

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF JULY 6, 2021
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- V. AMENDMENTS TO THE MUNICIPAL DOCKET
- VI. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. June 15, 2021 Regular
 - b. June 22, 2021 Work Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. June 24, 2021
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 070621
- VIII. UNFINISHED BUSINESS
 - 1. Shoofly Repair
 - 2. Drainage Issues – St. Charles Avenue; Mockingbird Drive; Mitchell Road
 - 3. Lighting Fixtures at Harbor
 - 4. On-Street Parking
- IX. NEW BUSINESS
 - 1. Spread Oaths of Office
 - 2. Resolution – Appoint Fire Chief
 - 3. Resolution – Appoint Police Chief
 - 4. Resolution – Appoint City Clerk, Tax Assessor, Tax Collector, Deputy City Clerk
 - 5. Resolution – Appoint City Judge, City Prosecutor
 - 6. Resolution – Appoint City Attorney
 - 7. Resolution – Appoint Mississippi Municipal League 2021 Voting Delegates
 - 8. Elect – Mayor Pro-Tempore
 - 9. Appointment – Library Board
 - 10. Appointment – Harrison County Development Commission
 - 11. Appointments (3) – Municipal Election Commission
 - 12. Appointments (5) – Tree Board
 - 13. Appointments (9) – Planning & Development Commission
 - 14. Ordinance – Amend Ord #598; Add Article IV: Boards, Commissions and Agencies
 - 15. Application – FY 2023 Mississippi Tidelands Fund
 - 16. Long Beach School District Budget FY 2021 – 2022
 - 17. Contract – Albert & Robinson; Quarles House
 - 18. Town Green Fee Waiver Request – Connect Community Church
 - 19. Town Green Fee Waiver Request – Harper McCaughan Elementary
 - 20. Breast Cancer Banner Fundraiser – LBHS Cheerleader Booster Club
 - 21. Discussion – Ditch South of Daugherty & Pineville; Alderman Brown
 - 22. Schedule Work Session – Zoning for Marijuana Dispensary
 - 23. Contract – Joyce Basin Drainage; Bottom 2 Top Construction
- X. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept – Promotion (2)
 - b. Fire Dept – Step Increase (3)
 - 3. CITY CLERK
 - a. FY 2021-2022 Budget Schedule
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Authorize Advertisement – Senior Citizen Facility Generator
 - b. Authorize Advertisement – 2021 Sewer Rehabilitation & Inspection
 - c. Contract – Klondyke Road Traffic Signal Repairs; Overstreet & Associates
 - d. Drainage Survey – 604 Saratoga Drive
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - a. Surplus Property – Rec Center
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - a. Authorize Advertisement – Navigation Channel Lights & Signage
 - b. Authorize Advertisement – Harbor Debris Removal
- XI. REPORT FROM CITY ATTORNEY
- XII. ADJOURN (OR) RECESS

Be it remembered that a recess 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, and the same being the time, date

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and place fixed by order of the Mayor and Board of Aldermen, recessing the meeting from July 6, 2021.

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.

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve the Regular minutes of the Mayor and Board of Aldermen dated June 15, 2021 and Work Session minutes dated June 22, 2021.

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated June 24, 2021.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed in Docket of Claims number 070621 with the exception of the \$20,000 payment to Albert & Robinson Architects.

There came on for discussion Shoofly Repair, whereupon Recreation Director Bob Paul apprised the Mayor and Board that the Shoofly has been demolished and the benches have been secured to the underlying concrete pad.

There came on for discussion Drainage Issues – St. Charles Avenue; Mockingbird Dr; Mitchell Road, whereupon Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to direct City Engineer David Ball and Public Works Director Joe Culpepper to design the drainage repairs necessary for the St. Charles Avenue area.

Lighting Fixtures at Harbor was tabled until the next meeting on July 20, 2021.

There came on for discussion On-Street Parking, whereupon no action was taken.

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Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to spread the Oaths of Office for the Mayor and Aldermen, as follows:



OATH OF OFFICE.

I, George L. Bass, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Mayor, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.


George L. Bass
City of Long Beach, Mississippi

WITNESS:

Honorable Bradley W. Rath
Municipal Court Judge, Long Beach, Mississippi

Sworn to and subscribed before me, this the 6th day of July, 2021.




Stacey Dahl, City Clerk

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OATH OF OFFICE

I, Donald Frazer, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman at Large, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.



Donald Frazer
City of Long Beach, Mississippi

WITNESS:



Honorable Richard Bennett
Mississippi House of Representatives, District 120

Sworn to and subscribed before me, this the 6th day of July, 2021.

-Seal-





Stacey Dahl, City Clerk

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OATH OF OFFICE

I, Patrick Bennett, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman, Ward 1, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.

Patrick Bennett
City of Long Beach, Mississippi

WITNESS:

Honorable Richard Bennett
Mississippi House of Representatives, District 120

Sworn to and subscribed before me, this the 6th day of July, 2021.

-Seal-


Stacey Dahl, City Clerk

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OATH OF OFFICE

I, Bernie Parker, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman, Ward 2, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.

Bernie Parker
City of Long Beach, Mississippi

WITNESS:

Honorable Bradley W. Rath
Municipal Court Judge, Long Beach, Mississippi

Sworn to and subscribed before me, this the 6th day of July, 2021.

-Seal-



Stacey Dahl, City Clerk

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OATH OF OFFICE

I, Angie Johnson, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman, Ward 3, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.

Angie Johnson

**Angie Johnson
City of Long Beach, Mississippi**

WITNESS:

Richard Bennett

**Honorable Richard Bennett
Mississippi House of Representatives, District 120**

**Sworn to and subscribed before me, this the 6th day
of July, 2021.**

-Seal-



Stacey Dahl
Stacey Dahl, City Clerk

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OATH OF OFFICE

I, Timothy McCaffrey, Jr., do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman, Ward 4, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.



Timothy McCaffrey, Jr.
City of Long Beach, Mississippi

WITNESS:



Honorable George L. Bass
Mayor, Long Beach, Mississippi

Sworn to and subscribed before me, this the 7th day of July, 2021.

-Seal-





Stacey Dahl, City Clerk

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OATH OF OFFICE

I, Mike Brown, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman, Ward 5, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.



Mike Brown
City of Long Beach, Mississippi

WITNESS:



Honorable Bradley W. Rath
Municipal Court Judge, Long Beach, Mississippi

Sworn to and subscribed before me, this the 6th day of July, 2021.

-Seal-





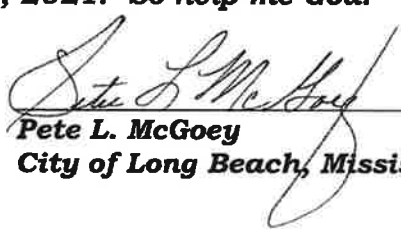
Stacey Dahl, City Clerk

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OATH OF OFFICE

I, Pete L. McGoey, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman, Ward 6, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6th day of July, 2021. So help me God.



Pete L. McGoey
City of Long Beach, Mississippi

WITNESS:


Honorable Randi P. Mueller
Circuit Court Judge, Harrison County, MS

Sworn to and subscribed before me, this the 6th day of July, 2021.

-Seal- 



Stacey Dahl, City Clerk

Minutes of July 7, 2021 Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of the appointment of officers of the City of Long Beach, Mississippi, for the four-year term beginning July 1, 2021, and for related purposes. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMAN OF
THE CITY OF LONG BEACH, MISSISSIPPI, PROVIDING FOR THE
APPOINTMENT OF THE FIRE CHIEF, AND FOR RELATED
PURPOSES.

WHEREAS, the City of Long Beach, Mississippi, is a code charter municipality operating under an aldermanic form of government with a Mayor and seven (7) aldermen; and

WHEREAS, it is necessary and appropriate that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi do now make appointment for the aforesaid office, for the four year term beginning July 1, 2021, to serve at the pleasure of the governing authorities of the City, or in the manner as may be required by the Civil Services Laws of the City, and to prescribe the duties of said officer; now therefore;

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

SECTION 1. That the Fire Chief is hereby appointed as an officer of the City of Long Beach, Mississippi, to the office set opposite his name, as follows:

<u>TITLE OF OFFICE</u>	<u>NAME OF OFFICER</u>	<u>AMOUNT OF BOND</u>
Chief of Fire Department	William Skellie III	\$ 0.00

SECTION 2. The duties of said officer are as set forth in the Laws of Mississippi applicable to a Code Charter municipality, City Ordinances and such other duties as the Mayor and Board of Aldermen may from time to time otherwise prescribe.

SECTION 3. The term of office of said officer shall be for a four year term beginning July 1, 2021, which officer shall serve at the pleasure of the governing authorities of the City, or as may be otherwise prescribed by Civil Service Laws of the City, and until his successor, respectively, shall have been appointed and qualified.

SECTION 4. The salary and/or compensation of the aforesaid officer shall be as previously set forth by the Mayor and Board of Aldermen and as may be funded by annual appropriations of the Mayor and Board of Aldermen.

SECTION 5. This resolution shall take effect and be in force from and after its adoption and shall apply retrospectively to coincide with the term of

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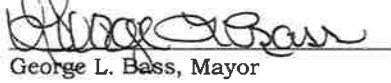
office of the appointing authority beginning July 1, 2017, the aforesaid office herein appointed having presently served, and whose term of office, respectively, having continues to the date of adoption of this resolution.

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

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 7th day of July, 2021.

APPROVED:



George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Minutes of July 7, 2021 Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of the appointment of officers of the City of Long Beach, Mississippi, for the four-year term beginning July 1, 2021, and for related purposes. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, PROVIDING FOR THE APPOINTMENT OF THE POLICE CHIEF PRESCRIBING THE DUTIES OF SAID OFFICER, PROVIDING FOR BONDS AND PAYMENT OF PREMIUM THEREON, AND FOR RELATED PURPOSES.

WHEREAS, the City of Long Beach, Mississippi, is a code charter municipality operating under an aldermanic form of government with a Mayor and seven (7) aldermen; and

WHEREAS, the office of Police Chief has heretofore been made appointive rather than elective; and

WHEREAS, it is necessary and appropriate that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, do now make appointment for the aforesaid office, for the City for the four year term beginning July 1, 2021, to serve at the pleasure of the governing authorities of the City, or in the manner as may be required by the Civil Services Laws of the City, and to prescribe the duties of said officer and for bonds for the faithful performance of his duties, and for the payment of the premium of said bonds; now therefore;

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

SECTION 1. That he is hereby appointed as an officer of the City of Long Beach, Mississippi, to the office set opposite his respective name who is to enter into bond conditioned upon the faithful performance of his respective duty, in the penal sum also set opposite his name:

<u>TITLE OF OFFICE</u>	<u>NAME OF OFFICER</u>	<u>AMOUNT OF BOND</u>
Chief of Police Department	William A. Seal III	\$ 50,000

SECTION 2. The duties said officer, respectively, is as set forth in the Laws of Mississippi applicable to a Code Charter municipality, City Ordinances and such other duties as the Mayor and Board of Aldermen may from time to time otherwise prescribe.

SECTION 3. The term of office of said officer shall be for a four year term beginning July 1, 2021, which officers shall serve at the pleasure of the governing authorities of the City, or as may be otherwise prescribed by Civil

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Service Laws of the City, and until his successors, respectively, shall have been appointed and qualified.

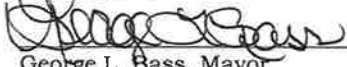
SECTION 4. The salary and/or compensation of the aforesaid officer shall be as previously set forth by the Mayor and Board of Aldermen and as may be funded by annual appropriations of the Mayor and Board of Aldermen.


SECTION 5. This resolution shall take effect and be in force from and after its adoption and shall apply retrospectively to coincide with the term of office of the appointing authority beginning July 1, 2017, the aforesaid office herein appointed having presently served, and whose term of office, respectively, having continues to the date of adoption of this resolution.

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

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 7th day of July, 2021.

APPROVED:

George L. Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

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SECTION 2. The duties of each of said officers, respectively, are as set forth in the Laws of Mississippi applicable to a Code Charter municipality, City Ordinances and such other duties as the Mayor and Board of Aldermen may from time to time otherwise prescribe.

SECTION 3. The term of office of each of said officers shall be for a four year term beginning July 1, 2021, which officers shall serve at the pleasure of the governing authorities of the City, or as may be otherwise prescribed by Civil Service Laws of the City, and until their successors, respectively, shall have been appointed and qualified.

SECTION 4. The salaries and/or compensation of each of the aforesaid officers shall be as previously set forth by the Mayor and Board of Aldermen and as may be funded by annual appropriations of the Mayor and Board of Aldermen.


SECTION 5. This resolution shall take effect and be in force from and after its adoption and shall apply retrospectively to coincide with the term of office of the appointing authority beginning July 1, 2017, the aforesaid offices herein appointed having presently served, and whose term of offices, respectively, having continues to the date of adoption of this resolution.

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

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 7th day of July, 2021.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Minutes of July 7, 2021 Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of the appointment of officers of the City of Long Beach, Mississippi, for the four-year term beginning July 1, 2021, and for related purposes. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF LONG BEACH, MISSISSIPPI, PROVIDING FOR THE APPOINTMENT OF THE CITY CLERK, THE TAX ASSESSOR, THE TAX COLLECTOR, AND DEPUTY CITY CLERKS PRESCRIBING THE DUTIES OF EACH OF SAID OFFICERS, PROVIDING FOR BONDS AND PAYMENT OF PREMIUM THEREON, AND FOR RELATED PURPOSES.

WHEREAS, the City of Long Beach, Mississippi, is a code charter municipality operating under an aldermanic form of government with a Mayor and seven (7) aldermen; and

WHEREAS, as provided by law the office of City Clerk, Tax Assessor and Tax Collector have heretofore been made appointive rather than elective, and the aforesaid offices of City Clerk, Tax Assessor and Tax Collector have been combined, so as to allow one person to serve as City Clerk, Tax Assessor and Tax Collector; and

WHEREAS, it is necessary and appropriate that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi do now make appointments for the aforesaid offices, as well as for other officers for the City for the four year term beginning July 1, 2021, to serve at the pleasure of the governing authorities of the City, or in the manner as may be required by the Civil Services Laws of the City, and to prescribe the duties of said officers and for bonds for the faithful performance of their duties, and for the payment of the premium of said bonds; now therefore;

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

SECTION 1. That they are hereby appointed as officers of the City of Long Beach, Mississippi, to the offices set opposite their respective names, the following named persons, who are to enter into bond conditioned upon the faithful performance of their respective duties, in the penal sum also set opposite their respective names:

<u>TITLE OF OFFICE</u>	<u>NAME OF OFFICER</u>	<u>AMOUNT OF BOND</u>
City Clerk	Stacey Dahl	\$ 50,000
City Tax Assessor	Stacey Dahl	\$ 50,000
City Tax Collector	Stacey Dahl	\$ 50,000
Deputy City Clerk	Kini Gonsoulin	\$ 50,000

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AN ORDER BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF LONG BEACH APPOINTING A CITY JUDGE AND CITY PROSECUTOR, PRESCRIBING THE DUTIES AND FIXING THE COMPENSATION FOR SUCH OFFICES, AND FOR RELATED PURPOSES.

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

SECTION 1. That, pursuant to the authority granted in Miss. Code Ann. § 21-23-3, Bradley Wade Rath, Esq., an attorney licensed to practice law under the laws of the State of Mississippi and a qualified elector of Harrison County be and is hereby appointed City Judge of the City of Long Beach, Mississippi, for a term beginning July 1, 2021, and continuing until June 30, 2025 to so serve, however, at the will and pleasure of the Governing Authorities of the City and until his successor shall have been appointed and qualified.

SECTION 2. That the duties of the City Judge shall be to preside over all matters coming before the Municipal court as allowed, required and directed under statute.

SECTION 3. The salary and/or compensation of the Judge shall be as previously set forth by the Mayor and Board of Aldermen and as may be funded by annual appropriations of the Mayor and Board of Aldermen.

SECTION 4. That, pursuant to the authority granted in Miss. Code Ann. § 21-23-3, Michelle Elliott, an attorney licensed to practice law under the laws of the State of Mississippi, with the Brady Law Firm, and Damian L. Holcomb, with Holcomb Law Firm, PLLC, an attorney licensed to practice law under the laws of the State of Mississippi, and both qualified electors of Harrison County are hereby appointed City Prosecutors of the City of Long Beach, Mississippi, for a term beginning July 1, 2021, and continuing until June 30, 2025 to so serve, however, at the will and pleasure of the Governing Authorities of the City and until a successor shall have been appointed and qualified.

SECTION 5. That the duties of the City Prosecutor shall be to act as Prosecutor in all matters coming before the Municipal Court as allowed, required and directed under statute.

SECTION 6. That for their regular duties of City Prosecutors, Michelle Elliott and Damian L. Holcomb shall be paid the sum of \$1,000.00 per month, shared between them, to be paid monthly out of the City Treasury.

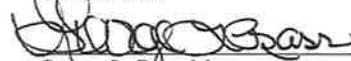
SECTION 7. This Order shall take effect and be in force from and after its adoption, and shall confirm said appointment effective July 1, 2021.

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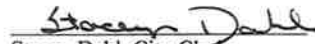
Alderman Frazer moved the adoption of the above and foregoing Order, seconded by Alderman Parker and the question being to a roll call vote by the Mayor, the result was as follows:

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

The question having received the affirmation vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted this the 7th day of July, 2021.

APPROVED:

George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

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Mayor and Board of Aldermen**

**AN ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF
LONG BEACH APPOINTING A CITY ATTORNEY FOR THE CITY,
PRESCRIBING HIS DUTIES AND FIXING HIS COMPENSATION, AND FOR
RELATED PURPOSES.**

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

SECTION 1. That Stephen B. Simpson., Esq., an attorney licensed to practice law under the laws of the State of Mississippi be, and is hereby appointed City Attorney of the City of Long Beach, Mississippi, for a term beginning July 1, 2021, and continuing until June 30, 2025, to so serve, however, at the will and pleasure of the Governing Authorities of the City and until his successor shall have been appointed and qualified.

SECTION 2. That the duties of the City Attorney shall consist of advising the Mayor and Board of Aldermen in matters relating to the corporate and governmental municipal affairs of the City, representing the City in all legal matters and litigation wherein the City may be or become involved, drafting appropriate laws, orders, resolutions and ordinances as required by the Mayor and Board of Aldermen and generally to perform those duties required of a City Attorney of a code charter municipality under the Laws of the State of Mississippi, including borrowing of monies and issuance of notes, certificates of indebtedness and bonds of the City of Long Beach, where applicable.

SECTION 3. That for his regular duties of attending regular meetings of the Mayor and Board of Aldermen and there advising said governing authority of the municipality in matters relating to the corporate and governmental municipal affairs of the City, Stephen B. Simpson, shall be paid a non-refundable retainer of \$1,000.00 per month, to be paid monthly out of the City Treasury. In addition to the said monthly retainer, Stephen B. Simpson, shall be paid an hourly fee of One Hundred Sixty Five Dollars (\$165.00) per hour for services rendered out of Court, (exclusive of the aforesaid time expended in attendance at regular meetings of the governing authority), and One Hundred Sixty Five Dollars (\$165.00) per hour for services rendered in Court, to be paid monthly upon billing thereof. In addition, as provided by Mississippi Code Annotated Section 25-15-25, as amended, the City Attorney shall be paid a fee not to exceed one percent (1%) of the amount of any notes, certificates of indebtedness, bonds or

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other indebtedness or financing transactions, issued pursuant to any provision of any applicable law for or on behalf of the City of Long Beach. Fees do not include expenses, and for any expense incurred in the performance of his duties, the City Attorney shall be reimbursed as provided by law.

SECTION 4. That in such matters as the Mayor and Board of Aldermen may elect, James C. Simpson Jr., Esq. shall remain as counsel to the City and assist in any such matters so directed and shall only be paid an hourly fee of One Hundred Sixty Five Dollars (\$165.00) per hour, to be paid monthly upon billing thereof.

SECTION 5. This Order shall take effect and be in force from and after its adoption, and shall confirm said appointment effective July 7, 2021.

Alderman Parker moved the adoption of the above and foregoing Order, seconded by Alderman McCaffrey and the question being to a roll call vote by the Mayor, the result was as follows:

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

The question having received the affirmation vote of all the Aldermen present and voting, the Mayor declared the motion carried.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Minutes of July 7, 2021 Mayor and Board of Aldermen

RESOLUTION

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2021 VOTING DELEGATES FOR THE CITY OF LONG BEACH

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LONG BEACH

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2021 Mississippi Municipal League election to be held at the annual convention on July 27th with a run-off (if necessary) on July 28th, 2021 are as follows:

Voting Delegate: George L. Bass, Mayor
First Alternate: Donald Frazer, Alderman At Large

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Brown, seconded by Alderman McCaffrey, and was adopted by the following vote, to-wit:

YEAS: Aldermen Patrick Bennett, Pete L. McGoey, Donald Frazer, Mike Brown, Timothy McCaffrey Jr., Angie Johnson and Bernie Parker
NAYS: none

The Mayor thereby declared the motion carried and the Resolution adopted, this, the 7th day of July, 2021.

(S E A L)

APPROVED:


GEORGE L. BASS, MAYOR

ATTESTED:


STACEY DAHL, CITY CLERK

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to appoint Donald Frazer as Mayor Pro-Tempore for a four-year term beginning July 1, 2021.

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to re-appoint Brian Lamar to the Library Board for a term ending June 2026.

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to re-appoint Frankie Castiglia to the Harrison County Development Commission for a term ending June 2026.

Due to a possible conflict of interest in the next agenda item, Alderman Johnson recused herself.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to appoint King Batey, Joe Fleming and Chelsea Brisolaro to the Election Commission for a term ending June 2025.

Alderman Johnson returned to the meeting at this time.

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to appoint Ginger Wentz and Kim Lentz to the Tree Board for a term ending June 2025.


Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to appoint the following members to the Planning & Development Commission for a term ending June 2023:

- | | |
|----------|----------------|
| Ward 1 | Chris Fields |
| Ward 2 | Marcia Kruse |
| Ward 3 | Jennifer Glenn |
| Ward 4 | Sawyer Walters |
| Ward 5 | Michael Levens |
| Ward 6 | Justin Shaw |
| At-Large | Jeff Hansen |
| Mayor | Frank Olaivar |
| Mayor | Shawn Barlow |

There came on for discussion an Amendment to Ordinance #598 to add Article IV: Boards, Commissions and Agencies, whereupon Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to refer this item to the Planning & Development Commission to hold a public hearing.

Minutes of July 7, 2021 Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following FY 2023 Mississippi Tidelands Fund Application, and authorize the Mayor to execute same:



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

Public Access Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

<p>1. Title of Project: <i>red outlines indicate required fields</i> FY2023 - Long Beach Harbor Improvements</p> <p>2. Location of Project: Long Beach Smallcraft Harbor</p> <p>3. Requesting Agency: City of Long Beach</p> <p>4. Requesting Agency Representative:</p> <p>a. Name: George Bass</p> <p>b. Phone: 228.863.1556</p> <p>c. Fax: 228.865.0822</p> <p>d. Address: P.O. Box 929, Long Beach, MS 39560</p> <p>e. Email: mayor@cityoflongbeachms.com</p> <p>5. Project Manager:</p> <p>a. Name: David Ball, P.E., City Engineer</p> <p>b. Phone: 228.967.7137</p> <p>c. Fax:</p> <p>d. Address: 161 Lameuse St., Suite 203, Biloxi, MS 39530</p> <p>e. Email: david@overstreeteng.com</p>	<p>6. Funding Requested: \$ 500,000.00</p> <p>7. Matching Funds:</p> <p>8. Source of Matching Funds:</p> <p>9. Total Project Funds: \$ 500,000.00</p>
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Page 1 of 9

**Minutes of July 7, 2021
Mayor and Board of Aldermen**



**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023**

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The City of Long Beach requests funds for two critical projects in the Smallcraft Harbor: 1 - the Southeast Shore Protection / Hardening, which will strengthen the structural integrity of the southeastern shore to provide enhanced damage resistance from storms; and 2 - funding for the local share of Hurricane Zeta repairs, which may be majority-funded through FEMA.

11. LIST Project Goals/Objectives:

- 1 - Protect and stabilize the southeastern shore of the Harbor, allowing for increased safe usage and functionality of the Harbor.
- 2 - Begin construction of elements in the Harbor which will coordinate with the approved Long Beach Harbor Master Plan.
- 3 - Reinforce or otherwise mitigate areas of the Harbor which are particularly susceptible to damage during storm events.
- 4 - Reduce the likelihood and length of "downtime" following unavoidable storm damage.
- 5 - Reduce the City's dependence on requests for funding for the repair of repetitive damage/losses.

12. LIST Project Benefits:

- 1 - Increase the ease and safety of the Public's use of the Harbor facilities, by increasing the availability of boat slips and other Harbor infrastructure and by lessening the damage caused during storm events.
- 2 - Reduce the exposure to repetitive damages in the referenced areas of the Harbor, saving considerable expense and effort in the future. For instance, since 2005, there have been 4 notable and expensive storms which have damaged Harbor facilities.
- 3 - Areas which are reinforced or mitigated will be more often useable by the Public, increasing Public access to Tidelands areas.

**Minutes of July 7, 2021
Mayor and Board of Aldermen**



**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023**

PROJECT SUMMARY

13. LIST Project Tasks:

- 1 - Complete detailed engineering design, plans, and Contract documents. The majority of design, along with all permitting, has already been completed on the Southeastern Bulkhead. Hurricane Nate Repair projects are currently being bid or are anticipated to go to the bidding & negotiation phase very soon.
- 2 - The Southeastern Shore Protection has additionally already been permitted. Finalize design & follow the typical construction contract procurement process.
- 3 - Establish a scope of work for Hurr. Zeta damages: design the needed repairs/improvements, and obtain bids to complete the work.
- 4 - Complete the construction work.

14. Project Timetable/Milestones:

Measured from availability of funds (SE Bulkhead):

- 1 - Complete Design (2 months)
- 3 - Bidding & Construction (12 months)

Measured from availability of funds (Hurr. Zeta):

- 1 - Complete Design (4 months)
- 2 - Permitting (4 months)
- 3 - Bidding & Construction (12 months)

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)

SE Shore Protection/Hardening - FY2017 through FY2022

16. Project Timing:

- Short-term (3 years or less)** **Deferred/long-term (3 – 5 years)**

Minutes of July 7, 2021
 Mayor and Board of Aldermen



**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
 Request for Funding FY2023**

APPLICATION SUMMARY QUESTIONNAIRE

- 17. Is this a Multi-Phase Project? Yes No
- 18. Is any part of this project located on private property? Yes No
- 19. Is there an existing lease between the requesting agency and property owner? Yes No
- 20. If required, are the plans approved by the DMR Permitting Office? Yes No
- 21. Will this project enhance an existing water-dependent activity?
 Identify the activity: Yes No

All activities which are currently accessible from the Long Beach Harbor will benefit from these projects, including recreational fishing, boating, charter fishing, and public access.

- 22. Does this project coordinate with other existing or planned projects?
 Identify the project(s): Yes No

2013 Long Beach Smallcraft Harbor Master Plan

- 23. Will this project involve impacting, filling, or dredging coastal wetlands?
 If yes, what acreage: Yes No

- 24. Identify the constituency or interest group(s) which this project will serve:

Public users and Harbor customers

- 25. Identify the service that this project will provide to the group(s) identified in 24:

Enhanced, increased, and safer use of Tidelands areas.

Minutes of July 7, 2021
 Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
 Request for Funding FY2023

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:

(more than one may apply)

- Conservation
- Reclamation
- Preservation
- Acquisition
- Education
- Public Access
- Public Improvement
- Other (Identify)

27. Current status of architectural/
 engineering plans & specifications
 for this project (if applicable):
 (check one from each group)

- Group 1:
- Completed
 - In Progress
 - Ready to Bid
 - Other (identify)

- Group 2:
- Paid for
 - Funds budgeted
 - Funds not budgeted

28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (identify)

29. Have other State or Federal funding
 sources been identified for the project?

- Yes
- No

If yes, identify:

Applied for GOMESA for the SF Bulkhead.
 Anticipated FEMA funds for Hurricane Zeta funds

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project meets the goals of this program by increasing the opportunities for safe public usage and by reducing damage to other peripheral coastal wetlands by reducing & otherwise mitigating damages in the project area.

**Minutes of July 7, 2021
Mayor and Board of Aldermen**



**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023**

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Long Beach seeks to construct a portion of a reinforced bulkhead wall which will protect the southeast corner of the Long Beach Harbor (at the south end of Cleveland Avenue). This area has historically been extremely susceptible to damage by even small storms, and often requires major repairs after large storm events. These repairs often take exceptional lengths of time due to FEMA timelines and regulations, permitting requirements, and other considerations that extend the project time. Construction of a bulkhead wall in the area will help to reduce the frequency of damage, saving considerable funds in on-going, repetitive losses. Because the bulkhead wall is expected to survive even major storm events, it will also facilitate quicker repairs by providing an above-mean high tide area that can be repaired via normal backfilling and paving operations.

The first phase of this work (approximately 450' of bulkhead starting at the south end of S. Cleveland Ave.) is nearly fully designed with environmental permits in-hand, ready to begin construction upon final preparation of the contract documents. Future phases will extend the wall further northward per the Master Plan, hardening and protecting the shoreline.

After completion of the project, this portion of the Long Beach Smallercraft Harbor will be better protected, leading to less future damage and quicker restoration. This will lead to increased availability of funds to perform other Tidelands public access projects within the Harbor area, such as improvements to boat launches, boating piers, fishing facilities, and other important infrastructure. Furthermore, reducing the repetitive damage to this area (which generally consists of erosion, and destruction of shore protection in the area) will also reduce the impact of these damages to other public Tidelands areas.

Secondly, the City requests funding to help cover the City's local share of any Hurricane Zeta damages, which occurred in October. The City is currently working with FEMA to determine the exact extent of these damages and the level of FEMA's participation. We anticipate that this determination will be largely finalized by the end of calendar year 2021, with actual design, planning, and construction of repairs following shortly afterward.

BUDGET:

Design Phase -----	\$50,000
Construction Phase ----	\$450,000
<hr/>	
Total -----	\$500,000

Minutes of July 7, 2021
Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY

- 32. Estimated number of years to completion: 2
- 33. Estimated Completion Date: 6/2023
- 34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:  6-16-2021
Signature Date

Requesting Agency Representative:  6-16-21
Signature Date

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov



**Before submitting application, please make sure to complete the Budget form on page 8.

**Minutes of July 7, 2021
Mayor and Board of Aldermen**



**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023**

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	50000					\$ 50,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	450000					\$ 450,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
**Tidelands Funding Awarded	500000					\$ 500,000.00
***Federal Grants Funding						\$ 0.00
***FEMA Funding						\$ 0.00
***MEMA Funding						\$ 0.00
***CDBG Funding						\$ 0.00
***In-Kind Donations						\$ 0.00
***Other						\$ 0.00
Total	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

Minutes of July 7, 2021
Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

LEGISLATIVE SUMMARY

1. Title of Project:

FY2023 - Long Beach Harbor Improvements

2. Location of Project:

Long Beach Smallcraft Harbor

3. Requesting Agency:

City of Long Beach

6. Funding Requested:

\$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

\$ 500,000.00

10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

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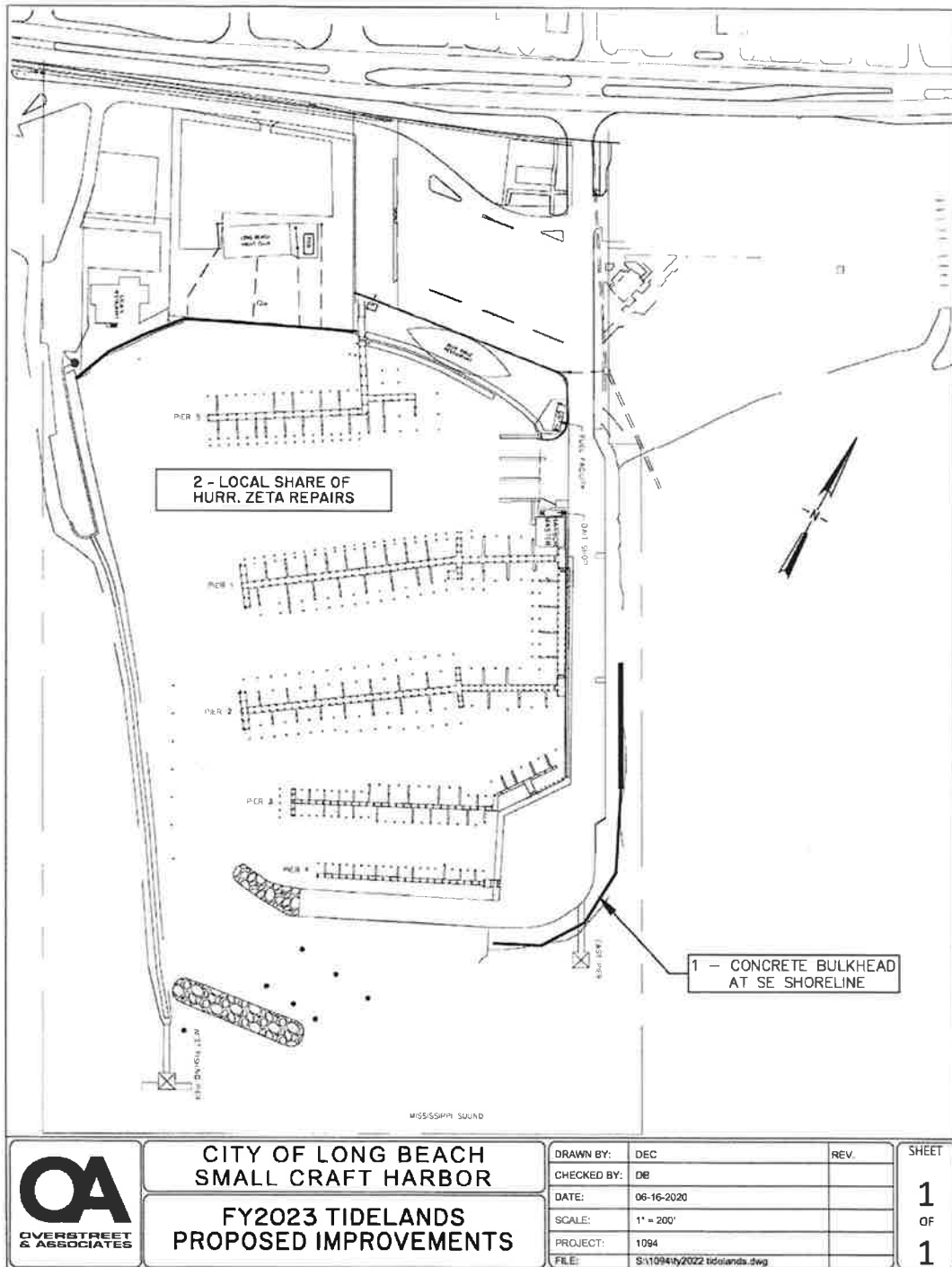
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BUDGET:

Design Phase ----- \$50,000
Construction Phase --- \$450,000
Total ----- \$500,000

Minutes of July 7, 2021
Mayor and Board of Aldermen



Due to a possible conflict of interest on the following agenda item, Alderman Bennett recused himself from the meeting.

Minutes of July 7, 2021
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the FY 2021-2022 Long Beach School District Budget:

RESOLUTION AND ORDER OF BOARD OF TRUSTEES OF THE
LONG BEACH SCHOOL DISTRICT REQUESTING AN AD VALOREM
TAX FOR THE SUPPORT OF THE SCHOOL DISTRICT

There came on for consideration at the June 22, 2021 regular meeting of the Board of Trustees of the Long Beach School District, ("the School District") duly convened at 6:00 P.M. on June 22, 2021, all as is required by law, the matter of a request for an ad valorem tax effort for the support of the School District during the 2021-2022 fiscal year, and on the Motion of Trustee Walker for adoption of the following Resolution and Order, the same was read as follows:

A RESOLUTION DECLARING THE NECESSITY OF
AN AD VALOREM TAX EFFORT IN THE AMOUNT
OF \$6,176,062.65 FOR THE SUPPORT OF THE
LOCAL SCHOOL DISTRICT MAINTENANCE
PROGRAM DURING THE FISCAL YEAR, AND
SUCH ADDITIONAL AD VALOREM TAX EFFORT
AS IS REQUIRED TO PROVIDE DEBT SERVICE
FOR THE SCHOOL DISTRICT FOR 2021-2022.

WHEREAS, after careful consideration and deliberation, the Long Beach School District did, at a regular meeting on June 22, 2021, find the necessity and need for, and did duly adopt a budget for the 2021-2022 fiscal year which required a local ad valorem tax effort of \$ 6,176,062.65 for the support of the local school district maintenance program; and

WHEREAS, such consideration and deliberation was evident prior to, during, and after the duly advertised budgetary public hearing held on June 08, 2021, and as

Minutes of July 7, 2021
Mayor and Board of Aldermen

mandated under Section 27-61-9 of the Mississippi Code of 1972, Annotated, as amended; and

WHEREAS, Section 37-57-107 of the Mississippi Code of 1972, Amended, excludes from the aforementioned percentage limitation taxes levied for payment of principal and interest on school indebtedness; and

WHEREAS, the District has heretofore issued certain notes as authorized under Miss. Code Ann. Section 37-59-101, et. seq. for the purpose authorized therein, and

NOW, THEREFORE, be it RESOLVED AND ORDERED that, pursuant to Sections 37-51-1, 37-57-105, 37-57-107, 27-39-333, and 37-59-107 of the Mississippi Code of 1972, Amended, the Mayor and Board of Aldermen of the City of Long Beach are hereby requested to levy an ad valorem tax effort (1) in the amount of \$6,176,062.65 (including ad valorem taxes and homestead exemption reimbursement) for the school district maintenance program during the 2021-2022 fiscal year, plus (2) an amount sufficient, as determined by the financial Officer of the City of Long Beach, to pay the principal of and interest on School District indebtedness as the same became due during the 2021-2022 fiscal year, as follows, to wit:

- (a) A regular Three Mill levy for repayment of notes issued by Long Beach School District pursuant to Miss. Code Ann. Section 37-59-101, et. seq., in

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

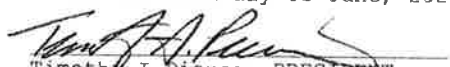
the amount of \$257,076.30, as approved by the Board of Trustees of the Long Beach School District.


(b) A special tax levy for repayment of General Obligation Bonds issued pursuant to Miss. Code Ann. Sections 37-59-1 et. seq. in the amount of \$834,547.00, as approved by the Board of Trustees of the Long Beach School District.

Trustee Dulaney seconded the Motion, and upon the same being put to a roll call vote, the voting was as follows:

Trustee Thomas Carpenter voted	<u>aye</u>
Trustee Debra Cook voted	<u>no</u>
Trustee Sandi Dulaney voted	<u>aye</u>
Trustee Timothy Pierce voted	<u>aye</u>
Trustee Shane Walker voted	<u>aye</u>

The motion having received the affirmative vote of the Trustees, the present and voting President of the Board of Trustees of the Long Beach School District declared said motion carried and the foregoing Resolution and Order duly adopted on this the 22nd day of June, 2021.


Timothy I. Pierce, PRESIDENT
Board of Trustees of Long Beach
School District


Jay R. Smith, SUPERINTENDENT
Long Beach School District

Minutes of July 7, 2021
Mayor and Board of Aldermen

BE IT FURTHER RESOLVED that the aforesaid amounts requested for operation and maintenance purposes and for principal and interest on bonds are to be the net amounts delivered to the District for the aforesaid purposes, after all delinquencies, deductions and costs of collections. As stipulated in Sections 37-57-1, 37-57-104 and 37-57-105 of the Mississippi Code of 1972, as amended, the levying authority shall levy an additional amount sufficient to cover anticipated delinquencies and costs of collection so that the net amount of money produced by the levy for school operation and maintenance purposes and for debt service maintenance and delivered to the District equals the amount requested by the District for such purposes. Any fee charged by the levying authority for collecting taxes on behalf of the District must be reasonable, comply with State law and be included in a separate levy by the levying authority for such purpose.

Minutes of July 7, 2021 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combined Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved:

	Governmental Fund Types				Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Revenues								
Local Sources	6,636,494.16	83,230.00	0.00	1,091,623.30	0.00	0.00	0.00	7,811,347.46
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	17,351,791.14	352,968.25	0.00	0.00	0.00	0.00	0.00	17,704,759.39
Federal Sources	300,250.00	6,215,524.87	0.00	0.00	0.00	0.00	0.00	6,515,774.87
Sixteenth Section Sources	23,000.00	0.00	0.00	0.00	0.00	0.00	0.00	23,000.00
Total Revenues	24,311,535.30	6,651,723.12	0.00	1,091,623.30	0.00	0.00	0.00	32,054,881.72
Expenditures								
Instruction	15,702,042.94	3,782,907.50	251,201.00	0.00	0.00	0.00	0.00	19,736,151.44
Support Services	9,316,538.40	1,489,959.68	0.00	0.00	0.00	0.00	0.00	10,806,498.08
Noninstructional Services	0.00	1,555,360.22	0.00	0.00	0.00	0.00	0.00	1,555,360.22
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	5,244,101.53	0.00	0.00	0.00	0.00	5,244,101.53
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Principal	248,500.00	0.00	0.00	978,000.00	0.00	0.00	0.00	1,226,500.00
Interest	95,000.00	0.00	0.00	758,257.50	0.00	0.00	0.00	851,257.50
Other	0.00	0.00	0.00	2,250.00	0.00	0.00	0.00	2,250.00
Total Expenditures	25,362,081.34	6,828,227.40	5,495,302.53	1,736,507.50	0.00	0.00	0.00	39,422,118.77
Excess(Deficiency) of Revenues Over Expenditures	(1,050,546.04)	(176,504.28)	(5,495,302.53)	(644,884.20)	0.00	0.00	0.00	(7,367,237.05)

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combined Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved:

	Governmental Fund Types				Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Other Financing Sources (Uses)								
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	514,104.68	0.00	0.00	0.00	0.00	0.00	0.00	514,104.68
Other Transfers In	3,984,029.76	539,975.13	0.00	188,484.00	0.00	0.00	0.00	4,712,488.89
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	514,104.68	0.00	0.00	0.00	0.00	0.00	514,104.68
Other Transfers Out	4,374,004.89	285,484.00	0.00	73,000.00	0.00	0.00	0.00	4,712,488.89
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources (Uses)	124,129.55	(239,613.65)	0.00	115,484.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	(926,416.49)	(416,117.83)	(5,495,302.53)	(529,400.20)	0.00	0.00	0.00	(7,367,237.05)

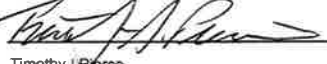
Minutes of July 7, 2021 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combined Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

	Governmental Fund Types				Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	
Fund Balances / Retained Earnings								
July 1, 2021	9,365,180.62	708,289.13	5,495,302.53	529,400.20	0.00	0.00	0.00	16,098,172.48
Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2021 as restated	9,365,180.62	708,289.13	5,495,302.53	529,400.20	0.00	0.00	0.00	16,098,172.48
Increase/(Decrease) in Reserve for Inventory	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residual equity transfer In/(Out)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
June 30, 2022	8,438,764.13	292,171.30	0.00	0.00	0.00	0.00	0.00	8,730,935.43

The above Original Combined Budget Report has been approved by the school board as noted in our board minutes dated June 22, 2021

Board President:  (signature)
Date: June 22, 2021
Timothy J. Pierce (printed name)

Board Secretary:  (signature)
Date: June 22, 2021
Shane Walker (printed name)

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

General Fund Type	General Fund Types					Page 1
	1120-DISTRICT MAINTENANCE FUND	1130-SPECIAL EDUCATION FUND	1140-ALTERNATIVE SCHOOL FUND	1145-AT RISK FUND	115-CENTRAL OFFICE ACTIVITY FUND	
Revenues						
Local Sources	6,532,894.16	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	17,341,791.14	10,000.00	0.00	0.00	0.00	0.00
Federal Sources	300,250.00	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	24,174,935.30	10,000.00	0.00	0.00	0.00	0.00
Expenditures						
Instruction	12,798,876.99	2,304,488.42	149,283.59	33,025.14	232.51	
Support Services	8,231,564.78	420,648.67	122,924.94	434,205.86	15,855.79	
Noninstructional Services	0.00	0.00	0.00	0.00	0.00	
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00	
Debt Service	0.00	0.00	0.00	0.00	0.00	
Principal	248,500.00	0.00	0.00	0.00	0.00	
Interest	95,000.00	0.00	0.00	0.00	0.00	
Other	0.00	0.00	0.00	0.00	0.00	
Total Expenditures	21,373,941.37	2,725,137.09	272,208.53	467,231.00	16,088.40	
Excess/(Deficiency) of Revenues Over Expenditures	2,800,993.93	(2,715,137.09)	(272,208.53)	(467,231.00)	(16,088.40)	

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LONG BEACH SCHOOL DISTRICT
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For the year ending June 30, 2022

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General Fund Type	1120-DISTRICT MAINTENANCE FUND	1130-SPECIAL EDUCATION FUND	1140-ALTERNATIVE SCHOOL FUND	1145-AT RISK FUND	1151-CENTRAL OFFICE ACTIVITY FUND	Page 2
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	514,104.68	0.00	0.00	0.00	0.00	0.00
Other Transfers In	529,453.14	2,715,137.09	272,208.53	467,231.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	3,844,551.75	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	(2,800,893.93)	2,715,137.09	272,208.53	467,231.00	0.00	
Net Change in Fund Balances	0.00	0.00	0.00	0.00	(16,088.40)	
Fund Balances / Retained Earnings						
July 1, 2021	8,380,357.67	0.00	0.00	0.00	16,088.40	
Prior period adjustments	0.00	0.00	0.00	0.00	0.00	
July 1, 2021 as restated	8,380,357.67	0.00	0.00	0.00	16,088.40	
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	
June 30, 2022	8,380,357.67	0.00	0.00	0.00	0.00	

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
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General Fund Type	1152-HARPER MCCOY ACTIVITY FUND	1153-SERVEES ACTIVITY FUND	1154-QUARLES ACTIVITY FUND	1155-MIDDLE SCHOOL ACTIVITY FUND	1156-HIGH SCHOOL ACTIVITY FUND	Page 3
Revenues						
Local Sources	0.00	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00	
Expenditures						
Instruction	37,139.16	16,206.82	18,451.37	46,902.69	198,906.94	
Support Services	0.00	0.00	1,000.00	0.00	0.00	
Noninstructional Services	0.00	0.00	0.00	0.00	0.00	
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00	
Debt Service	0.00	0.00	0.00	0.00	0.00	
Principal	0.00	0.00	0.00	0.00	0.00	
Interest	0.00	0.00	0.00	0.00	0.00	
Other	0.00	0.00	0.00	0.00	0.00	
Total Expenditures	37,139.16	16,206.82	19,451.37	46,902.69	198,906.94	
Excess(Deficiency) of Revenues Over Expenditures	(37,139.16)	(16,206.82)	(19,451.37)	(46,902.69)	(198,906.94)	

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LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

General Fund Type	1152-HARPER MCCAUGH-AN ACTIVITY FUND	1153-REEVES ACTIVITY FUND	1154-CHARLES ACTIVITY FUND	1155-MIDDLE SCHOOL ACTIVITY FUND	1156-HIGH SCHOOL ACTIVITY FUND	Page 4
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	(37,139.16)	(16,206.82)	(19,451.37)	(46,902.69)	(198,906.94)	
Fund Balances / Retained Earnings						
July 1, 2021	37,139.16	16,206.82	19,451.37	46,902.69	198,906.94	
Prior period adjustments	0.00	0.00	0.00	0.00	0.00	
July 1, 2021 as restated	37,139.16	16,206.82	19,451.37	46,902.69	198,906.94	
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	
June 30, 2022	0.00	0.00	0.00	0.00	0.00	

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

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General Fund Type	1157-SCHOOL ATHLETIC FUND	1158-ALTERNATIVE ACTIVITY FUND	1160-CHARLES PBS FUND	1161-REEVES PBS	1640-16TH SECTION INTEREST FUND	Page 5
Revenues						
Local Sources	103,600.00	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00	23,000.00
Total Revenues	103,600.00	0.00	0.00	0.00	0.00	23,000.00
Expenditures						
Instruction	92,546.23	123.76	2,805.69	3,053.93	0.00	0.00
Support Services	11,053.77	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	103,600.00	123.76	2,805.69	3,053.93	0.00	0.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	(123.76)	(2,805.69)	(3,053.93)	23,000.00	

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LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
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General Fund Type	1157-SCHOOL ATHLETIC FUND	1158-ALTERNATIVE ACTIVITY FUND	1160-CHARLES PBS FUND	1161-REEVES PBS	184C-16TH SECTION INTEREST FUND	Page 6
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	529,453.14
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00	(529,453.14)
Net Change in Fund Balances	0.00	(123.76)	(2,805.69)	(3,053.93)	(506,453.14)	
Fund Balances / Retained Earnings						
July 1, 2021	0.00	123.76	2,805.69	3,053.93	564,859.60	
Prior period adjustments	0.00	0.00	0.00	0.00	0.00	
July 1, 2021 as restated	0.00	123.76	2,805.69	3,053.93	564,859.60	
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	
June 30, 2022	0.00	0.00	0.00	0.00	58,406.46	

LONG BEACH SCHOOL DISTRICT
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General Fund Type	1925-8P SETTLEMENT FUND	1963-PAYROLL CLEARING FUND	1984-ACCOUNTS PAYABLE CLEARING	Combining Totals	Page 7
Revenues					
Local Sources	0.00	0.00	0.00	6,636,494.16	
Intermediate Sources	0.00	0.00	0.00	0.00	
State Sources	0.00	0.00	0.00	17,351,791.14	
Federal Sources	0.00	0.00	0.00	300,250.00	
Sixteenth Section Sources	0.00	0.00	0.00	23,000.00	
Total Revenues	0.00	0.00	0.00	24,311,535.30	
Expenditures					
Instruction	0.00	0.00	0.00	15,702,042.94	
Support Services	79,284.59	0.00	0.00	9,316,538.40	
Noninstructional Services	0.00	0.00	0.00	0.00	
Sixteenth Section	0.00	0.00	0.00	0.00	
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	
Debt Service	0.00	0.00	0.00	0.00	
Principal	0.00	0.00	0.00	248,500.00	
Interest	0.00	0.00	0.00	95,000.00	
Other	0.00	0.00	0.00	0.00	
Total Expenditures	79,284.59	0.00	0.00	25,362,081.34	
Excess(Deficiency) of Revenues Over Expenditures	(79,284.59)	0.00	0.00	(1,050,546.04)	

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LONG BEACH SCHOOL DISTRICT
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General Fund Type

	1825-SP SETTLEMENT FUND	1993-PAYROLL CLEARING FUND	1994-ACCOUNTS PAYABLE CLEARING	Combining Totals
Other Financing Sources(Uses)				
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	514,104.68
Other Transfers In	0.00	0.00	0.00	3,984,029.75
Payments to Escrow Agent	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	4,374,004.89
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	124,129.55
Net Change in Fund Balances	(79,284.59)	0.00	0.00	(926,416.49)
Fund Balances / Retained Earnings				
July 1, 2021	79,284.59	0.00	0.00	9,385,180.62
Prior period adjustments	0.00	0.00	0.00	0.00
July 1, 2021 as restated	79,284.59	0.00	0.00	9,385,180.62
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00
June 30, 2022	0.00	0.00	0.00	8,438,764.13

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LONG BEACH SCHOOL DISTRICT
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Special Revenue Fund Type

	2090-EXTENDED SCHOOL YEAR	2110-FOOD SERVICE	2131-SUMMER FEEDING 2021	2211-TITLE I - 84.010	2213-TITLE I - 1003(a) School Improvement
Revenues					
Local Sources	0.00	83,230.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	9,000.00	12,000.00	0.00	0.00	0.00
Federal Sources	0.00	1,172,646.00	60,000.00	1,057,113.90	34,766.57
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	9,000.00	1,268,076.00	60,000.00	1,057,113.90	34,766.57
Expenditures					
Instruction	9,000.00	0.00	0.00	869,648.07	34,766.57
Support Services	0.00	74,339.40	0.00	160,166.04	0.00
Noninstructional Services	0.00	1,538,410.43	7,450.00	7,299.79	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	9,000.00	1,612,743.83	7,450.00	1,037,113.90	34,766.57
Excess(Deficiency) of Revenues Over Expenditures	0.00	(344,667.83)	52,550.00	20,000.00	0.00

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Original Date Approved: 06/22/2021
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Special Revenue Fund Type	2090-EXTENDED SCHOOL YEAR	2110-FOOD SERVICE	2151-SUMMER FEEDING 2021	2211-TITLE I - 84.010	2213-TITLE I - 1000(a) School Improvement	Page 10
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Other Transfers In	0.00	150,000.00	0.00	0.00	0.00	
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	
Indirect Costs Transfers Out	0.00	110,000.00	0.00	20,000.00	0.00	
Other Transfers Out	0.00	0.00	150,000.00	0.00	0.00	
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	
Total Other Financing Sources(Uses)	0.00	40,000.00	(150,000.00)	(20,000.00)	0.00	
Net Change in Fund Balances	0.00	(304,667.83)	(97,450.00)	0.00	0.00	
Fund Balances / Retained Earnings						
July 1, 2021	0.00	481,914.70	140,079.51	0.00	0.00	
Prior period adjustments	0.00	0.00	0.00	0.00	0.00	
July 1, 2021 as restated	0.00	481,914.70	140,079.51	0.00	0.00	
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	
June 30, 2022	0.00	177,246.87	42,629.51	0.00	0.00	

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

Special Revenue Fund Type	2410-EEF BUILDINGS AND BUSES	2511-TITLE II - 84.267	2590-CARES ESSERF - 84.425	2594-ESSER II	2610-IDEA PART B - 84.027	Page 11
Revenues						
Local Sources	0.00	0.00	0.00	0.00	0.00	
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	
State Sources	115,484.00	0.00	0.00	0.00	0.00	
Federal Sources	0.00	35,925.34	110,425.73	2,949,625.00	732,533.82	
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00	
Total Revenues	115,484.00	35,925.34	110,425.73	2,949,625.00	732,533.82	
Expenditures						
Instruction	0.00	0.00	93,817.47	1,824,200.00	409,583.41	
Support Services	0.00	35,925.34	12,225.97	752,425.00	316,253.14	
Noninstructional Services	0.00	0.00	0.00	0.00	1,200.00	
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00	
Debt Service	0.00	0.00	0.00	0.00	0.00	
Principal	0.00	0.00	0.00	0.00	0.00	
Interest	0.00	0.00	0.00	0.00	0.00	
Other	0.00	0.00	0.00	0.00	0.00	
Total Expenditures	0.00	35,925.34	106,043.44	2,576,625.00	727,036.55	
Excess(Deficiency) of Revenues Over Expenditures	115,484.00	0.00	4,382.29	373,000.00	5,497.27	

Minutes of July 7, 2021

Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
 Amended Date Approved: _____

Special Revenue Fund Type	2410-EEF BUILDINGS AND BUSES	2511-TITLE II - 84.367	2590-CARES ESSERF - 84.425	2594-ESSER II	2610-IDEA PART B - 84.027	Page 12
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	4,382.29	373,000.00		5,497.27
Other Transfers Out	115,484.00	0.00	0.00	0.00		0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00		0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00		0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00		0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00		0.00
Total Other Financing Sources(Uses)	(115,484.00)	0.00	(4,382.29)	(373,000.00)		(5,497.27)
Net Change in Fund Balances	0.00	0.00	0.00	0.00		0.00
Fund Balances / Retained Earnings						
July 1, 2021	19,043.35	0.00	0.00	0.00		0.00
Prior period adjustments	0.00	0.00	0.00	0.00		0.00
July 1, 2021 as restated	19,043.35	0.00	0.00	0.00		0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00		0.00
June 30, 2022	19,043.35	0.00	0.00	0.00		0.00

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
 Amended Date Approved: _____

Special Revenue Fund Type	2620-PRESCHOOL - 84.173	2711-VOCATIONAL - 84.048	2811-TITLE IV - 84.424	2820-UNEMPLOYMENT COMP. FUND	2906-EDUCABLE CH-3	Page 13
Revenues						
Local Sources	0.00	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	196,484.25	0.00	0.00	0.00	20,000.00
Federal Sources	30,066.38	30,000.00	2,222.13	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	30,066.38	226,484.25	2,222.13	0.00	0.00	20,000.00
Expenditures						
Instruction	1,704.04	509,965.81	2,222.13	8,000.00	0.00	20,000.00
Support Services	27,137.22	106,493.57	0.00	5,000.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	1,000.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	28,841.26	616,459.38	2,222.13	14,000.00	0.00	20,000.00
Excess(Deficiency) of Revenues Over Expenditures	1,225.12	(389,975.13)	0.00	(14,000.00)	0.00	0.00

Minutes of July 7, 2021 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

Special Revenue Fund Type	2620-PRESCHOOL - 84.173	2711-VOCATIONAL - 84.048	2811-TITLE IV - 84.424	2820-UNEMPLOYMENT COMP FUND	2906-EDUCABLE CHILD
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	389,975.13	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	1,225.12	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	(1,225.12)	389,975.13	0.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	(14,000.00)	0.00
Fund Balances / Retained Earnings					
July 1, 2021	0.00	0.00	0.00	67,251.57	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2021 as restated	0.00	0.00	0.00	67,251.57	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
June 30, 2022	0.00	0.00	0.00	53,251.57	0.00

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

Special Revenue Fund Type	Combining Totals
Revenues	
Local Sources	83,230.00
Intermediate Sources	0.00
State Sources	352,968.25
Federal Sources	6,215,524.87
Sixteenth Section Sources	0.00
Total Revenues	6,651,723.12
Expenditures	
Instruction	3,782,907.50
Support Services	1,489,959.68
Noninstructional Services	1,555,360.22
Sixteenth Section	0.00
Facilities Acquisition and Construction	0.00
Debt Service	0.00
Principal	0.00
Interest	0.00
Other	0.00
Total Expenditures	6,828,227.40
Excess(Deficiency) of Revenues Over Expenditures	(176,504.28)

Minutes of July 7, 2021 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

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Special Revenue Fund Type	Combining Totals
Other Financing Sources(Uses)	
Proceeds of General Obligation Bonds	0.00
Proceeds of Refunding Bonds	0.00
Proceeds of Loan(s)	0.00
Inception of Capital Lease(s)	0.00
Insurance Loss Recoveries	0.00
Sale of Transportation Equipment	0.00
Sale of Other Property	0.00
Indirect Costs	0.00
Other Transfers In	539,975.13
Payments to Escrow Agent	0.00
Miscellaneous Other Financing Sources	0.00
Indirect Costs Transfers Out	514,104.68
Other Transfers Out	265,484.00
Payment to Refunded Bond Escrow Agent	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00
Miscellaneous Other Financing Uses	0.00
Premium on Debt Issuance	0.00
Total Other Financing Sources(Uses)	(239,613.55)
Net Change in Fund Balances	(416,117.83)
Fund Balances / Retained Earnings	
July 1, 2021	708,289.13
Prior period adjustments	0.00
July 1, 2021 as restated	708,289.13
Increase(Decrease) in reserve for inventory	0.00
June 30, 2022	282,171.30

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

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Capital Project Fund Type	2020-FUTURE RENOVATIONS & CONSTRUCT	Combining Totals
Revenues		
Local Sources	0.00	0.00
Intermediate Sources	0.00	0.00
State Sources	0.00	0.00
Federal Sources	0.00	0.00
Sixteenth Section Sources	0.00	0.00
Total Revenues	0.00	0.00
Expenditures		
Instruction	251,201.00	251,201.00
Support Services	0.00	0.00
Noninstructional Services	0.00	0.00
Sixteenth Section	0.00	0.00
Facilities Acquisition and Construction	5,244,101.53	5,244,101.53
Debt Service	0.00	0.00
Principal	0.00	0.00
Interest	0.00	0.00
Other	0.00	0.00
Total Expenditures	5,495,302.53	5,495,302.53
Excess(Deficiency) of Revenues Over Expenditures	(5,495,302.53)	(5,495,302.53)

Minutes of July 7, 2021 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 08/22/2021
Amended Date Approved: _____

Capital Project Fund Type

Other Financing Sources(Uses)	3030-FUTURE RENOVATIONS & CONSTRUCT	Combining Totals
Proceeds of General Obligation Bonds	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00
Proceeds of Loan(s)	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00
Insurance Loss Recoveries	0.00	0.00
Sale of Transportation Equipment	0.00	0.00
Sale of Other Property	0.00	0.00
Indirect Costs	0.00	0.00
Other Transfers In	0.00	0.00
Payments to Escrow Agent	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00
Other Transfers Out	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00
Premium on Debt Issuance	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00

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Net Change in Fund Balances (5,495,302.53) (5,495,302.53)

Fund Balances / Retained Earnings

July 1, 2021	5,495,302.53	5,495,302.53
Prior period adjustments	0.00	0.00
July 1, 2021 as restated	5,495,302.53	5,495,302.53
Increase(Decrease) in reserve for inventory	0.00	0.00
June 30, 2022	0.00	0.00

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

Debt Service Fund Type

	4021-THREE-MILL DEBT SERVICE FUND	4022-3 MILL / OSDB	4030-2019 GO Bond Repayment	Combining Totals
Revenues				
Local Sources	257,076.30	0.00	834,547.00	1,091,623.30
Intermediate Sources	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00
Total Revenues	257,076.30	0.00	834,547.00	1,091,623.30
Expenditures				
Instruction	0.00	0.00	0.00	0.00
Support Services	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00
Principal	295,000.00	73,000.00	610,000.00	978,000.00
Interest	98,107.50	0.00	658,150.00	756,257.50
Other	1,750.00	0.00	500.00	2,250.00
Total Expenditures	394,857.50	73,000.00	1,268,650.00	1,736,507.50
Excess(Deficiency) of Revenues Over Expenditures	(137,781.20)	(73,000.00)	(434,103.00)	(644,884.20)

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Minutes of July 7, 2021 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

Debt Service Fund Type	4021-THREE-MILL DEBT SERVICE FUND	4022-3 MILL / OSCB	4030-2018 GO Bond Replacement	Combining Totals
Other Financing Sources(Uses)				
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00
Other Transfers In	115,484.00	73,000.00	0.00	188,484.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00
Other Transfers Out	73,000.00	0.00	0.00	73,000.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	42,484.00	73,000.00	0.00	115,484.00
Net Change in Fund Balances	(95,297.20)	0.00	(434,103.00)	(529,400.20)
Fund Balances / Retained Earnings				
July 1, 2021	95,297.20	0.00	434,103.00	529,400.20
Prior period adjustments	0.00	0.00	0.00	0.00
July 1, 2021 as restated	95,297.20	0.00	434,103.00	529,400.20
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00
June 30, 2022	0.00	0.00	0.00	0.00

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LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2022

Original Date Approved: 06/22/2021
Amended Date Approved: _____

The above Original Combining Budget Report has been approved by the school board as noted in our board minutes dated June 22, 2021

Board President:  (signature)
Timothy I. Pierce (printed name)

Date: June 22, 2021

Board Secretary:  (signature)
Shane Walker (printed name)

Date: June 22, 2021

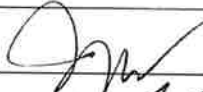

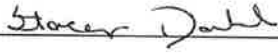
Minutes of July 7, 2021
Mayor and Board of Aldermen

BUDGET CERTIFICATION

Date: June 22, 2021

To: State Superintendent of Education

This is to certify that the FY 2022 budget of estimated revenues and expenditures for the support, maintenance and operation of this school district has been filed with the tax levying authority as required by Section 37-61-9, Mississippi Code of 1972 (Ann.), as amended.

Name of District: Long Beach School District	District No.: 2422
Date budget filed with taxing authority: 06/23/2021	
Signature of Superintendent : 	
Signature of School Board Chairman: 	
Signature of Taxing Authority Official: 	
Title of Taxing Authority Official: <u>C. ty Clerk</u>	

Please submit to the Office of School Financial Services via SharePoint. Place in the appropriate fiscal year folder for Annual Forms prior to August 15th.

Alderman Bennett returned to the meeting at this time.

It came on for discussion Contract – Albert & Robinson; Quarles House whereupon City Attorney Steve Simpson advised the Mayor and Board that the City could not legally make a pre-payment for services. After further discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the contract with the removal of the pre-payment clause.

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Town Green Waiver Request from Connect Community Church for a school supply giveaway:



June 10, 2021

City of Long Beach

Long Beach City Council,

Thank you all for serving our city as you do. This letter is to request the fees associated with use of the Town Green to be waived. We are planning a school supply giveaway and back to school event that will include the following:

- Free School Supplies and Back Packs for families across Long Beach
- Food provided for by Connect Community Church free to the families who receive the backpacks with supplies.
- There will also be games activities for families or any person that happens to drop by.

Thanks in advanced for your support!

In Christ,

Steven Simon
Lead Pastor

1234 MAIN STREET ANYTOWN, STATE ZIP (123)-456-7890 NO_REPLY@EXAMPLE.COM

Minutes of July 7, 2021
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
TOWN GREEN
Bob Paul
228-669-7601

Group / Individual Name (Permit tee):

Correct Community Church

Telephone Number: *228-209-7779*

Street Address: *19099 Pineville* Home *Suite 101* Work Cell

City *Long Beach* State *MS* Zip *39560*

Type of Event: *School Back Pack Grocery*

Start Time: *10 AM*

Closing Time: *2 pm*

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

7/24/21

(Date)

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: *6/10/21*

Rental Fee \$ *450.⁰⁰* Receipt # _____ Date *6/10/21*

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ *200.⁰⁰* Receipt # _____ Date *6/10/21*

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

Minutes of July 7, 2021
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNTY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Steven Simon, 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 10 day of June, 20 21.

Authorized Signature [Signature]

Witness [Signature]

Minutes of July 7, 2021
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 approve the by the Parks and Recreation Department.

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

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

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

Initial SR

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

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 SMS

Minutes of July 7, 2021
Mayor and Board of Aldermen

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

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

Date Received By Clerk's Office: 7/21/21 Time: _____ By: CS

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

Sponsoring Organization's Legal Name: Connect Community Choke

Organization Address: 19099 Pineville RD

Organization Agent: Steven Simon Title: Lead Pastor

Phone: 728 209-7779 Home _____ Cell _____ During Event

Agent's Address: 19099 Pineville RD

Agent's E-Mail Address: Steve@connectcommunity.org

Event Name: Back Pack Giveaway

Please give a brief description of the proposed special event:

Give away Back Packs / Food / Games

Event Day (s) & Date (s): 7/24/21 Event Time (s): 10am - 2pm

Set-Up Date & Time: 9am 7/24/21 Tear-Down Date & Time: 2:30 7/24/21

Event Location: Town Green

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

How many years has this event occurred? 1

ADOPTED: 08.18.20-BOARD ACTION

Minutes of July 7, 2021 Mayor and Board of Aldermen

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: N/A Through Date/Time: N/A

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

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

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

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES **NO**
If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 60

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

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

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

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

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

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

N/A

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

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

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

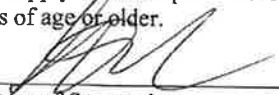
All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

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

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

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

Date 6/10/21


Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

Minutes of July 7, 2021
Mayor and Board of Aldermen

Event Title: School Backpack Give Away 7/24/21 10-2 pm

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

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

Police Dept: WV Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: JS Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: J Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: RP Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of July 7, 2021
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve the following Town Green Fee Waiver Request from Harper McCaughan Elementary for a back-to-school function:



Harper McCaughan Elementary

19200 Pineville Road | Long Beach, MS 39560
228-863-0478 | LBSDK12.com



June 24th, 2020

To Whom It May Concern:

Harper McCaughan Elementary School would like to reserve Town Green on Wednesday, July 28th, 2021. We will be hosting our staff back to school event. We are requesting that the fees be waived. It will be of our utmost importance to clean up after the event. We thank you for allowing us the opportunity to host our staff gathering at this location.

Sincerely,

Bridgette Moreaux
HMES Lead Teacher

Minutes of July 7, 2021 Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Harper McCaughan Elementary

Telephone Number: 863-0478 Home 228-234-7494 Work Cell

Street Address: 19200 Pineville Road

City Long Beach State MS Zip 39560

Type of Event: Back-to-School Staff Event

Start Time: 5:30pm.

Closing Time: 9:00 pm.

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

July 28, 2021

(Date)

Wednesday - South Gazebo

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 *Yomouaux* Date: *6/24/21*

Rental Fee \$ Receipt # Date

Deposit Fee \$ Receipt # Date

Clean-up Fee \$ Receipt # Date

*Approved
Bob Paul*

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Bridgette Morcaux, 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 24th day of June, 2021.

Authorized Signature Bridgette Morcaux

Witness [Signature]

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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Initial 

Minutes of July 7, 2021
Mayor and Board of Aldermen

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Initial BM

~ 4 ~

Breast Cancer Banner Fundraiser – LBHS Cheerleader Booster Club was tabled until the next meeting on July 20, 2021.

It came on for discussion Ditch South of Daugherty & Pineville where it was determined that City Engineer David Ball and Public Works Director Joe Culpeper would provide a recommendation to the Board at a later date.

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to schedule a work session on Thursday, July 8, 2021 at 4:30 pm for a Gateway Presentation.

It came on for discussion Zoning for Marijuana Dispensary, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to refer this item to the Planning & Development Commission for further research.

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following contract with Bottom 2 Top Construction LLC for the Joyce Basin Drainage project:

NOTICE OF AWARD

To: Bottom 2 Top Construction LLC
23272 Hwy 49 Frontage Rd Suite B
Saucier, MS 39574

PROJECT DESCRIPTION: JOYCE BASIN DRAINAGE
HMGP NO. 4429-0006
PICKERING FIRM, INC.
PROJECT NO. 25739.00

The OWNER has considered the BID submitted by you for the above-described WORK.

You are hereby notified that your BID has been accepted for items in the amount of \$ 691,110.52

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond and the required Payment Bond within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by Law.

Dated this 22nd day of June, 20 21

CITY OF LONG BEACH

BY: [Signature]
Name: George L. Bass
Title: Mayor

NA-1

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made as of the 29 day of JUL
in the year 2021 by and between the

CITY OF LONG BEACH, MISSISSIPPI
(hereinafter called the OWNER) and

Bottom 2 Top Construction LLC.
(hereinafter called CONTRACTOR)

WITNESSETH that OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

CONTRACTOR shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

**Joyce Basin Drainage
HMGP NO. 4429-0006
Pickering Firm, Inc.
Project No. 25739.00**

ARTICLE 2 ENGINEER

The Project has been designed by Pickering Firm, Inc. (126 Rue Magnolia, Biloxi, Mississippi 39530), who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

The work herein described shall be completed within **150 consecutive calendar days** for the project after the date of the Contract Time commences. This date is proposed from the date when the Contract Time commences to run following the issuing of a Notice to Proceed order.

ARTICLE 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Schedule of Values attached to this Agreement.

AG-1

Minutes of July 7, 2021 Mayor and Board of Aldermen

ARTICLE 5 APPLICATION FOR PAYMENT

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER during the course of this Agreement. All progress payments will be on the basis of the progress of the work completed and stored to date.

ARTICLE 6 PROGRESS AND FINAL PAYMENTS

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for payment as approved by ENGINEER. All progress payments will be on the basis of the progress of the work measured by the Schedule of Values.

- 6.1 *Progress Payments.* Prior to substantial completion, OWNER shall make progress payments in an amount equal to: 95% of the work completed, and 95% of material and equipment not incorporated in the work but delivered and suitably stored, less than each case the aggregate of payments previously made.

The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if ENGINEER recommends to OWNER that satisfactory progress is being made, OWNER shall reduce retainage to two and one-half (2-1/2) percent on the current and remaining estimates.

- 6.2 *Retainage.* Upon substantial completion, OWNER shall pay an amount sufficient to increase total payments of CONTRACTOR to 97.5% of the Contract Price, less retainage as the ENGINEER shall determine.

- 6.3 *Final Acceptance and Payment.* Upon final completion of the work and settlement of all claims, the CONTRACTOR may request a final inspection and may make a final Application for Payment upon the OWNER'S certificate of final acceptance.

The CONTRACTOR shall furnish the OWNER a notarized affidavit certifying that all claims, liens and other outstanding obligations incurred by him and his subcontractors in the performance of the work have been paid and settled at the submission of the Application for Final Payment.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between the OWNER and CONTRACTOR consist of the following documents, which are made a part of this agreement as fully as if disclosed and written at length and made a part thereof:

- 7.1 Invitation for Bids,
- 7.2 Standard Form of Agreement (AG-1 to AG-5, inclusive) and exhibits to this agreement,
- 7.3 Contractor's Performance Bond and Payment Bond,
- 7.4 Instructions to Bidders, (pages IB-1 to IB-5 inclusive),

AG-2

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

- 7.5 E-Verify Certification and Bid Package Checklist
- 7.6 Standard General Conditions of Contract,
- 7.7 Supplementary General Conditions and Exhibit A,
- 7.8 Bid Proposal (pages P-1 to P-9, inclusive) and any Addenda,
- 7.9 Technical Specifications,
- 7.10 Construction Drawings,
- 7.11 Any modifications, including Change Orders, duly delivered after execution of this agreement,
- 7.12 Notice of Award,
- 7.13 Notice to Proceed, and
- 7.14 Contractor's Bid Bond/Bid Security

ARTICLE 8 MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the Standard General Conditions shall have the meanings indicated in the Standard General Conditions.
- 8.2 Neither the OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his/her interest under any of the Contract Document; and specifically, CONTRACTOR shall not assign any moneys due or to become due without prior written consent of OWNER.
- 8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may be only altered, amended or repealed by a duly executed written instrument.
- 8.5 CONTRACTOR shall guarantee all work for one (1) full year after substantial completion as defined in the Standard General Conditions.
- 8.6 CONTRACTOR shall pay liquidated damages in the amount of EIGHT HUNDRED DOLLARS (\$800.00) per calendar day for each consecutive calendar day over the contract time.
- 8.7 Insurance requirements: CONTRACTOR shall meet all of the insurance requirements stipulated in the Standard General Conditions and Supplementary General Conditions.

Minutes of July 7, 2021
Mayor and Board of Aldermen

ARTICLE 9 OTHER PROVISIONS

- 9.1 OWNER will monitor the performance of CONTRACTOR against goals and performance standards required herein. Substandard performance as determined by OWNER will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by CONTRACTOR within a reasonable period of time after being notified by OWNER, contract suspension or termination procedures will be initiated in accordance with the Standard General Conditions.
- 9.2 OWNER may also suspend or terminate this contract at any time by giving written notice to CONTRACTOR of such suspension or termination as specified in Section 15 of the Standard General Conditions of this CONTRACT. CONTRACTOR may STOP WORK or TERMINATE WORK in accordance with Section 15.04 of the Standard General Conditions and as modified by the Supplementary General Conditions both of this CONTRACT.
- 9.3 CONTRACTOR shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement or after the resolution of all activities funded under this agreement.
- 9.4 CONTRACTOR shall ensure that each SUBCONTRACT includes all the provisions of this contract. CONTRACTOR is responsible for monitoring all SUBCONTRACTORS to ensure compliance with the provisions contained herein. CONTRACTOR shall not enter into any SUBCONTRACT without the written approval of OWNER.
- 9.5 Regarding Section 16.01 *Methods and Procedures* of **ARTICLE 16 - DISPUTE RESOLUTION** of the Standard General Conditions, this Section has been deleted via the Supplementary General Conditions and replaced with the following:

16.01 Methods and Procedures

- A. OWNER has not agreed to binding arbitration as a method and procedure for resolving disputes between OWNER and CONTRACTOR. A court of competent jurisdiction will only be used to settle all claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT or breach thereof.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

AG-4

Minutes of July 7, 2021
Mayor and Board of Aldermen

IN WITNESSETH WHEREOF; the parties have executed this Agreement the day and year first above written.

CITY OF LONG BEACH, MISSISSIPPI

BY: [Signature]
Sign

Name: George L. Bass
Print

Title: Mayor
Print

(SEAL)

ATTEST: [Signature]
Sign

Name: Stacey Dahl
Print

Title: City Clerk
Print

CONTRACTOR:

Bottom 2 Top Construction LLC.

BY: [Signature]
Sign

Name: Sara Fox
Print

Title: owner
Print

Address 23272 Hwy 49 Frontage
Rd. Ste. B. Savelier, MS 39574

(SEAL)

ATTEST: [Signature]
Sign

Name: Amanda Garcia
Print

Title: office manager
Print



Minutes of July 7, 2021 Mayor and Board of Aldermen

Bond No. GS52800082

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, Bottom 2 Top Construction LLC
(Name of Contractor)

23272 Hwy 49 Frontage Rd., Suite B Saucier, MS 39574

Address of Contractor

a Limited Liability Company, hereinafter called Principal,
Corporation, partnership or individual

and The Gray Casualty & Surety Company

Name of Surety

P.O. Box 6202, Metairie, LA 70009 - 6202

Address of Surety

a Corporation organized and existing under the laws of the State of LA and duly authorized to transact business in the State of Mississippi hereinafter called Surety, are held and firmly bound unto the City of Long Beach, hereinafter called the OWNER, in the penal sum of Six Hundred Ninety-One Thousand One Hundred Ten Dollars and Fifty-Two Cents Dollars (\$ 691,110.52) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 22 day of June 20 21, a copy of which is hereto attached and made a part hereof for the construction of:

**Joyce Basin Drainage
HMCP No. 4429-0006
PICKERING FIRM, INC.
PROJECT NO. 25739.00**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in fully force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Section 27-65-1, 27-65-21, 27-67-1, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PB-1

Minutes of July 7, 2021 Mayor and Board of Aldermen

PROVIDED FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in six (6) counterparts, each of which shall be deemed an original, this the 22 day of June, 2021.

ATTEST:

<p style="text-align: center;"><u>Sara Joy</u> Principal's Secretary</p> <p style="text-align: center;"><u>Tammy L. Cooke</u> Witness to Principal</p> <p style="text-align: center;">23272 Hwy 49 Frontage Rd., Suite B Address Saucier, MS 39574</p>	<p style="text-align: center;">Bottom 2 Top Construction LLC Principal 23272 Hwy 49 Frontage Rd., Suite B Saucier, MS 39574 Address</p> <p>BY: <u>Sara Joy / owner</u></p>
<p style="text-align: center;">ATTEST:</p> <p style="text-align: center;"><u>See attached Power of Attorney</u> Surety's Secretary</p> <p>(SEAL) <u>Brody Buckley</u> Witness as to Principal</p> <p style="text-align: center;">Brody Buckley Address P.O. Box 1490 Jackson, MS 39215-1490</p>	<p style="text-align: center;">The Gray Casualty & Surety Company Surety</p> <p>BY: <u>Stephen Wesley Price, Jr.</u> Attorney-In-Fact</p> <p style="text-align: center;">Stephen Wesley Price, Jr.</p> <p style="text-align: center;">P.O. Box 1490 Jackson, MS 39215-1490 Address Resident MS Agent Fisher Brown Bottrell</p>

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

Bond No. GS52800082

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned

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

Name and Address of Contractor

a Limited Liability Company, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

The Gray Casualty & Surety Company

Name of surety

P. O. Box 6202, Metairie, LA 70009 - 6202

Address of surety

hereinafter called Surety, are held and firmly bound unto the City of Long Beach, Mississippi, hereinafter referred to as the "Owner", in the penal sum of

~~One Hundred Ten Dollars and Fifty-Two Cents~~ ^{Six Hundred Ninety-One Thousand} Dollars (\$ 691,110.52)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 22 day of June, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

**JOYCE BASIN DRAINAGE
HMGP NO. 4429-0006
PICKERING FIRM, INC.
PROJECT NO. 25739.00**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporation furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PMT-1

Minutes of July 7, 2021 Mayor and Board of Aldermen

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 22 day of June, 2021.

ATTEST:

Sara Joy
Principal's Secretary

Tammy L. Cooke
Witness to Principal
23272 Hwy 49 Frontage Rd., Suite B
Address
Saucier, MS 39574



Bottom 2 Top Construction LLC
Principal
23272 Hwy 49 Frontage Rd., Suite B
Saucier, MS 39574
Address

BY: Sara Joy/owner

The Gray Casualty & Surety Company
Surety
Stephen Wesley Price, Jr.
Attorney-In-Fact
Stephen Wesley Price, Jr.

BY: Stephen Wesley Price, Jr.

ATTEST:

See attached Power of Attorney
Surety's Secretary

(SEAL)
Brody Buckley
Witness as to Principal
Brody Buckley
Address
P.O. Box 1490 Jackson, MS 39215-1490

P.O. Box 1490 Jackson, MS 39215-1490
Address
Resident MS Agent
Fisher Brown Bottrell

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PMT-2

Minutes of July 7, 2021 Mayor and Board of Aldermen

Fisher Brown Bottrell Insurance, Inc.
06/23/2021 14:58 1717056010717

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS52800082 **Principal:** Bottom 2 Top Construction LLC
Project: Joyce Basin Drainage HMGP No. 4429-0006 Pickering Firm, Inc. Project No. 25739.00

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Jerry G. Veazey, Jr., Trina Cobb, Peggy L. Jackson, Angela Bullie, Brody Eric Buckley, Amanda Jean Charfauros, and Stephen Wesley Price, Jr. of Jackson, Mississippi jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By: *Michael T. Gray*
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest: *Mark S. Manguno*
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:
Parish of Jefferson
On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar
Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this day of ,



Mark S. Manguno
Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

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

Police Dept:

- Promotion, Admin Captain Patrick Craig, PSA-13-XIII, effective July 1, 2021
- Promotion, Admin Captain Kenneth Lassabe, PSA-13-XIV, effective July 1, 2021

Fire Dept:

- Step Increase, Asst. Fire Chief George Byrd, FSA-15-XVI, effective July 1, 2021

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Mayor and Board of Aldermen

- Step Increase, Lieutenant Brad McGill, FS-12-VIII, effective July 1, 2021
- Step Increase, Fire Chief Griff Skellie, FSA-16-XVI, effective July 1, 2021

There came on for discussion the Budget Schedule for FY 2021-2022, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to schedule a budget work session on Tuesday, July 13, 2021 at 5:00 p.m.

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following authorization for advertisement for the Long Beach Senior Citizen Facility Generator:

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



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

July 1, 2021

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

RE: Long Beach Senior Citizen Facility Generator

Ladies and Gentlemen:

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

Authorize Advertisement:	July 6, 2021
First Advertisement:	July 9, 2021
Second Advertisement:	July 16, 2021
Receive Bids:	August 10, 2021

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the August 17, 2021 meeting. We anticipate the project cost at approximately \$150,000 for the diesel-powered generator and automatic transfer switch along with all installation costs.

Sincerely,

David Ball, P.E.

DB:1160

Minutes of July 7, 2021
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and
unanimously carried to approve the following authorization for advertisement for 2021
Sewer Rehabilitation & Inspection:

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



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

July 1, 2021

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

RE: 2021 Sewer Rehabilitation & Inspection
City of Long Beach

Ladies and Gentlemen:

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

Authorize Advertisement:	July 6, 2021
First Advertisement:	July 9, 2021
Second Advertisement:	July 16, 2021
Receive Bids:	August 10, 2021

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the August 17,
2021 meeting.

Sincerely,

David Ball, P.E.

DB:1144

Minutes of July 7, 2021
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with Overstreet & Associates for Klondyke Road Traffic Signal Repairs:

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



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

June 29, 2021

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

**RE: Klondyke Road Traffic Signal Repairs
ER-9082-00(004)LPA/108767-701000**

Ladies and Gentlemen:

Attached hereto is a proposed contract for the performance of professional engineering services for the referenced project submitted for your review.

If you find the contract acceptable, please authorize the Mayor to submit the contracts to MDOT for their concurrence. After MDOT concurrence and in accordance with MDOT's directions, the City may then execute the contracts. We look forward to moving forward on this project.

Sincerely,



David Ball, P.E.

DB:1134
Enclosure

**Minutes of July 7, 2021
Mayor and Board of Aldermen**

ESC
Rev. 08/28/94 (Base)
Rev. 01/29/18 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

Klondyke Road Traffic Signal Repairs

ER-9082-00(004)LPA/108767-701000

Harrison County

This CONTRACT, is made and entered into by and between the *City of Long Beach* a body Politic of the State of Mississippi (the "LPA"), and, *Overstreet and Associates PLLC* (the "CONSULTANT"), a *Mississippi* Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *161 Lameuse Street, Suite 203, Biloxi, MS 39530*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *the design of traffic signals at Klondyke Road at the intersections of Commission Road, Railroad Street, 28th Street and Cleveland Avenue*, as provided for in *ER-9082-00(004)LPA/108767-701000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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Minutes of July 7, 2021 Mayor and Board of Aldermen

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until *June 30, 2023*, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

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ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

Minutes of July 7, 2021 Mayor and Board of Aldermen

F. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT'S negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

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errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

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The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDCI's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

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of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

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Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

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all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Harrison* County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Harrison* County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility - as stated in "Exhibit 5".
- II. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

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eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA'S intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

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ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Mayor George L. Bass
P. O. Box 929
Long Beach, MS 39560
Telephone: 228-863-1554
Facsimile: 228-865-0822

For Technical Matters:
Mayor George L. Bass
P. O. Box 929
Long Beach, MS 39560
Telephone: 228-863-1554
Facsimile: 228-865-0822

CONSULTANT:

For Contractual Matters:
F. Jason Overstreet, P.E.
Overstreet and Associates PLLC
161 Lameuse Street, Suite 203
Biloxi, MS 39530
Telephone: (228) 967-7137
Facsimile: N/A
Email: jason@overstreeteng.com

For Technical Matters:
David Ball, P.E.
Overstreet and Associates PLLC
161 Lameuse Street, Suite 203
Biloxi, MS 39530
Telephone: (228) 967-7137
Facsimile: N/A
Email: david@overstreeteng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E.# 18601
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E.# 16546
Surveyor # _____

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ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Long Beach

Mayor George L. Bass

WITNESS this my signature in execution hereof, this the 30th day of JUNE, 2021.

Overstreet and Associates, PLLC

[Handwritten Signature]

Jason Overstreet, P.E.
ATTEST: *[Handwritten Signature]*

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

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EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

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EXHIBIT 2

SCOPE OF WORK

This CONSULTANT shall provide all necessary professional services required to complete environmental studies—ENV-160—preliminary engineering, all necessary field surveying, the determination of required Right-of-Way limits, roadway hydraulic design, for the preparation of construction plans for traffic signal repairs. The project location for these services includes **Klondyke Road** at the intersections of **Commission Road, Railroad Street, 28th Street** and **Cleveland Avenue** in **Long Beach, Harrison** County. The CONSULTANT shall prepare all plans, specifications, and provide a Engineers Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

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TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

This project shall be performed using English units, unless stated otherwise by the MDOT.

For other type contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

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It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

As a minimum, the Scope of Work shall be divided into two phases as follows:

FIELD REVIEW PLANS

Part 1 – Pre-Design Conference

Part 2 – Conceptual Plans

Part 3 – Field Inspection Plans

OFFICE REVIEW PLANS

Part 1 – Design Conference

Part 2 – Office Review Plans

Part 3 – Final Contract Plans

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Centerline Survey and Control:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;

FIELD REVIEW PLANS:

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

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Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. **TRAFFIC SIGNAL PLANS:** Title Sheet(s), typical sections, plan sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation). In addition, the conceptual plans shall include preliminary right-of-way limits. The Preliminary Right-of-Way limits shall be consistent with the Conceptual Right-of-Way that was presented during the environmental process, subject to changes as needed based on preliminary design.

Part 4 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. **TRAFFIC SIGNAL PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, construction limits, cross-sections, preliminary earthwork quantities, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.

OFFICE PLANS:

This work shall consist of all services required for the production of final contract plans.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When Field Inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - DESIGN CONFERENCE

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The purpose of the Design Conference is to discuss any updated procedures or policies the LPA may have enacted that would impact the final design phase of the project. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

Part 2 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans and quantity calculations in 8.5"x11" format for review by the LPA. A pdf file of the quantity calculations shall also be submitted. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

Part 3 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. TRAFFIC SIGNAL PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan sheets; special design sheets; and all notes and data used to develop the plans.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

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EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$8,499.50 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

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the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$876.64, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$8,499.50 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$7,305.36	\$317.50	\$876.64	\$0,000.00	\$8,499.50

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EXHIBIT 4

SAMPLE INVOICE - COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
 ADDRESS
 CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. _____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid - not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

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SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

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EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964**

**COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND
SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION
ACT, and WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

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shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

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EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
- (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

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I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 30th day of JUNE, 2021

Overstreet and Associates PLLC

F. Jason Overstreet
F. Jason Overstreet, P.E.

ATTEST [Signature]

My Commission Expires:

[Signature]
Notary



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EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

City of Long Beach, MS

Mayor George L. Bass

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EXHIBIT 8

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

1336140

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: *F. Jason Overstreet* 6/30/21
Authorized Officer or Agent Date

F. Jason Overstreet, P.E. President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 30th day of June, 2021.

W. L. ...
NOTARY PUBLIC
My Commission Expires: Sept. 12, 2023

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



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Summary

**City of Long Beach Klondyke Road Traffic Signal Repairs
Harrison County
ER-9082-00(004)LPA/108767-701000
Overstreet & Associates, PLLC.
6/30/2021**

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	4		\$167.00	\$240.48	\$0.00	\$407.48	\$317.50	\$48.90	\$773.88
Meetings	13		\$480.00	\$691.20	\$0.00	\$1,171.20		\$140.54	\$1,311.74
Environmental									
Geotechnical									
Roadway	44		\$1,684.00	\$2,424.96	\$0.00	\$4,108.96		\$493.08	\$4,602.04
Bridge									
Hydraulics									
Survey									
PS&E/Advertisement	21		\$663.00	\$954.72	\$0.00	\$1,617.72		\$194.13	\$1,811.85
Total	82		\$2,994.00	\$4,311.36		\$7,305.36	\$317.50	\$876.64	\$8,499.50

Grand Total \$8,499.50

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Activation Sheet

**City of Long Beach Klondyke Road Traffic Signal Repairs
Harrison County
ER-9082-00(004)LPA/108767-701000
Overstreet & Associates, PLLC.
6/30/2021**

MOOT Process Item Description	No. Sheets	Estimated Hours								Total Hours
		Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	
Project Activation										
LPA 100	1.0									1.0
LPA 700-900	1.0									1.0
Kickoff Meeting	1.0									1.0
Quality Control			1.0							1.0
Total Hours		3.0	1.0							4.0
Raw Labor Rates		\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00			
Labor Cost		132.0	\$35.00							\$167.00
Overhead								144.00%		\$240.48
Fixed Fee								12.00%		\$48.90
FCCM Overhead								0.00%		\$0.00
Direct Costs:										
Mileage						100.0		Unit Price ¹ \$0.58		\$57.50
Meals								\$46.00		
Lodging								\$96.00		
Postage										
Supplies										
Reproductions						1000.0		\$0.26	\$260.00	
Other										
<small>See State Travel Manual</small>										
Total Direct Costs:										\$317.50
Prime Total										\$773.88
Subconsultant A										
Subconsultant B										
Subconsultant Total										
Project Total										\$773.88

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Meetings Sheet City of Long Beach Klondyke Road Traffic Signal Repairs Harrison County ER-9082-00(004)LPA/108767-701000 Overstreet & Associates, PLLC. 6/30/2021

MDOT Process Item Description	No.	Estimated Hours									Total Hours
	Sheets	Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification		
Field Review											
Print and Distribute Plans		1.0					1.0				2.0
Conduct Plan in Hand review		1.0	1.0								2.0
Prepare Field Review Report			1.0								1.0
Office Review											
Print Plans and Specifications							1.0				1.0
Compile Design Notebook			1.0								1.0
Prepare ROW/UM Status Report		1.0									1.0
Conduct Plan Review			1.0								1.0
Prepare Office Review Report		1.0									1.0
PS&E Assembly											
MDOT Coordination		1.0	1.0								2.0
Quality Control			1.0								1.0
Total Hours		5.0	6.0				2.0				13.0

Raw Labor Rates		\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$25.00	\$20.00		
Labor Cost		220.0	210.0				50.0			480.00
						Overhead	%	144.00%		\$691.20
						Fixed Fee	%	12.00%		\$140.54
						FCCM Overhead	%	0.00%		\$0.00
Direct Costs:										
					Qty.	Unit Price ¹				
						Mileage	\$0.58			
						Meals	\$46.00			
						Lodging	\$96.00			
						Postage				
						Supplies				
						Reproductions	\$0.26			
						Other				
						¹ See State Travel Handbook				
						Total Direct Costs:				

Prime Total	\$1,311.74
Subconsultant A	=
Subconsultant B	=
Subconsultant Total	=
Project Total	\$1,311.74

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Roadway Sheet City of Long Beach Klondyke Road Traffic Signal Repairs Harrison County ER-9082-00(004)LPA/108787-701000 Overstreet & Associates, PLLC. 6/30/2021

MOOT Process Item Description	No		Estimated Hours							
	Sheets	Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	Total Hours
Field Review										
Horizontal Alignment Design										
Mainline										
Vertical Alignment Design										
Mainline-New Alignment and/or Regrade Existing Lanes										
Cross Sections										
Run Pattern Lines										
Cut Existing Cross Sections										
Evaluate/Run Shape Files										
Determine Proposed Template Criteria										
Generate Proposed Templates										
Determine Constructability Issues		1.0	1.0							2.0
Adjust Cross Sections For Revised Bridge Recommendations										
Phase Construction Details										
Preliminary Earthwork Calculations										
Plan Profile Sheets										
Sheet Clean-Up and Organization		1.0	1.0							2.0
Add Notes, Bridges, & Pipes in Profile View										
Adjust Profile for Revised Bridge Recommendations										
Erosion Control Sheets										
Miscellaneous Sheets										
Special Design Sheets		1.0	2.0							3.0
Conceptual Permanent Striping										
Conceptual Permanent Striping Plan		1.0	1.0							2.0
Traffic Control Plan										
Evaluate Construction Phasing		1.0	1.0							2.0
TCP Sheets		1.0								1.0
TCP Typical Sections		1.0	1.0							2.0
Revise Plans Per Conceptual Review			1.0							1.0
GA/DC		1.0	1.0							2.0
Office Review										
Typical Sections										
Add Paving Details & Notes		1.0	1.0							2.0
Summary of Quantity Sheets										
Create SQ Sheets			1.0							1.0
Select Appropriate Pay Items		1.0	1.0							2.0
Add Footnotes			1.0							1.0
Estimated Quantity Sheets										
Earthwork (phased if necessary)										
Drainage Structures										
Permanent Erosion Control										
Traffic Control										
Pavement Marking (permanent and temporary)										
Removal Items			1.0							1.0
Side Drains										
Guardrail										
Junction Boxes										
Box Culverts										
Bridge End Pavement										
Permanent Striping										
Hydraulic Design Data										
Incidental Construction Items			1.0							1.0
Quantity Calculations										
Quantity Calculations		1.0	6.0							7.0
Plan Profile Sheets										
Sheet Clean-up and Organization		1.0	1.0							2.0

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Roadway Sheet City of Long Beach Klondyke Road Traffic Signal Repairs Harrison County ER-9082-00(004)LPA/108767-701000 Overstreet & Associates, PLLC. 6/30/2021

MOOT Process Item Description	Sheets	Senior Engineer	Senior Project Manager	Senior Engineer/Technician	Engineer/Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	Total Hours
Design & Place Permanent Erosion Control Items		1.0		1.0						2.0
Place Earthwork Information (phasor if necessary)										
Traffic Control Detail Sheets										
Develop Phasing Narrative (if necessary)										
Construction Signing Detail										
TCP Sheets		1.0		1.0						2.0
TCP Typical Sections										
Address Corrections From MOOT TCP Check										
Special Design Sheets		1.0		2.0						3.0
Erosion Control Sheets (including plan-profile EC sheets)										
QA/QC		1.0		1.0						2.0
Submit Office Review Plans										
2 Multi-Page PDF Files For Plans & Cross Sections				1.0						1.0
Complete/Submit Phase B Checklist										
Submit Quantity Calculations (1 multi-page pdf)										
Submit CADD Files										
Total Hours		10.0		38.0						44.0

Raw Labor Rates	\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00		1,684.00
Labor Cost	704.0	890.0								1,684.00
Overhead	%	144.00%								\$2,424.96
Fixed Fee	%	12.00%								\$493.08
FCCM Overhead	%	0.00%								\$0.00
Direct Costs:										
Mileage	Qty.						Unit Price*			
Meals							\$0.58			
Lodging							\$48.00			
Postage							\$96.00			
Supplies										
Reproductions							\$0.26			
Other										
<small>* See State Fiscal Comptroller</small>										
Total Direct Costs:										\$4,602.04
Prime Total										\$4,602.04
Subconsultant A										
Subconsultant B										
Subconsultant Total										
Project Total										\$4,602.04

Bridge Sheet City of Long Beach Klondyke Road Traffic Signal Repairs Harrison County ER-9082-00(004)LPA/108767-701000 Overstreet & Associates, PLLC. 6/30/2021

MOOT Process Item Description	Sheets	Senior Engineer	Senior Project Manager	Senior Engineer/Technician	Engineer/Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	Total Hours
Field Review										
Bridge Plans										
Index, Quantities, & Notes										
General Plan & Elevation										
Abutment										
Pile Layout										
Framing Plan & Order Schedule										
Prestressed Gider Details										
Deck Slabs										
Site Visit										
QA/QC										
Office Review										
Bridge Plans										
Index, Quantities, & Notes										
Load Rating										
Constructability Review										
QA/QC										
Submit Office Review Plans										
2 Multi-Page PDF Files For Plans & Cross Sections										
Complete/Submit Phase B Checklist										
Submit Quantity Calculations (1 multi-page pdf)										
Submit CADD Files										
Total Hours										

Raw Labor Rates	\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00		
Labor Cost										
Overhead	%	144.00%								
Fixed Fee	%	12.00%								
FCCM Overhead	%	0.00%								
Direct Costs:										
Mileage	Qty.						Unit Price*			
Meals							\$0.58			
Lodging							\$48.00			
Postage							\$96.00			
Supplies										
Reproductions							\$0.26			
Other										
<small>* See State Fiscal Comptroller</small>										
Total Direct Costs:										\$0.00
Prime Total										\$0.00
Subconsultant A										
Subconsultant B										
Subconsultant Total										
Project Total										\$0.00

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Hydraulics Sheet City of Long Beach Klondyke Road Traffic Signal Repairs Harrison County ER-9082-00(004)LPA108767-701000 Overstreet & Associates, PLLC. 6/30/2021

MDOT Process Description	No. Sheets	Estimated Hours									Total Hours	
		Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification			
Field Review												
A. Structure Recommendations												
Design recommendations subvert and cross drains												
Drainage details												
B. Storm Sewer Design												
Design data for Structures												
Drainage details												
C. Temporary Drainage Design												
Bioswale Design												
D. Sediment Basin Design												
E. Hydraulic Models and Calculations												
Calculate D.A. & Flow Rate For Cross Drains, Side Drains, & Ditches												
F. Hydraulic Storm Drain Models												
G. Hydraulic Report												
H. No-Rise/No-Import Certification												
I. Preliminary Erosion Control Sheets												
J. Typical Sections												
K. QA Review												
L. Cost Estimate												
Office Review												
General Notes												
Summary of Quantities												
Cross-Sections Draw Drainage Structures On Cross-Sections												
Cross-Sections Adjust Cross-Sections for pavement recommendations												
Drainage Detail Sheets (1"x20")												
Draw Storm Drain Inlets & Pipes in Plan/Profile View												
Add Drainage Notes in Plan/Profile View												
Cross Sections												
Erosion Control Details												
Standard Drawings												
Special Design Details												
Special Provisions												
QA Review												
Office Review												
Update opinion of Probable Cost												
Revise plans/special provisions per City comments												
Revise Plans												
Estimated Quantities												
Plan Sheets 1"x20"												
Misc. Details												
Quality Control												
Total Hours	Total Hours											

Raw Labor Rates	\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$26.00	\$0.00	\$0.00
Labor Cost								
						Overhead	%	144.00%
						Fixed Fee	%	12.00%
						FCCM Overhead	%	0.00%
						Direct Costs:	Qty.	Unit Price ¹
						Mileage		\$0.58
						Meals		\$48.00
						Lodging		\$88.00
						Postage		
						Supplies		
						Reproductions		\$0.26
						Other		
						<small>¹ See State Travel Handbook</small>		
						Total Direct Costs		
						Prime Total		
						Subconsultant A		
						Subconsultant B		
						Subconsultant Total		
						Project Total		

Survey Sheet City of Long Beach Klondyke Road Traffic Signal Repairs Harrison County ER-9082-00(004)LPA108767-701000 Overstreet & Associates, PLLC. 6/30/2021

MDOT Process Description	Item	No. Sheets	Estimated Hours									Total Hours
			Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification		
Field Review												
Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (x Properties)												
Property Owner Interview & Questionnaire (x Properties)												
Establish/Verify the Primary Horizontal & Vertical Control												
Establish Secondary Control Points as a Supplement to the Primary Control												
Establish and Verify Approx. x TBM's (Temporary Benchmarks)												
Perform Topographic Survey of Main Line (x LF @ y Intervals)												
Layout and Perform Cross Sections of Main Line (x LF @ y Intervals)												
Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ x Intervals)												
Layout and Perform Cross Sections of Main Line (x side roads - y LF @ z Intervals)												
Traverse, Profile, & Section Major Drainage Channels (x Locations - y within Roadway Limits)												
Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities												
Develop Digital Terrain Model												
Generate Finalized Existing Conditions Drawings												
Quality Control												
Total Hours												

Raw Labor Rates	\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$26.00	\$0.00	\$0.00
Labor Cost								
						Overhead	%	144.00%
						Fixed Fee	%	12.00%
						FCCM Overhead	%	0.00%
						Direct Costs:	Qty.	Unit Price ¹
						Mileage		\$0.58
						Meals		\$48.00
						Lodging		\$88.00
						Postage		
						Supplies		
						Reproductions		\$0.26
						Other		
						<small>¹ See State Travel Handbook</small>		
						Total Direct Costs		
						Prime Total		
						Subconsultant A		
						Subconsultant B		
						Subconsultant Total		
						Project Total		

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PS&E / Advertisement
City of Long Beach Klondyke Road Traffic Signal Repairs
Harrison County
ER-9082-00(004)LPA/108767-701000
Overstreet & Associates, PLLC.
6/30/2021

MDOT Process Description	Item	No. Sheets	Estimated Hours							Labor Classification	Labor Classification	Total Hours
			Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I				
PS&E Assembly												
Right of Way Certification				1.0								1.0
Utility Certification				1.0								1.0
Encroachment Certification				1.0								1.0
Hazardous Waste Certification				1.0								1.0
Asbestos Abatement Certification				1.0								1.0
Compose Letters				1.0								1.0
Compile Forms				1.0								1.0
Print Plans			1.0									1.0
Assemble Specifications				1.0								1.0
Material Checklist								1.0				2.0
MDOT Coordination				1.0								1.0
Advertisement												1.0
Print Plans and Specifications			1.0					1.0				2.0
Prepare Advertisement				1.0				1.0				2.0
Bidder Coordination				1.0				1.0				2.0
Receive & Evaluate Bids				1.0				1.0				2.0
Assemble Bids and Submit				1.0				1.0				2.0
Quality Control								1.0				2.0
Total Hours			2.0	13.0				6.0				21.0

Raw Labor Rates	\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00	
Labor Cost	88.0	455.0				120.0			683.00
Overhead							144.00%		\$954.72
Fixed Fee							12.00%		\$194.13
FCCM Overhead							0.00%		\$0.00

Direct Costs:	Qty.	Unit Price ¹
Mileage		\$0.58
Meals		\$48.00
Lodging		\$96.00
Postage		
Supplies		
Reproductions		\$0.26
Other		

¹See State Travel Handbook

Total Direct Costs:

Prime Total	\$1,811.85
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$1,811.85

Minutes of July 7, 2021
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McGoey and
unanimously carried to authorize the following Drainage Survey at 604 Saratoga Drive
to be performed by Overstreet & Associates:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

July 2, 2021

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

RE: Drainage Survey at 604 Saratoga Drive

Ladies and Gentlemen:

At the request of the Mayor, we have obtained a price to perform a survey of the easement at the referenced property. This survey will be used to facilitate drainage improvements in the area. The survey can be performed for approximately \$1000. Please advise if you wish us to perform this work so that the improvements may proceed.

Sincerely,

David Ball, P.E.

DB:539

<https://overstreetengms.sharepoint.com/sites/AllTeam/Shared Documents/docs/0539/Walley Drainage Survey 20210702.docx> Page 1 of 1

It came on for discussion equipment at Public Works, whereupon Public Works Director Joe Culpepper stated that his department was in need of a skid steer, a replacement motor, a dump truck, a mini track hoe and a headed asphalt bed. After continued discussion, Alderman Frazer made motion seconded by Alderman

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Mayor and Board of Aldermen

McCaffrey and unanimously carried to authorize purchase of the aforesaid items from the Water/Sewer Fund not to exceed \$300,000.00.

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following request to Discard and or Donate items from the Recreation/Senior Center:

Request to Discard and or Donate

I hereby request the mayor and board of Alderman to consider the following exercise equipment from parks and rec/ Senior center inventory declared surplus property.

4 T8 Sport Treadmills

2 Lk8150 LED Ellipticals

3 LK500 RIB Recumbent Bikes

We would like to donate what is still usable to the Long Beach Police and Fire Department and appropriately discard the remaining damaged equipment.

We would also like to appropriately discard (2) True Manufacturing 2009 one section glass door refrigerators 27" Model GDM-23-HC-TSL01. Both refrigerators have had repairs made along the years including both compressors. We have replaced both refrigerators with one T-49-HC double door refrigerator costing \$3,850.93 purchased from Associated Food Equipment.

Thank you



Robert J Paul Jr

Director Long Beach Parks @Recreation

The Mayor asked for Director Joe Culpepper to provide an update to the drainage issue and sinkhole on Pino Street. Mr. Culpepper stated that he and City Engineer David Ball were currently working on getting funding from NRCS to correct these issues.

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize the advertisement of Navigation Channel Lights & Signage in the harbor.

Minutes of July 7, 2021
Mayor and Board of Aldermen

Authorize Advertisement – Harbor Debris Removal was removed from the agenda.

The Mayor recognized the City Attorney for his report, whereupon he provided an update to 2 small claims, neither of which required action.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk