$0.00	902.6	\$18,052.00					
510-F	VEGETATIVE COVER			287	SY	\$861.00	287	\$861.00	0	\$0.00	287	\$861.00					
510-I	CONCRETE CURB & GUTTER RESTORATION			523	LF	\$40.00	523	\$21,380.00	0	\$0.00	523	\$21,380.00					
510-L	MISCELLANEOUS DEMOLITION			1	LS	\$16,000.00	1.00%	\$16,000.00	0%	\$0.00	1.00%	\$16,000.00					
510-M	MISCELLANEOUS SITE GRADING			1	LS	\$10,000.00	1.00%	\$10,000.00	0%	\$0.00	1.00%	\$10,000.00					
510-H	INSTALL NEW TRAFFIC POLE & MODIFY EXIST. TRAFFIC SIGNALS			0.13	LS	\$4,355.00	13%	\$4,355.00	0%	\$0.00	13%	\$4,355.00					
511-A	THERMOPLASTIC CONT. YELLOW			504	LF	\$4,032.00	504	\$4,032.00	0	\$0.00	504	\$4,032.00					
511-B	THERMOPLASTIC CONT. WHITE			354	LF	\$2,832.00	354	\$2,832.00	0	\$0.00	354	\$2,832.00					
511-C	THERMOPLASTIC DETAIL (ANY COLOR)			60	LF	\$600.00	60	\$600.00	0	\$0.00	60	\$600.00					
511-D	THERMOPLASTIC LEGEND (ANY COLOR)			284	SF	\$2,836.00	283.6	\$2,836.00	0	\$0.00	283.6	\$2,836.00					
TOTAL ALTERNATE BID				\$191,648.00						\$191,648.00							
TOTAL BASE BID + ALTERNATE BID 1				\$1,038,147.38						\$1,038,147.38							



# Minutes of July 16, 2024 Mayor and Board of Aldermen

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

TO: (Owner)

City of Long Beach  
201 Jeff Davis Avenue  
Long Beach, MS 39601

ENGINEER'S PROJECT  
NO. #

CONTRACT FOR: Entire Project

CONTRACT DATE: 4/18/23

PROJECT: Trailways Station  
Water Meter Improvements  
Long Beach, MS

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: DNA Underground, LLC  
(Address) 16101 S. Slick Rd  
Biloxi, MS 39503

BY:   
Kenny Stokes

Subscribed and sworn to before me this 10th day of July, 2024

Notary Public

Kim Ladner

My Commission Expires:

May 6, 2028

★ STATE OF MISSISSIPPI ★

KIM LADNER, NOTARY PUBLIC

HARRISON COUNTY

COMMISSION EXPIRES MAY 6, 2028

COMMISSION NUMBER 89461

Minutes of July 16, 2024  
Mayor and Board of Aldermen



Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) Tudman Bldg Wastewater Improvements Long Beach, MS	ARCHITECT'S PROJECT NUMBER:  CONTRACT FOR: General Construction CONTRACT DATED: 4/18/23	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach 201 Jeff Davis Ave Long Beach, MS 38900		

STATE OF:  
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)  
KENNY STOKES, Chief Operations Officer  
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:   
My Commission Expires: May 6, 2028

★ STATE OF MISSISSIPPI ★  
KIM LADNER, NOTARY PUBLIC  
HARRISON COUNTY  
MY COMMISSION EXPIRES MAY 6, 2028  
COMMISSION NUMBER 89461

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User Notes: (1733912932)



Minutes of July 16, 2024  
Mayor and Board of Aldermen



DNAUNDE-01

DJACOBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/10/2024

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

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

PRODUCER  
Fisher Brown Bottrell Insurance  
P. O. Box 1490  
Jackson, MS 39215

CONTACT NAME: Denise Jacobs, CAWC, CBIA  
PHONE (A/C, No, Ext): (601) 960-7445  
FAX (A/C, No): (601) 208-8465  
E-MAIL: DJacobs@fbbins.com  
ADDRESS:

INSURED  
  
DNA Underground LLC  
16101 S. Swan Road  
Gulfport, MS 39503

INSURER(S) AFFORDING COVERAGE  
INSURER A: Employers Mutual Casualty Company NAIC #: 21415  
INSURER B: Luba Casualty Insurance Company NAIC #: 12472  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR Y/YO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEML AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER	X	6X62756	2/18/2024	2/18/2025	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 - COM/OP AGG \$ 2,000,000
A	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRE/ NON-OWNED AUTOS ONLY	X	6X62756	2/18/2024	2/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB EXCESS LIAB DED X RETENTION \$ 10,000	X	6X62756	2/18/2024	2/18/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 Y N/A	028000022036124	2/19/2024	2/19/2025	X PER STATUTE OTHER E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - FA EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented		6X62756	2/18/2024	2/18/2025	Ded: \$1,000 435,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Reference Only Project: Trautman Basin Wastewater Improvements  
Overstreet & Associates, PLLC are included as additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Long Beach  
201 Jeff Davis Ave.  
PO BOX 929  
Long Beach, MS 39560

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

ACORD 25 (2016/03)

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Minutes of July 16, 2024  
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ACORD

AGENCY CUSTOMER ID: DNAUNDE-01  
LOC #: 1

DJACOBS

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance		NAMED INSURED DNA Underground LLC 16101 S. Swan Road Gulfport, MS 39503	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations  
The general liability policy contains blanket additional insured wording on a primary & non-contributory basis when required by written contract. The automobile liability policy contains blanket additional insured wording when required by written contract. The umbrella policy includes additional insureds as provided by the underlying general liability and/or automobile liability policies when required by written contract. The General Liability, Auto Liability, Workers compensation & Umbrella liability (as per underlying) policies include blanket waiver of subrogation when required by written contract. Dustin Gartman and Kenny Stokes are excluded from Worker's Compensation coverage. All coverage is subject to policy terms, conditions and exclusions.

ACORD 101 (2008/01)

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CONSENT OF SURETY  
TO FINAL PAYMENT

AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 43BCSIZ2949

TO OWNER:

(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

PROJECT:

(Name and address)

CONTRACT DATED: 4/18/23

Trautman Basin Wastewater Improvements

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

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155-0001

, SURETY,

on bond of

(Insert name and address of Contractor)

DNA Underground LLC  
16101 S Swan Road  
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
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: July 10, 2024  
(Insert in writing the month followed by the numeric date and year.)

Attest:  
(Seal):

Blake Johnson



Hartford Fire Insurance Company

(Surety)

By:

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

G707—1994

Minutes of July 16, 2024  
Mayor and Board of Aldermen

POWER OF ATTORNEY

Direct Inquiries/Claims to:  
THE HARTFORD  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835  
Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint  
**Stephen Weeley Price, Jr. of Jackson, MS**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:  
Bond No. 43BCSIZ2949 on behalf of DNA Underground LLC naming  
City of Long Beach as Obligatee in the amount of See Bond Form  
on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }  
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*  
Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 10, 2024.  
Signed and sealed in Lake Mary, Florida.



*Keith D. Dozors*

Keith D. Dozors, Assistant Vice President

SurePath POA 2021

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Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Trautman Basin Wastewater Improvements  
DATE OF ISSUANCE April 26, 2024  
OWNER City of Long Beach  
OWNER'S Contract No.  
CONTRACTOR DNA Underground, 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 DNA Underground, 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

March 14, 2024  
DATE OF SUBSTANTIAL COMPLETION

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

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

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

RESPONSIBILITIES.

OWNER: Assume normal operation of project, subject to Contractor's 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 4.26, 2024  
Overstreet & Associates, PLLC  
ENGINEER  
By: [Signature]  
(Authorized Signature)  
CONTRACTOR accepts this Certificate of Substantial Completion on April 26, 2024  
DNA Underground, LLC  
CONTRACTOR  
By: [Signature]  
OWNER accepts this Certificate of Substantial Completion on 4.26, 2024  
City of Long Beach  
OWNER  
By: [Signature]  
(Authorized Signature)

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**TRAUTMAN BASIN WASTEWATER IMPROVEMENTS**

**PUNCHLIST**

**April 24, 2024**

- Flush the storm drainage system to remove all siltation.
- Remove all millings from the site.
- Remedy asphalt at curb tie-in on the Northwest side of Pineville & Railroad Intersection.
- All lowered valves shall be raised to match new elevations.
- Install concrete donuts around all valves installed in the soil.
- Adjust the manhole lid and/or riser ring to match new asphalt elevations.
- Repair or replace the newly installed curb at the East side of Walgreens that is cracked.
- Sweep and clean silt buildup in the gutter pan and roadway.
- Contractor to complete and provide compaction test and results.
- Provide final As-builts.
- Reconnect the locator wire by the flower shop.
- Cap the abandoned force main at the manhole east of the newly installed pump station.
- Ground the disconnect panel on the North side of the service pole.
- Replace the bolts for the float hanging rack inside of the wet well with stainless steel bolts.
- Replace broken donuts near the wet well and the abandoned grinder station.
- Remedy Asphalt marked on site.
- Saw-cut curb joint at SS-2.
- Grout around force main discharge pipe inside of manhole at North Nicholson Pump Station.
- Establish grass in all areas designated in the plans.
- Ensure the panel on the South side of the service pole is watertight.
- Relocate the wires that are on the West side of the wet well to the opposite side of the hanging rack to allow for easier removal of pumps.

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FOR CONSTRUCTION PROJECTS ONLY: Compliance Certification

**41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)**

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Covered Area (Geographical area where the contract is to be performed)	Goals for minority participation for each trade	Goals for female participation in each trade
Until Further Notice	George County, MS	26.4%	6.9% for all Covered Areas
	Hancock County, MS	19.2 %	
	Harrison County, MS	19.2 %	
	Jackson County, MS	16.9 %	
	Pearl River County, MS	27.7 %	
	Stone County, MS	19.2 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.



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3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Mississippi County within the Gulf Coast Region where the contract will be performed.

Are you in compliance with this requirement?    ☒ YES    ☐ NO

Contractor's Signature: Kim Padon    Date: 7/10/24  
Signer's Title: Office Manager    Payment Request Number: 10-Final

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LOAN RECIPIENT'S DAVIS BACON CERTIFICATION

Loan Recipient: City of Long Beach  
Project Name: Trautman Basin Wastewater Improvements  
Project Number: 20-00071  
Starting Date: 5/1/2024 Ending Date: 5/12/2024

I certify to the best of my knowledge and belief that the above-referenced project complies with 29 CFR 5.5(a)(1) (Davis-Bacon and Related Acts) and that all laborers and mechanics employed by contractors and subcontractors during the above-referenced period were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. I also certify that the interviews and periodic reviews of a representative sample of the weekly payroll data have been performed to verify that contractors and subcontractors are paying the appropriate wage rate.

All Davis-Bacon-related reporting is current, complete, and correct. The payment request submission includes All Davis-Bacon-related reporting for the pay application/invoice period. Any issues from prior periods or the current period have been resolved – or – unresolved issues are outlined in the certification letter and the payment request has been adjusted appropriately.

I understand that falsifying information on the certification may be grounds for terminating the loan agreement.

  
Signature of the Sponsor's Authorized Representative

David Ball, P.E.  
Typed Name and Title of the Sponsors Authorized Representative

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SUBCONTRACTOR LISTING FORM (v. 10.22.2020)

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)
Commercial Electric of Long Beach, Inc. Theresa Redo	821 Nicholson Ave, Long Beach MS 39560 228-860-0410	H2HHJPJNSRD1	N	Y	N
G & O Drilling James Shows	977 Old River Road, Petal, MS 39465 601-408-4012	V72GE2YRDP13	N	N	N
Landmark Contracting, Inc. Steve Waller	11147 Old Hwy 49, Gulfport MS 39503 228-831-4425	JHETTAHCL8N1	N	N	N
GeoPave BJ Sellers	10200 Logan Cline Dr. Gulfport, MS 39503 228-314-7283	VNXNWSCC3DS3	N	N	N
JL McCool Contracting Diane Mayfield	1170 Highway 613, Moss Point MS 39562 228-769-9771	Z6E3NMQAB5W3	N	N	N

COMPLETED BY: Kim Adair

DATE: July 10, 2024

MDEQ Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts - B3WQ Trautman (07.05.2021)

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Alderman Frazer made motion seconded by Alderman McGoeey and unanimously carried to approve the following Fee Adjustment request by Overstreet & Associates for Trautman Basin Wastewater Improvements:



overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

July 12, 2024

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

**RE: Professional Services Fee Adjustment  
Trautman Basin Sewer Improvements**

Ladies and Gentlemen:

The referenced project at Klondyke & Railroad has been successfully completed and is in-use, with major improvements to the sewer system in the area and to the referenced intersection. We are excited about our contribution to the project.

We trust that the City knows that we work as expediently and diligently on the City's projects as we are able, even sometimes working on requested elements of work that may be out of the approved scope. We recognize that there must be flexibility in our prosecution of the work in order to be great partners with the City. Even with that spirit in mind, we note that our work on this project far exceeded what would normally be expected and even included work that was not part of the original scope of work. We continued to perform work in light of our relationship with the City, and would now request that the City extend some consideration of the expenses we incurred.

In light of all the above, we request the following modifications to the fees for engineering scope on the referenced project:

1. Bidding & Negotiation Phase: We request an increase in the fee to a total of \$3500 (an increase in \$1000 or 46% above the original approved fee).
2. Construction Administration Phase: We request an increase in the fee to a total of \$16,320 (an increase in \$4,320 or 36% above the original approved fee).
3. Construction RPR ("Inspection") Phase: We request an increase in the fee to a total of \$66,190 (an increase in \$18,190 or 38% above the original approved fee).
4. 3<sup>rd</sup> Party Utility/Additional Services Phase: We request an additional fee of \$5,500.

Please consider the following points in support of the above request:

1. This project was originally funded based on a 2019 estimated construction cost of \$478k. Overstreet's fee for professional services of \$48k for the entire scope of work throughout design, bidding, and construction was based on that original 2019 estimated construction cost. Actual bid cost for construction of the original scope of work was just over \$770k.
2. The City requested that we design improvements to the intersection & associated roadway improvements, including traffic light modifications, drainage additions, curb & gutter, etc. These items were not included in the project budget nor in our original scope for design, but we performed the work per the City's request. The bid cost of these intersection improvements was \$206k, which would normally equate to engineering fees of nearly \$20k.
3. After the original effort to bid the project, AT&T notified us that there were a significant number of their communication lines exactly in the corridor proposed for our new sewer

Biloxi | Long Beach | Pascagoula | Daphne

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force main. This necessitated cancelling the bid in order to launch a substantial effort to coordinate a new route with AT&T, including many on-site meetings with their engineers, additional survey effort, and the design of a very specific route thru the crowded utility corridor, including boring and other "non-disruptive" installation techniques. Once that redesign & coordination work was completed, we began a new bid process.

- 4. Once work had begun, the Contractor discovered that the existing water system configuration in the area was quite different than anticipated during the design. This necessitated a large change order and intricate, time-intensive, detailed inspection work on-site as part of our construction RPR services.
- 5. Our original 2019 estimate of construction RPR services was based on a construction contract time of 16 weeks, but the design proved that substantially more time would be required for construction. Also, contract time was extended via change order during the work. All told, the final contract time was actually closer to 40 weeks (more than double the originally estimated construction RPR service timeframe).
- 6. The overall contract time was extended by 76 days or 36% from the original intended contract time, all of which was justified as part of approved change orders.
- 7. If these fee modifications are approved, the total of all fees for the work will total to just under \$133k. Were we to provide a current estimate of the fees for professional services under the described conditions, the estimated fee would be \$215k, much higher than our actual requested total amount.

We do not make it our normal practice to request these sorts of increases, but the extreme conditions experienced on this project lead us to believe that these additional costs would be more than justified. Our estimate of the real costs (including overhead) for this project approaches \$166k. In other words, the increases detailed above which would bring the total of all billable fees to near \$133k will not even cover our full loss on this project. We respectfully request that the City consider allowing the described increases in engineering fees per the above.

We look forward to continuing to partner with the City for great projects like this one. If you have any questions, please advise.

Sincerely,

  
David Ball, P.E.

DB:1106

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There came on for discussion Subdivision Ordinance Changes, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to amend the City’s Subdivision Ordinance to include the following changes to align with International Fire Code Compliance for cul-de-sacs:

- 7/10/24, 11:00 AM  
Sec. 152. - General layout of streets.
- Long Beach, MS Code of Ordinances
- (a) To the extent practicable, driveway access to collector streets shall be minimized to facilitate the free flow of traffic and avoid traffic hazards.

(b) All permanent dead-end streets (as opposed to temporary dead-end streets, see Subsection 150(d), shall be developed as cul-de-sacs in accordance with the standards set forth in Subsection (d). Except where no other practicable alternative is available, such streets may not extend more than 600 feet (measured to the center of the turnaround).

(c) The right of way of a cul-de-sac shall have a radius of 50 feet. The radius of the paved portion of the turnaround (measured to back-of-curb or outer edge of the pavement if not curb) shall be 40 feet.

(d) Half streets (i.e., streets of less than the full required right-of-way and pavement width) shall not be permitted except where such streets, when combined with a similar street (developed previously or simultaneously) on property adjacent to the subdivision, creates or comprises a street that meets the right-of-way and pavement requirements of this ordinance.

(e) Streets shall be laid out so those residential blocks do not exceed 600 feet, unless no other practicable alternative is available.

(f) Streets shall be laid out so as to not create double fronted lots.

(g) Reserve strips, which control access to other streets or abutting property, shall be prohibited except where their control is deliberately placed by the Long Beach Planning and Development Commission.

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SECTION D103  
MINIMUM SPECIFICATIONS

**D103.1 Access road width with a hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

❖ The access road width of 20 feet (6096 mm) stated in Section 503 does not specifically account for the presence of the hydrant. This section specifically requires a minimum width of 26 feet (7925 mm) when a hydrant is located along that access roadway (see Figure D103.1). This provides more room for the fire department vehicle to maneuver and connect to the hydrant. In many cases, a full 26-foot (7925 mm) width may not be possible for a majority of the access road and a possible solution is to simply widen the access road for a short distance to accommodate hydrant use. Including adjacent road shoulders in the width measurement could yield substandard and inadequate driving surfaces for apparatus. Accordingly, this section makes it clear that any road shoulders are not to be included in the minimum fire apparatus access road width. Section 503 is generic because available water supplies are not always accessed using hydrants. In some cases, the water comes from a tanker or from an on-site water supply.

**D103.2 Grade.** Fire apparatus access roads shall not exceed 10 percent in grade.

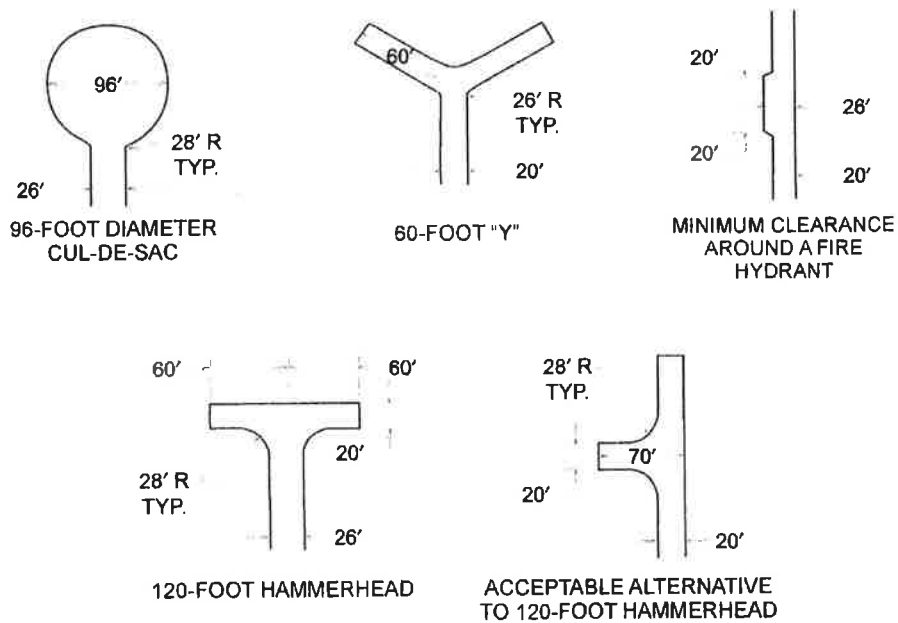
**Exception:** Grades steeper than 10 percent as *approved* by the fire chief.

❖ Section 503 discusses grade in generalities and states that the grade be within the limits established by the fire code official. The criteria are generic because the conditions in different jurisdictions will vary. For example, some fire department apparatus is able to handle steeper grades than others, and the likelihood of inclement weather, such as snow, will affect the ability of the vehicles to handle the terrain.

This appendix states a numerical criterion of not more than 10 percent, which is fairly conservative for most situations. This number gives something specific for a jurisdiction to cite without having to determine the actual grade. There is an exception to this section that would allow the fire chief to approve a grade greater than 10 percent. This gives the jurisdiction flexibility for specific situations where terrain might call for a steeper grade.

**D103.3 Turning radius.** The minimum turning radius shall be determined by the fire code official.

❖ The turning radius is left generic within both Section 503 and this section because of the large variation in



For SI: 1 foot = 304.8 mm.

FIGURE D103.1  
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

APPENDIX D-2

2012 INTERNATIONAL FIRE CODE® COMMENTARY

\*\*\*\*\*

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

\*\*\*\*\*

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

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Minutes of July 16, 2024  
Mayor and Board of Aldermen

APPROVED:

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

ATTEST:

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