

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF SEPTEMBER 6, 2022
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Proclamation – Constitution Week
- V. AMENDMENTS TO THE MUNICIPAL DOCKET
- VI. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. August 16, 2022 Regular
 - b. August 23, 2022 Work Session
 - c. August 23, 2022 Special Meeting
 - 2. PLANNING AND DEVELOPMENT COMMISSION
 - a. August 25, 2022 Regular
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 090622
- VIII. UNFINISHED BUSINESS
 - 1. Evacuation Route
 - 2. ARPA Premium Pay
- IX. NEW BUSINESS
 - 1. Special Event App & Fee Waiver – MS Dental Hygienists; Go The Extra Smile 5K
 - 2. Special Event App & Fee Waiver – Live Oak Baptist Church; Fall Festival
 - 3. Special Event App – Long Beach Community Dev Assoc; Sea-Santa-Sail-A-Bration
 - 4. Fee Waiver Request – Equal Steps Veteran Home
 - 5. Employee Benefit Package FY 2023
 - 6. Funding Request – Donnie Levens American Legion Post 1995
 - 7. Resolution – Adopting Municipal Budget Fiscal Year 2023
 - 8. Resolution – Setting Millage Rate Fiscal Year 2023
 - 9. Lease – City Hall Office Space; Overstreet & Associates
 - 10. Discussion – Ord #629 Leisure & Recreation District; Alderman Brown
 - 11. Discussion – Update/Status Hurricane Zeta Debris Reimbursement; Alderman Frazer
- X. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept – Education Pay (1)
 - b. General Admin – Step Increase (3)
 - c. Mayor's Office – Pay Increase (1)
 - d. Building Office – Step Increase (2)
 - e. Harbor – Step Increase (4)
 - f. Recreation – Step Increase (1); New Hire Declined (1)
 - g. Senior Citizens – Step Increase (2)
 - h. Utility Billing – Step Increase (1)
 - 3. CITY CLERK
 - a. Cemetery Plot Purchase – Imogene Rutledge
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Interlocal Agreement – Harrison County; Operation Stonegarden Grant
 - 6. ENGINEERING
 - a. Supplemental Agreement – Overstreet & Assoc; Pineville Rd Sidewalks Phase II
 - b. Project Close Out – 2021 Sewer Inspection & Cleaning
 - c. MDOT Form LPA-100 – Pineville Rd Sidewalks Phase II
 - d. Authorize Advertisement – N. Jeff Davis Extension
 - e. Authorize Advertisement – Trautman Basin Wastewater Improvements
 - f. Award Harbor Hurricane Zeta Debris Removal – Gill's Crane & Dozer
 - g. Contract – Harbor Master Building Repairs; David Rush Construction LLC
 - h. 2022 ARPA Applications & Resolution
 - i. Award – Library Roof Repairs; Rowell Roofing, Inc.
 - j. RFQ Emergency Removal Bait Shop & Fuel Facility
 - 7. PUBLIC WORKS
 - a. Authorization to Advertise Annual Bids FY 23
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
- XI. REPORT FROM CITY ATTORNEY
- XII. ADJOURN (OR) RECESS

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

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

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

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

The Mayor proclaimed the week of September 17 – 23 as Constitution Week.

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

- August 16, 2022 Regular
- August 23, 2022 Work Session
- August 23, 2022 Special Meeting

Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to approve the regular minutes of the Planning & Development Commission dated August 25, 2022, as submitted.

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve payment of invoices listed in Docket of Claims number 090622.

It was the consensus of the Mayor and Board to table Evacuation Route until the next regular meeting on Tuesday, September 20, 2022.

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to table ARPA Premium Pay until the next regular meeting on Tuesday, September 20, 2022

Alderman Johnson made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Event Application submitted by the Mississippi Dental Hygienists' Association for the Go The Extra Smile 5K, and waive any applicable fees:



Attn : Mayor of Long Beach and Board of Alderman

August 18th, 2022

Hello,

My name is Aubrey Moody, Events Chairman, for the Mississippi Dental Hygienist's Association. We are a non-profit organization that works to represent dental hygienists across Mississippi and support the profession. Established on September 15, 1928, the MDHA is affiliated with American Dental Hygienists' Association (ADHA) as the eighteenth state in the nation to become chartered with the organization.

Today, the Association represents all nationally registered dental hygienists in Mississippi and provides continuing education, resources, and advocacy on behalf of members.

This year, we are hosting the 1st ever MDHA 5k run/walk event to bridge the gap between the dental field and public. We want the public and those in the dental community to come together as one for this event to promote dental health. Considering we are a non-profit organization, we are using these funds raised from this event to put towards our student scholarships we have started. Furthermore, a portion of remaining funds will be donated to local charity to raise awareness on the importance of oral health.

We are so grateful for the City of Long Beach allowing us to host our event in such a beautiful town. To make an event happen for a small organization like ours, it takes a lot of dedication and help of others. Please consider waive the fees associated with hosting this event in the City of Long Beach. Again, every little detail counts and having the fees waived would allow us to put more into our student scholarships and charity donation.

If you have any other questions, do not hesitate to contact me. God bless you all.

Best,
Aubrey Moody
MDHA Events Chairman
Cell – 228.234.9706
Email – aubreymoody5@gmail.com
Website – www.mississippiadha.org

Minutes of September 6, 2022
Mayor and Board of Aldermen

October 8, 2022
Saturday
5K Run
7:00 AM - 11:00 AM
Town Green

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: 8/19/22 Time: 3:38 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: Mississippi Dental Hygienists' Association

Organization Address: 552 Hwy 18 Bay Springs, Ms 39722

Organization Agent: Ambrey Moody Title: Events Chairman

Phone: _____ Home _____ Cell (228) 239-9706 During Event

Agent's Address: 201 Ash Lane Gulfport Ms 39507

Agent's E-Mail Address: ambrey.moody5@gmail.com

Event Name: Go the Extra Smile 5K

Please give a brief description of the proposed special event:

MDHA is hosting this 5k event to raise funds for student scholarship & donation to raise awareness on the importance of oral health.

Event Day (s) & Date (s): October 8th, 2022 Event Time (s): 7:00am-10/11:00am

Set-Up Date & Time: 10/8/22 5:00am Tear-Down Date & Time: 10/8/22 11:00am

Event Location: Town Greene - down Magnolia to Lang Hwy 902 back

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

How many years has this event occurred? 1st year event

ADOPTED: 08.18.20-BOARD ACTION

Minutes of September 6, 2022 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: 10/6/22 7am Through Date/Time: 10/6/22 10am

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? 50

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 September 6, 2022 Mayor and Board of Aldermen

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

police department assistance, possible street closures

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.

6/17/22
Date

[Signature] - MDHA Events Chairman
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Mississippi Dental Hygienists' Association

Telephone Number: _____ (228) 239-9704
Home Work Cell

Street Address: 552 Hwy 18

City Bay Springs State MS Zip 39922

Type of Event: 5K walk/run

Start Time: 7:00 am

Closing Time: 10-11:00 am

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
October 9th 2022
(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 shoofly.

Signature [Signature] MDHA Event Chair Date: 6/17/22

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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Minutes of September 6, 2022
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 Rubey Moody, 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 18th day of August, 20 22.
Authorized Signature: [Signature]
Witness: [Signature]

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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**Minutes of September 6, 2022
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FEES:

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

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

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

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

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

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

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

A handwritten signature in blue ink, followed by a horizontal line and a circular stamp containing the initials 'AM'.

Minutes of September 6, 2022 Mayor and Board of Aldermen

Event Title: Go the Extra Mile SK 10/8 - 7-11 AM

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

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

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

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

Parks/Rec: RJ 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

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 Mayor and Board of Aldermen

Client#: 540288 MISSISSIPPI

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
8/22/2022

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

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

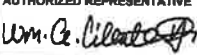
PRODUCER Marsh & McLennan Agency LLC 510 Bank Street Commons, Suite 200 Cape May, NJ 08204	CONTACT NAME: Lisa Field PHONE (A/C, No, Ext): 201-336-1266 FAX (A/C, No): 866-795-1342 E-MAIL ADDRESS: Lisa.Field@MarshMMA.com														
INSURED Mississippi Dental Hygiene Association 55 W. Segrest Ave. Bay Springs, MS 39422	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE Property & Casualty Insurance Co	20699	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		D98242375	08/22/2022	08/22/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Long Beach is named as Additional Insured on the General Liability policy as required by written contract.

CERTIFICATE HOLDER City of Long Beach City Clerks Office 645 Klondyke Rd. P.O. Box 929 Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 #S11651621/M11651618

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Mayor and Board of Aldermen



**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Event Application submitted by Live Oak Baptist Church for Fall Festival – Truck A Treat, and waive any applicable fees:

Live Oak Baptist Church
19099 Pineville Rd.
Long Beach Mississippi, 39560

To: City of Long Beach
201 Jeff Davis Ave
Long Beach MS. 39560

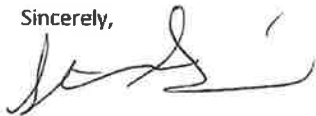
Subj: Waive of Town Green Usage Fee

City of Long Beach,

We respectfully ask that the fee be waived for us to use the Town Green on October 23rd for a Truck or Treat / Fall Festival for the community of Long Beach. Live Oak Baptist is not charging for this event. Additionally all are welcome to participate.

Thank you for your consideration.

Sincerely,



Steven Simon
Lead Pastor

Minutes of September 6, 2022
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: 8/21/22 Time: 2:10 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: Live oak Baptist church

Organization Address: 14099 Pincoille Rd

Organization Agent: Steven Simon Title: Pastor
M. Chelle Simon

Phone: 228-209-7766 Home 662-471-1652 During Event

Agent's Address: 5010 Live oak Dr. Long Beach, MS

Agent's E-Mail Address: Steven@liveoakchurch.net

Event Name: Fall Festival

Please give a brief description of the proposed special event:
Fall Festival - Trunk A Treat

Event Day (s) & Date (s): 10-23-22 Event Time (s): 4pm - 6pm

Set-Up Date & Time: 10-23-22/3:00pm Tear-Down Date & Time: 6pm

Event Location: North side of the town green

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

How many years has this event occurred? None

ADOPTED: 08.18.20-BOARD ACTION

Minutes of September 6, 2022
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:

10 spaces on the north side of the Towngreen

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? 100

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 September 6, 2022 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:

Attached

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.

8-26-22
Date

[Signature]
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

Minutes of September 6, 2022
Mayor and Board of Aldermen

Event Title: Fall Festival 10/23 3-7 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: ✓ Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

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

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

Parks/Rec: ✓ 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 September 6, 2022
Mayor and Board of Aldermen

October 23, 2022
Sunday
Fall festival
3:00 pm - 7:00 pm.
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Live Oak Baptist Church

Telephone Number: 662-225-209-7779

Street Address: 19099 Pineville Rd

City Long Beach State MS Zip 39570

Type of Event: Fall Festival

Start Time: 3 pm

Closing Time: 7 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
10-23-22
(Date)

Town Green

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:  Date: 8-26-22

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of September 6, 2022
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 Michelle 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 26th day of August, 2022.

Authorized Signature [Signature]

Witness [Signature]

Minutes of September 6, 2022 Mayor and Board of Aldermen

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initial MS

Minutes of September 6, 2022 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 MS

Minutes of September 6, 2022
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by Long Beach Community Development Association for the Sea Santa Sail-A-Bration:

**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: 11/22/22 Time: 3:08 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: Long Beach Community Development Association

Organization Address: PO Box 1352

Organization Agent: Sheida Jones Title: President

Phone: 228-380-6851 Home Cell 228-380-6851 During Event

Agent's Address: _____

Agent's E-Mail Address: _____

Event Name: Sea Santa Sail-a-bration

Please give a brief description of the proposed special event:

parade & festivities (snow globe, snow, music, Santa, and games)

Event Day (s) & Date (s): Saturday Dec 3, 2022 Event Time (s): 5:30 - 9:00

Set-Up Date & Time: Dec 3, 2022 9:00 am Tear-Down Date & Time: Dec 3, 2022 9:00 pm

Event Location: Harper McCaughan Town Green

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

How many years has this event occurred? 8

ADOPTED: 08.18.20-BOARD ACTION

Minutes of September 6, 2022 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: Dec 3, 2022 ^{5:30 pm} Through Date/Time: Dec 3, 2022 ^{6:30 pm}

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:

boat parking & volunteer parking

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

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

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

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

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

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

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

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

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

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

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

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

Police, Fire, street closures, electricity on Town Green

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:

Ins. forthcoming

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

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

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

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

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

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

28 July 2022 *Sheldia Jones*
Date Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

Minutes of September 6, 2022 Mayor and Board of Aldermen

Event Title: Sea Santa Sail a Brat. on 12/3 - 9 AM - 9 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: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Public Works: 3C Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

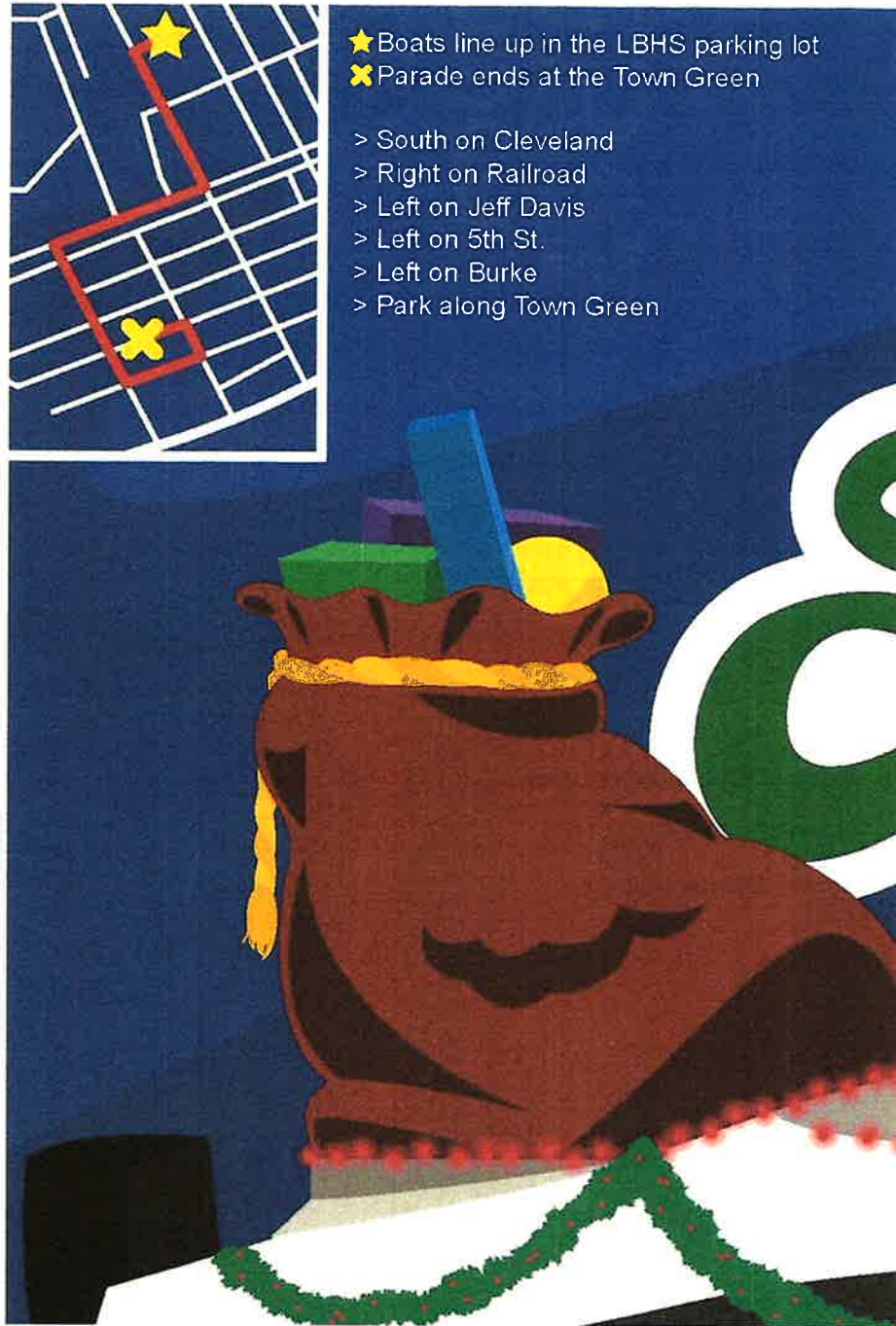
Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of September 6, 2022 Mayor and Board of Aldermen



8/30/2022

Minutes of September 6, 2022
Mayor and Board of Aldermen

December 3, 2022
Saturday
9:00 am - 9:00 pm.
Sea Santa Sail & Parade
Town Green
Parade

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

TOWN GREEN

Group / Individual Name (Permit tee):

Long Beach Community Development Association

Telephone Number: 228-380-6851

Street Address: Home Work Cell

City Long Beach State TN Zip 39560

Type of Event: parades and festivities at the Town Green

Start Time: 9:00 am

Closing Time: 9:00 pm

event date: 12/3/2022

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

December 3, 2022.
(Date)
Saturday, Town Green

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 Shelda Jones Date: 7/28/2022

Rental Fee \$ / Receipt # / Date /

Deposit Fee \$ / Receipt # / Date /

Clean-up Fee \$ / Receipt # / Date /

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of September 6, 2022
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, Sheida Jones, 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 28 July 2022 day of _____, 20_____.

Authorized Signature Sheida Jones

Witness [Signature]

Minutes of September 6, 2022 Mayor and Board of Aldermen

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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


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

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

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

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

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

Initial 

~ 3 ~

Minutes of September 6, 2022 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.**

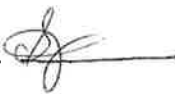
Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

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 

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following fee waiver request submitted by Equal Steps Veterans Home for a Winter Ball:

Equal Steps Veterans Home
305 Church Street
Long Beach MS 39560

August 24, 2022

The Honorable George Bass and Long Beach Board of Aldermen
Long Beach City Council
201 Jeff Davis Avenue
Long Beach MS 39560

Dear Mayor Bass and Aldermen:

Equal Steps Veterans Home is planning a Winter Ball to honor our local Veterans. The event is planned for December 3, 2022. We have reserved the Activity Room at the Long Beach Senior Recreation Center.

Equal Steps is a valuable resource to our community. This event will include a silent auction, an opportunity for our residents to interact with others in the community as well as to raise awareness of our opportunities available to Veterans, including information about our new Adult Day Care option.

In addition to inviting each of you to attend, we would like to request that the rental fee be waived for use of the activity room for this event.

Your consideration of this request is appreciated.

Respectfully,


Kelly M. Moore, LCSW

Minutes of September 6, 2022
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to approve the following recommendation for Employee Insurance Benefit Package FY 22-23:

City of Long Beach



August 22, 2022

RE: Employee Insurance Benefit Package FY 22/23

Dear Mayor and Board of Aldermen,

After careful consideration, meetings, and discussion with representatives of Brown and Brown Insurance, the insurance committee respectfully recommends the City of Long Beach continue our employee medical benefit insurance with Blue Cross Blue Shield of MS, life/vision/dental with Principal, and Gap plan with Transamerica.

We further recommend our continued voluntary participation with American Heritage Insurance Company and Life of Alabama, continuing to designate Charles Lowe as the Agent of Record for the Section 125 Cafeteria Plan.

The aforesaid recommendations are within our departmental budgets for the Fiscal Year 2022/2023.

Thanking you in advance for your consideration in this matter.

Sincerely,

Chief Griff Skellie
Insurance Committee Chairman

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

Minutes of September 6, 2022 Mayor and Board of Aldermen

There came on for discussion the following request from Donnie Levens
American Legion Post 1995:



Donnie Levens American Legion Post 1995
Post Office Box 550
Long Beach, Mississippi 39560-0550

August 16, 2022

Greetings Alderman Brown,

American Legion Post 1995, Long Beach, MS, is requesting your consideration to financially support one (1) delegate to Mississippi Boys State and one (1) delegate to Mississippi Girls State.

Each delegate will be selected by the guidance counseling staff at Long Beach High School.

American Legion Post 1995 will facilitate the application process for the delegate to Mississippi Boys State and the American Legion Auxiliary unit will facilitate the application process to Mississippi Girls State delegate.


At present, the tuition for Mississippi Boys State is \$275.00 per delegate. The tuition for Mississippi Girls State is \$325.00 per delegate.

Both programs require that the delegates be high-achievers academically and possess the character traits of courage, honesty, integrity, candor, leadership, service, and discipline.

Eligibility for the program also requires that the program be extended to the junior class in high school. This requirement will allow these young men and women the opportunity to apply their practical experience gained at their respective program in government to their senior year in high school.

The first sentence in our enclosed summary states, "The American Legion is dedicated to strengthening America." It is our hope and desire that the Long Beach City Council (Mayor and Board of Alderman) will partner with us to financially support a delegate to Mississippi Girls State and Mississippi Boys State.

FOR GOD AND COUNTRY


WILLIAM M. MORAN, JR., Commander
American Legion Post 1995
Email: msamlegion@gmail.com


JACKIE K. MCKENZIE, Adjutant
American Legion Post 1995
Email: jkmckenzie@comcast.net

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The American Legion is dedicated to strengthening America.

We believe there is no better way to this end than to work with our nation's youth in order to prepare them for the tasks they will face in the years to come. The American Legion, through its youth activities programs, plays a leading role in the development of tomorrow's informed, responsible citizens. The American Legion's programs of Boys State and Boys Nation are our finest examples of citizenship instruction for youth. Boys States are quite uniform in program structure through each Department (state) of the American Legion.

Through the week-long program, the young citizens learn how a city, county, and state governments function by actually doing the job themselves. Eligibility for all Boys State citizens requires them to be juniors in high school, with one year remaining before their graduation. This allows the young man the opportunity to apply his "practical experience" in government to his senior year in high school, and at the same time endorse and promote the program among fellow students.

The purpose of American Legion Boys State is to identify young leaders and instill in them constructive attitudes toward the American form of government. The program attempts to show that a democracy needs an intelligent citizenry and a moral, honest, and impartial administration responsive to the will of the people. Boys State should be thought of as a mythical 51st State with the Constitution, Statutes, and Ordinances constructed by its citizens to govern themselves. Citizens not only will be required to review knowledge already acquired concerning the political machinery of state and local government, but they will find themselves performing exactly the same functions as real office holders in the everyday world. Every delegate to Boys State will hold elective office. Delegates learn the duties of various city, county, and state officials and introduce and argue bills in their own legislature.

Each citizen will have the opportunity to learn for himself that his government is exactly what he makes it. The entire program is non-partisan. Problems will be considered without reference to existing political parties and will be free from propaganda. The sole purpose is to enable the delegate to grasp the meaning and responsibilities upon which he will be called to assume when he becomes an adult. It should be distinctly understood that the selection and assignment of citizens to parties is in no way connected to existing political parties in Mississippi. Boys State "political parties" are called "Nationalists", "Federalists" and "Independents". They are purely mythical and none of the principles typifying any of the existing parties will be adopted. In this way, we try to assure a democratic government in its purest sense.

The cost of the Mississippi Boys State program is \$275.00. This payment covers the cost of meals, housing, and programming for the week.

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American Legion Auxiliary Magnolia Girls State

American Legion Auxiliary Girls State is a nonpartisan participatory program that teaches young women responsible citizenship grounded in ethics, our founding father's principles, and an innate ability to respect both God and country.

Magnolia Girls State provides a week-long experience during which participants are immersed in simulations related to the government allowing them to hone analytical skills and develop leadership skills.

Magnolia Girls State is one of the many traditional summer activities whose participants enjoy their experience on the grounds of the University of Southern Mississippi so much that they return year after year.

Each year Conference Services and The University of Mississippi are glad to welcome these fine young ladies back to our campus.

ALA Girls State

Female high school students who have completed their junior year are competitively selected and sponsored by American Legion Auxiliary units for this program, where they learn about the political process by electing officials for all levels of state government and actively running a mock government. The girls are assigned to mock cities and either the "Federalist Party" or "Nationalist Party."

Assistance from dedicated ALA volunteers ensures the program's nonpartisan governmental, patriotic, and civic objectives are carried out through interactive learning. Though the week is filled with many learning opportunities, there is always time for fun and the formation of long-term friendships.

Candidates should be keenly interested in government and current events and show strong leadership abilities. Because the structure of state and local government varies, ALA Girls State programs may vary in content and method of procedure, but each adheres to the same basic core values.

The cost of the ALA Girls State program is \$325.00. This payment covers the cost of meals, housing, and programming for the week.

After further discussion, Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to approve support for one boy delegate and one girl delegate at a combined cost of \$600.

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The Mayor and Board of Aldermen took up for consideration the matter of final approval and adoption of the Municipal Budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, and for related purposes. After a discussion of the subject, Alderman Brown 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, SETTING FORTH ANTICIPATED REVENUES AND EXPENDITURES OF SAID CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023; APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE CITY FOR SAID FISCAL YEAR; APPROPRIATING FUNDS FOR SAID BUDGET; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), having made due investigation therefore, do now find, determine, adjudicated and declare as follows:

(A) Pursuant to the provisions of MCA §21-35-5, the Governing Body of the Municipality prepared or caused to be prepared a complete budget of the municipal revenues, expenses, and working cash balances for the next fiscal year, including the amount to be raised by levy of ad valorem taxes, sales, fines and forfeitures, and other sources for the ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023; and said Governing Body has further prepared a statement showing the aggregate revenues collected during the current fiscal year in the Municipality for municipal purposes, which statement shows every source of revenue along with the amount derived from each source;

(B) The Governing Body, on the 21st day of June, 2022, in regular meeting duly assembled, did adopt that certain order providing for a proposed municipal budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2022, and ending September 30, 2023; providing for a public hearing to give the general public an opportunity to make oral or written comment on the taxing and spending plan incorporated in said budget; providing for notice of such hearing; and for related purposes.

(C) Pursuant to the aforesaid order a copy of said proposed Municipal Budget in detail was filed and remained on file in the office of the City Clerk at the City Hall in the Municipality and at the Long Beach Public Library, in the Municipality for public inspection and examination during business hours as provided in the said resolution;

(D) Notice of the Budget and Tax Levy Public Hearing provided for in the said resolution to be held at the Long Beach City Hall in said Municipality at 5:00 o'clock p.m. on Tuesday, August 16, 2022, was published in *The Gazebo Gazette*, a newspaper qualified under the provisions of MCA §13-3-31, which newspaper is published in Harrison County, Mississippi, wherein the Municipality is located, and has a general circulation in said Municipality; such publication having been made in said newspaper in the issue of August 5, 2022, and August 12, 2022 and proof of publication of which notice with clipping attached is on file in the office of the City Clerk of the Municipality;

(E) The Governing Body of the Municipality did meet at the Long Beach City Hall Meeting Room in said Municipality at 5:00 p.m. on Tuesday, August 16, 2022, the date fixed for holding of said public hearing, and did hold such hearing on the taxing and spending plan incorporated in the aforesaid proposed Municipal Budget; at which hearing all persons and the general public were given an opportunity to be heard and to make oral or written comment on the taxing and spending plan incorporated in said proposed Municipal Budget and Tax Levy for Municipality for the ensuing fiscal year; and

(F) At and after the aforesaid public hearing the Governing body did provide for amendments to said Municipal Budget, and thereafter, on the 6th day of September, 2022, at least one (1) week following the said public hearing, the said Municipal Budget was finalized, which final Municipal Budget for the Municipality for the fiscal year beginning October 1, 2022, and ending September 30,

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2023, should be now finally approved and adopted and appropriations therefore made in words and figures made a part of this resolution as hereinafter set forth.

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

SECTION 1. Adoption of Municipal Budget

The Municipal Budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2022, of anticipated revenues and the estimated expenditures for the said fiscal year be, and the aforesaid Municipal Budget is finally approved and adopted as and for the Municipal Budget for the Municipality in words and figures as follows:

See Attached Exhibit "A"

SECTION 2. Appropriations

The amounts, respectively, hereinabove in Section 1 set forth as anticipated revenues and the corresponding anticipated expenditures in each of the funds and categories as authorized to be expended, be, and the same are hereby, appropriated for the purposes and in the amounts hereinabove set forth, as and for the Municipal Budget Appropriation of Revenues and Expenditures to be made for the fiscal year, October 1, 2022, through September 30, 2023.

SECTION 3. Publication of Budget

As provided by MCA §21-35-5, the Budget Summaries as hereinabove in Sections 1 and 2 set forth in the Municipal Budget aforesaid, shall be published one (1) time in The Gazebo Gazette, a newspaper qualified under the provisions of MCA §13-3-31, published in Harrison County, Mississippi, having a general circulation in the city of Long Beach, Mississippi, there being no newspaper published in the Municipality so qualified to publish legal notices.

SECTION 4. Repeal of Conflicting Resolutions

All orders and resolutions of the Governing Body of the Municipality in conflict with the provisions of this resolution are hereby modified, rescinded and repealed to the extent of such conflict.

SECTION 5. Effective Date

It being necessary and in the public interest that appropriations for the fiscal year beginning October 1, 2022, be made and expenditures thereof authorized in order to provide necessary municipal services, including services, sewer services, fire protection services, police protection services, and other proper municipal purposes and in order to provide for the immediate and temporary preservation of the public peace, and the immediate preservation of order and of the

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Mayor and Board of Aldermen**

public health and safety and to provide for the general welfare of the community, this resolution shall take effect and be in full force and effect from and after its adoption.

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 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 6th day of September, 2022.

APPROVED:



GEORGE L. BASS

ATTEST:



STACEY DAHL, CITY CLERK

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Exhibit A								
City of Long Beach, Mississippi - Adopted								
Fiscal year 2022 - 2023								
Revenues								
Source	General Government 48.58 Mills	Municipal Debt Serv 0.4 Mills	Debt Serv Schools	Water/Sewer	Port/Harbor	Capital Imp. Funds	Special Revenue	Total
Cash Reserves	383,968							383,968
Property Tax	5,240,000	40,531						5,280,531
Lot Clean Up	2,500							2,500
Automobile Tags	1,165,188	9,594						1,174,782
Prior Year	50,000	1,445						51,445
Payments in Lieu of Taxes	8,000							8,000
Penalties & Interest	100,000							100,000
Sales Tax	1,825,000			24,000				1,849,000
Sales Tax Diversion	700,000							700,000
Privilege Licenses	20,000							20,000
Golf Cart Permits	15,000							15,000
Vacation Rental Homes	40,000							40,000
Building Permits	175,000							175,000
Plumbing Permits	53,500							53,500
Electrical Permits	33,750							33,750
Contractors Permits	3,000							3,000
Permits - Variance	13,500							13,500
Permits - Other	3,500							3,500
Home Occupancy Permits	1,000							1,000
Franchise Fees	720,000							720,000
Police Grants	227,900							227,900
Federal Fire Grants	-							-
School Resource Officer	100,972							100,972
Library Insurance Grant	27,000							27,000
Fines/Forfeits	400,000							400,000
Library Fines	5,000							5,000
Vehicle Usage	5,000							5,000
State Municipal Aid	7,400							7,400
ABC License	24,000							24,000
Fire Rebate	100,000	36,760						136,760
DPS Grant	15,000							15,000
Fuel Tax	10,000							10,000
Homestead Reimbursement	210,000	7,589						217,589
Police Academy	10,000							10,000
County Road Tax	85,000							85,000
County Rail Tax	3,000							3,000
Maps/Copies	400							400
Zoning Fees	-							-
User Fees	5,000							5,000
Summer Rec Program	12,000							12,000
Senior Nutrition	7,000							7,000
Senior Crafts	10,000							10,000
F/D Other Grants	2,500							2,500
Admin Reimbursement	332,802			15,235				348,037
Police Svs Reimbursement	-							-
Canal Maintenance								-
Cemetery	12,000							12,000
Rents	12,000				63,625			75,625
Interest Earned	500							500
Other Revenue	20,000			20,000				40,000
Credit Card Fees	1,500							1,500
Loan Proceeds								-
Cemetery Lots	15,000							15,000
Dockage Fees								-
Rents (Land Leases)								-
Store Sales								-
Delinquent Charges				110,000				110,000
Contingency				175,000				175,000
Water Charges				1,550,000				1,550,000
Sewer Charges				1,400,000				1,400,000
Sewer Treatment				860,000				860,000
Waste Water Debt				2,040,000				2,040,000
Solid Waste				975,000				975,000
Water Tap				30,000				30,000
Sewer Tap				40,000				40,000
Bond Proceeds								-
Total Revenues	12,213,880	95,919	-	7,239,235	63,625	-	-	19,612,659

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 Mayor and Board of Aldermen

Exhibit A						
City of Long Beach, Mississippi - Adopted						
Fiscal year 2022-2023						
Expenditures	Personnel	Supplies	Other Charges/Services	Capital Outlay	Transfers Out	Total
Mayor's Office	97,036	1,900	3,500			102,436
Aldermen	91,913		1,500			93,413
Municipal Court	197,393	12,500	248,525			458,418
Legal			12,000			12,000
General Administration	226,973	5,500	4,800	700,000		937,273
Municipal Operations		32,800	1,295,350	-		1,328,150
Police Dept	3,393,933	280,400	262,702	226,973		4,164,008
Fire	2,718,359	114,400	69,500		42,566	2,944,825
Streets & Drainage		141,900	775,666			917,566
Vehicle Maintenance		6,400	2,800			9,200
Parks & Cemeteries		4,725				4,725
Library	294,621	30,600	30,850	50,000		406,071
Senior Citizens	100,954	44,350	700			146,004
Recreation	306,819	71,824	35,321	10,000		423,964
Planning & Zoning	228,603	11,500	25,724			265,827
Total General Fund	7,656,604	758,799	2,768,938	986,973	42,566	12,213,880
Enterprise Funds						
Water/Sewer Operation & Maintenance	109,177	841,276	6,105,261	145,000		7,200,714
Port/Harbor	197,813	2,400	59,452			259,665
Total Enterprise Funds	306,990	843,676	6,164,713	145,000	-	7,460,379
Capital Improvement Fund						
Drainage Projects						
Total Capital Improvement Funds						
Capital Improvement Funds - Special Revenue						
Capital Improvement - Mittal Steel Escrow						
Capital Improvement - W/S Infrastructure						
Capital Improvement - Developers Proceeds						
Total Special Revenue						
Debt Service Funds						
			Fees	Principal	Interest	Total
Municipal			1,200	92,566	2,101	95,867
Water/Sewer				9,179	80	9,259
Total Debt Service Funds			1,200	101,745	2,181	105,126
Total Expenditures						\$ 19,779,385

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The Mayor and Board of Aldermen took up for consideration the matter of providing for the levy of ad valorem taxes for the City of Long Beach, Mississippi, and for the Long Beach Public School District. After a discussion of the subject, Alderman Frazer 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, FIXING AND LEVYING THE AD VALOREM TAXES ON TAXABLE PROPERTY WITHIN THE CITY OF LONG BEACH, MISSISSIPPI, AND WITHIN THE LONG BEACH PUBLIC SCHOOL DISTRICT WITH ADDED TERRITORY AS CONTAINED IN THE ASSESSMENTS AS OF JANUARY 1, 2022, AS PROVIDED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS PROVIDED BY LAW, AND UPON THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE AS MADE ACCORDING TO THE PROVISIONS OF THE "MOTOR VEHICLE AD VALOREM TAX OF 1958" AS AMENDED, AND UPON ASSESSMENT OF PUBLIC UTILITIES PROPERTIES MADE BY THE STATE TAX COMMISSION, EXCEPT AS TO SUCH VALUES AS MAY BE EXEMPT, IN WHOLE OR IN PART, FROM CERTAIN LEVIES BY LAWS OF THE STATE OF MISSISSIPPI AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, (the "Municipality"), having made due investigation therefore, and now find, determined, adjudicate and declare as follows:

(A) The Board of Supervisors of Harrison County, Mississippi, wherein the Municipality and the Long Beach Public School District with added territory (the "District") are located, has completed a countywide appraisal and does make or has made a countywide assessment of properties as provided by MCA §21-33-9, whereby the Municipality is required under the provisions of MCA §27-35-167, to adopt the assessments made or to be made by said Board of Supervisors containing the taxable property located in said Municipality and in said District.

(B) The Municipality has been furnished or will be furnished by the Clerk of said Board of Supervisors, a copy of the Land Roll Assessment values and the Personal Property assessment values of said Harrison County as contained in said Municipality and in said District, and has been furnished a copy of the recapitulation of said Land and Personal Property Assessment Rolls.

(C) Under the provisions of MCA §21-33-45, the Governing Body of the Municipality is required by resolution to fix the tax rate or levy of ad valorem taxes for the Municipality and for the Long Beach Public School District as therein provided.

(D) The Board of Trustees of said District has furnished the Governing Body of the Municipality a certified request for levy of ad valorem taxes to provide funds for the Budget of the District for the ensuing year.

(E) Time is of the essence that the Governing Body of the Municipality fix and establish the ad valorem tax levies for the municipality and for said District on taxable property as shown upon the Land and Personal Property Assessment Rolls furnished or to be furnished the Municipality by said Board of Supervisors of Harrison County, Mississippi, as provided by law and as the same may be corrected and/or amended, as further provided by MCA §21-33-10; all for the immediate preservation of the public peace, health and safety for providing immediate and necessary water and sewer services, police and fire protection, health and morals of public school students, for the immediate and temporary preservation of order and of the public health and safety.

(F) The levy of ad valorem taxes for said Municipality and district as hereinafter made, do not exceed any limit prescribed by law and will not result in rendering in total receipts from all levies any amount more than the receipts from such source during the next preceding fiscal year plus an increase of not more than ten percent (10%) of such receipts as to said Municipality, nor in any amount more than the receipts from such source during the next preceding fiscal year, plus an increase of not more than seven percent (7%) of receipts as to such District as provided by law.

(G) The Governing Body of the Municipality is authorized and empowered to fix and establish the ad valorem tax levies for said Municipality and District to raise funds for the ensuing fiscal year as hereinafter provided.

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Mayor and Board of Aldermen**

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

SECTION 1. TAX LEVY

That an ad valorem tax of 113.98 mills be, and the same is hereby made, fixed and levied and declared for the year, 2022-2023, upon each dollar of assessed valuation of all taxable property as of January 1, 2022, within the corporate limits of the City of Long Beach, Mississippi (the "Municipality") and within the Long Beach Public School District with added territory (the "District"), as the same is now assessed and listed, or as the same may be hereafter assessed and listed or corrected or amended and furnished to the Municipality by the Board of Supervisors of Harrison County, Mississippi, upon the Real and Personal Property Assessment Rolls of said Municipality and District for the year, 2022, and upon the assessment of motor vehicles as made according to the provisions of the "Motor Vehicle Ad Valorem Tax Act of 1958", as amended, as shown on the Uniform Motor Vehicle Assessment Schedule for the Municipality and District for the year, 2022-2023 as adopted by the Municipality, and upon all of the Public Utilities Properties assessed by the State Tax Commission in said Municipality and District; all taxable according to law, in the amount of mills or fractional parts of mills, and for the purposes hereinafter set forth and as follows:

AD VALOREM TAX LEVY FOR THE MUNICIPALITY

(A)	FOR GENERAL REVENUES AND GENERAL IMPROVEMENTS:	
	Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(a) and 27-39-307]	48.58 Mills
(B)	FOR MUNICIPAL BONDS AND INTEREST (Including General Obligation Notes):	
	Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(d) and (e), and 21-33-87]	0.40 Mills
	TOTAL LEVY OF TAXES FOR MUNICIPAL PURPOSES	48.98 Mills

AD VALOREM TAX LEVY FOR THE LONG BEACH PUBLIC SCHOOL DISTRICT

(C)	FOR SCHOOL DISTRICT MAINTENANCE:	
	Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b), 37-57-1, 37-57-105 and 37-57-107]	55.00 Mills
(D)	FOR SCHOOL BUILDING PROGRAM:	
	Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101]	3.00 Mills
(E)	FOR SCHOOL BOND DEBT SERVICE:	
	Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101]	7.0 Mills
	TOTAL TAX LEVY FOR SCHOOL PURPOSES	65.00 Mills
	TOTAL LEVY OF AD VALOREM TAXES FOR MUNICIPAL AND SCHOOL DISTRICT PURPOSES:	113.98 Mills

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SECTION 2. COLLECTION OF TAX

That the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of the Municipality, by and through the Harrison County Tax Collector pursuant to contract with the Municipality, upon each dollar of assessed valuation of the Real and Personal Property Assessment Rolls of the Municipality and of the District as of the 1st day of January, 2022, and the ensuing year, and as said rates or levies are hereinabove respectively fixed, levied and declared, save and except as to such values as may be exempt, in whole or in part, as provided by the applicable laws of the State of Mississippi; and that the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of Harrison County, Mississippi, upon the motor vehicle assessments as contained upon the Uniform Motor Vehicle Assessment Schedule adopted by the Municipality, and/or the Board of Supervisors of Harrison County, Mississippi, as provided by law.

SECTION 3. FUNDS

That all taxes and/or moneys received by the Tax Collector of the Municipality, as a result of the above rates or levies, shall be placed in the appropriate fund or funds of the Municipality and of the District, respectively, as the case may be, and as above provided; and that said funds shall be expended in the manner and for the purpose for which the aforesaid levy or levies of ad valorem taxes are made, and for no other purpose, except as may be otherwise provided by law.

SECTION 4. RESOLUTION, CERTIFIED COPIES

That certified copies of this resolution shall be prepared by the City Clerk of the Municipality and transmitted, one each to (a) the Motor Vehicle Comptroller of the State of Mississippi, (b) the State Auditor of the State of Mississippi, (c) the State Tax Commission of the State of Mississippi, and (d) the Tax Collector of Harrison County, Mississippi.

SECTION 5. EFFECTIVE DATE

That for good cause shown as provided in the preamble to this resolution, and the immediate preservation of the public peace, health and safety so requiring it for the conduct of business of the Municipality and of the District, and it being necessary forthwith to transmit the levy or levies hereinabove made to each of the officers set forth in Section 4, above for purposes provided by law, this resolution shall take effect and be in force from and after its adoption; but the same shall nevertheless be published, printed and spread upon the official minutes of the Governing Body of the Municipality as provided by law.

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 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 6th day of September, 2022.

APPROVED:



GEORGE L. BASS, MAYOR

ATTEST:



STACEY DAHL, CITY CLERK

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to table Lease – City Hall Office Space; Overstreet & Associates until the next regular meeting on Tuesday, September 20, 2022.

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Mayor and Board of Aldermen**

There came on for discussion Ordinance #629 Leisure & Recreation District, whereupon Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to direct City Attorney Steven Simpson to draft an amendment to Ordinance #629 stating live music in the Leisure & Recreation District shall end at midnight.

There came on for discussion Hurricane Zeta Debris Reimbursement, whereupon Chief Skellie apprised the Board that the reimbursement request was in MEMA review to be forwarded to FEMA upon completion.

Mayor Bass apprised the Board that the Gateway Signage Project would soon be ready to advertise and provided draft copies of the most recent plans from Landscape Architect Christian Preus.

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:

- Education Pay, Dispatcher 1st Class John Buza, Bachelor's Degree, effective September 1, 2022

General Admin:

- Step Increase, City Clerk Stacey Dahl, CSA-10-XXIX, effective November 1, 2022
- Step Increase, Comptroller Kini Gonsoulin, CSA-11-X, effective November 1, 2022
- Step Increase, Accounts Payable Clerk Nicole Guillot, CSA-5-I, effective October 1, 2022

Mayor's Office:

- Pay Increase, Mayor's Administrative Assistant Charlene Stogner, \$39,408 annual salary, effective October 1, 2022

Building Office:

- Step Increase, Building Official Mike Gundlach, CSA-9-XIII, effective October 1, 2022

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

- Step Increase, Building Inspector Robert Ryan Ladner, CSA-6-I, effective October 1, 2022

Harbor:

- Step Increase, Harbor Guard Larry Edwards, CSH-2-5, effective October 1, 2022
- Step Increase, Assistant Harbor Master David Falks, CSH-4-9, effective October 1, 2022
- Step Increase, Harbor Guard Jay Miller, CSH-2-3, effective October 1, 2022
- Step Increase, Harbor Guard Tim Smith, CSH-2-6, effective October 1, 2022

Recreation:

- Step Increase, Parks/Recreation/Sr. Center Director Bob Paul, CSU-10-XVI, effective October 1, 2022
- Decline New Hire, Laborer Richard Welsh

Senior Citizens:

- Step Increase, Senior Center Coordinator Donna Hudson, CSA-4-III, effective September 1, 2022
- Step Increase, Craft Instructor Deborah Necaie, CSU-5-III, effective September 1, 2022

Utility Billing:

- Step Increase, Water Sewer Office Manager Susan Bowes, CSA-6-XIII, effective October 1, 2022

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following cemetery plot purchase request from Imogene B. Rutledge:

August 31, 2022

TO: Mayor and Board of Aldermen

FROM: Stacey Dahl, City Clerk

I am in receipt of a request from Imogene B. Rutledge to sell, back to the City, one (1) cemetery plot (S ½ of SW ¼ of Lot 245).

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

If approved, payment will be issued to: Imogene B. Rutledge
122 Rutledge Road
Lumberton, MS 39455

Aforesaid payment will be placed on the September 20, 2022, docket.

Minutes of September 6, 2022
Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Interlocal Agreement Between The City of Long Beach and County of Harrison, Mississippi for the Operation Stonegarden Grant Program FY 2021, and authorize the Mayor to execute same:

The State of Mississippi

County of Harrison

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LONG BEACH
AND COUNTY OF HARRISON, MISSISSIPPI**

**MISSISSIPPI OFFICE OF HOMELAND SECURITY
OPERATION STONEGARDEN GRANT PROGRAM FY 2021**

This Agreement is made and entered into this ___ day of _____ by and between the COUNTY of Harrison, and the CITY of LONG BEACH, acting by and through its governing body, the City Council or Board of Supervisors hereinafter referred to as CITY, both of Harrison County, State of Mississippi, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 21-21-41, Mississippi Code of 1972 and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance of those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensated the performing party for the services or functions under this agreement and that the Harrison County Board of Supervisors and the Harrison County Sheriff's Office shall be both the fiscal and applicant agency: and

WHEREAS, the CITY and the COUNTY agree to disburse the funds from the Mississippi Office of Homeland Security Operation Stonegarden Grant award as the amounts appear on the Mississippi Office of Homeland Security Operation Stonegarden Grant Program FY 2021 allocation list and forego any sharing of the funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to use \$75,437.00 for the Operation Stonegarden Grant Award Program until September 30, 2022 and to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements) and also specifically assures and certifies all items as written in the attached Addendum A "Standard

Minutes of September 6, 2022 Mayor and Board of Aldermen

Assurances and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements”

Section2.

CITY agree to use \$24,563.00 for the Operation Stonegarden Grant Program until September 30, 2022; and to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements) and also specifically assures and certifies all items as written in the attached Addendum A “Standard Assurances and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements”

Section3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Mississippi Tort Claims Act.

Section4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITIES other than claims for which liability may be imposed by the Mississippi Tort Claims Act.

Section5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Long Beach, Mississippi


George Bass, Mayor

ATTEST:


Clerk

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LONG BEACH
AND COUNTY OF HARRISON, MISSISSIPPI**

**MISSISSIPPI OFFICE OF HOMELAND SECURITY
OPERATION STONEGARDEN GRANT PROGRAM FY 2021**

County of Harrison, Mississippi

Kent Jones, President
Harrison County Board of Supervisors

ATTEST:

Clerk

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following Preliminary Engineering Contract Supplemental Agreement with Overstreet & Associates for Pineville Road Sidewalk Improvements Phase II, and authorize the Mayor to execute same upon MDOT concurrence:

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



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

August 18, 2022

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

**RE: Pineville Road Sidewalk Improvements, Phase II
STP-9083-00(002)LPA/107918-701000
City of Long Beach**

Ladies and Gentlemen:

Enclosed herein are three copies of our proposed Supplemental Agreement 1 submitted for your review. This Supplemental Agreement is for the performance of professional services for boundary survey in order to acquire right-of-way for the referenced project.

If you find the Supplemental Agreement acceptable, please authorize the Mayor to submit the Supplemental Agreement to MDOT for their concurrence. After MDOT concurrence and in accordance with MDOT's directions, the City may then execute the Supplemental Agreement.

Sincerely,

David Ball, P.E.

DB:1045
Enclosure

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Created – 11/01/08

Revised – 02/11/15

Preliminary Engineering Contract Supplemental Agreement Boilerplate

Between the
City of Long Beach
And

Overstreet & Associates, PLLC.

SUPPLEMENTAL AGREEMENT NO. 1

Harrison

STP-9083-00(002) LPA/107918-701000

WHEREAS, Overstreet & Associates, PLLC. (the CONSULTANT) entered into the Engineering Services Contract with the City of Long Beach (the LPA) on the 10th of June 2020, to perform professional services for preliminary engineering and construction plans, as provided for in Project No. STP-9083-00(002) LPA/107918-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide boundary survey in order to acquire right-of-way resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$ 12,877.54 ;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include:

1. Providing boundary survey to establish existing property boundaries along with providing new/proposed property boundaries. These surveys and accompanying plats will be used to support the LPA in obtaining the needed right-of-way per the Uniform Relocation Act (URA). These additional parcels are needed in order to construct the project in accordance with MDOT minimum requirements.
2. Coordinating with the LPA during the URA process to provide assistance related to the boundary survey and the information indicated in the derivative plats.

The Maximum Allowable Cost shall be amended to add the sum of \$ 12,877.54 so the revised total Maximum Allowable Contract Cost is \$ 67,202.99 . The revised total Fixed Fee shall be \$ 5,246.13 . The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Created – 11/01/08
Revised – 02/11/15
Preliminary Engineering Contract Supplemental Agreement Boilerplate

Fees and Expenses Schedule:

	Labor	Direct Cost	Fixed Fee	FCCM	Subconsultants	Phase Total
Original	\$39,516.75	\$3,435.00	\$4,742.01	\$0	\$6,631.69	\$54,325.45
SA #1	\$4,200.97	\$520.00	\$504.12	\$0	\$7,652.45	\$12,877.54
Totals	\$43,717.72	\$3,955.00	\$5,246.13	\$0	\$14,284.14	\$67,202.99

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

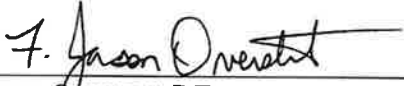
Dated the _____ day of _____, 20__.

The City of Long Beach

Mayor George L. Bass

Dated the 6th day of September, 2022.

Overstreet & Associates, PLLC



Jason Overstreet, P.E.

Summary

City of Long Beach Pineville Road Sidewalk Improvements Phase II
Harrison County
Project Number STP-9083-00(002) LPA/107918-701000
Overstreet & Associates, PLLC.
7/13/2022

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation							\$520.00		\$520.00
Meetings									
Environmental									
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey	59	\$7,652.45	\$1,764.00	\$2,436.97	\$0.00	\$4,200.97		\$504.12	\$12,357.54
PS&E/Advertisement									
	59	7652	1764	2437		4201	520	504	12878
Total	59	\$7,652.45	\$1,764.00	\$2,436.97		\$4,200.97	\$520.00	\$504.12	\$12,877.54

Grand Total \$12,877.54

Minutes of September 6, 2022 Mayor and Board of Aldermen

Survey Sheet City of Long Beach Pineville Road Sidewalk Improvements Phase II Harrison County Project Number STP-9083-00(002) LPA/107918-701000 Cassady-Acadia Land Surveying, LLC 7/13/2022

Field Review	MDOT Process Description	Item	No. Sheets	Estimated Hours							GPS RTK Field Crew	Labor Classification	Total Hours
				Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I				
	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)									24.0		24.0	
	Layout and Perform Cross Sections of Main Line (x LF @ y' Intervals)												
	Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ z' 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 Floodway Limits)												
	Utility Mapping - Locate Underground Utilities per MS, One Call												
	System/Compile Utility Drawings from Owners - Municipalities												
	Develop Digital Terrain Model												
	Generate Finalized Existing Conditions Drawing				8.0		24.0						32.0
	Quality Control			16.0	8.0								24.0
	Total Hours			16.0	16.0	24.0				24.0			80.0

Raw Labor Rates	\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$45.00	\$0.00	
Labor Cost	704.0	560.0	636.0				1080.0		2,880.00
Overhead	%						129.28%		\$3,852.54
Fixed Fee	%						12.00%		\$819.91
FCCM Overhead	%						0.00%		\$0.00
Direct Costs:									
Mileage	Qty	Unit Price*							
Meals		\$0.58							
Lodging		\$48.00							
Postage		\$98.00							
Supplies									
Reproductions		\$0.26							
Other									
* See State Travel Handbook									
Total Direct Costs:									
Prime Total									\$7,852.45
Subconsultant A									
Subconsultant B									
Subconsultant Total									
Project Total									\$7,852.45

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Upon the following recommendation of City Engineer David Ball, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve final settlement with Gulf Coast Underground for the 2021 Sewer Inspection & Cleaning project, and authorize the Mayor to execute the included Change Order #2 and Certificate of Substantial Completion:

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

August 23, 2022

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

Re: **City of Long Beach
Long Beach 2021 Sewer Inspection and Cleaning**

Ladies and Gentlemen:

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

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

We do note that the Contractor has offered an extended two-year warranty for the following portion of the project; the wrinkled/"lifted" liners on Railroad St. including a re-video inspection prior to the expiration of the two-year warranty. This is for segments N49-N50 and N50-N51. The extended warranty allows the City to put the system into use and evaluate the real-life performance.

We anticipate submitting the final pay application for payment on the next docket which will be the final step needed in project closeout. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

David Ball, P.E.

DB:1144
Attachment

<https://overstreetengms.sharepoint.com/sites/AllTeam/Shared Documents/docs/1144 - LB 2021 Sewer Inspect & Rehab/Construction/Close out Docs/20220823 Recommend Closeout.docx> Page 1 of 1

Minutes of September 6, 2022 Mayor and Board of Aldermen

Change Order
No. 2 Summary

Date of Issuance: <u>8/4/2022</u>	Effective Date: <u>8/16/2022</u>
Project: _____	Owner: <u>City of Long Beach</u>
Contract: <u>Long Beach 2021 Sewer Inspection & Rehab</u>	Owner's Contract No.: _____
Contractor: <u>Gulf Coast Underground</u>	Date of Contract: <u>10/11/2021</u>
	Engineer's Project No.: <u>1144</u>

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

- Description:
1. Adjust contract quantities to conform to quantities of work performed & measured in the field
 2. Add pay item for "heavy cleaning" to compensate Contractor for sewer main cleaning above & beyond industry standards.
 3. Add pay items for Royal Dr. emergency bypass equipment rental and labor.
 4. Add pay item for heavy cleaning a sewer lateral on Greenwood Dr.
 5. Add pay items for emergency sewer repairs on Harris Ave.
 6. Adjust contract for significant delays encountered due to emergency sewer repairs, outside of Contractor's control.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$259,593.70</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>90</u> Calendar days Substantial completion (days or date): <u>2/12/2022</u> Ready for final payment (days or date): _____
(Increase) in Contract Price from previous Change Orders No. <u>n/a</u> to No. <u>1</u> <u>\$25,213.30</u>	Change in Contract Time from previous Change Orders No. <u>n/a</u> to No. <u>1</u> Substantial completion (days or date): <u>21</u> Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$284,807.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>3/5/2022</u> Ready for final payment (days or date): _____
(Increase) in Contract Price due to this Change Order: <u>\$32,196.42</u>	(Increase) in Contract Time due to this Change Order: Substantial completion (days or date): <u>152</u> Ready for final payment (days or date): _____
Revised Contract Price incorporating this Change Order: <u>\$317,003.42</u>	Contract Times Incorporating this Change Order: Substantial completion (days or date): <u>8/4/2022</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Date: <u>August 17, 2022</u>	Date: <u>8/16/22</u>	Date: <u>9-6-22</u>

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of September 6, 2022
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 2 Summary PROJECT NO. 1144

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
1-A	MOBILIZATION	1 LS	\$5,692.50	\$5,692.50		\$0.00	1.00	\$5,692.50
2-A	CLEAN AND VIDEO SEWER MAINS	13,122 LF	\$2.70	\$32,729.40	1483.00	(\$1,305.72)	11,638.40	\$31,423.68
3-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	3,942 LF	\$27.95	\$110,178.90	619.20	(\$2,895.64)	3,322.80	\$87,282.26
3-B	CURED-IN-PLACE PIPE - 10" SEWER MAIN	7,400 LF	\$33.19	\$84,456.00	11,050.00	(\$36,949.50)	1,350.00	\$47,506.50
3-C	MISCELLANEOUS SITE WORK	1 LS	\$1,552.50	\$1,552.50		\$0.00	1.00	\$1,552.50
3-D	REMOTE REMOVAL OF PROTRUDING SERVICE	7 EA	\$155.25	\$1,086.75	12.00	(\$310.50)	0.00	\$0.00
3.1-A	TESTING OF LATERAL CONNECTIONS IN MAINLINE SEWERS	64 EA	\$362.25	\$23,184.00	24.00	(\$8,694.00)	40.00	\$14,490.00
3.1-B	PACKER INJECTION GROUTING OF LATERAL CONNECTIONS	64 EA	\$51.75	\$3,312.00	29.00	(\$1,500.75)	35.00	\$1,811.25
3.1-C	CHEMICAL GROUT	210 GAL	\$20.70	\$4,347.00	65.00	(\$1,407.60)	275.00	\$5,754.60
4-A	NON-STRUCTURAL MANHOLE REHABILITATION	20 VLF	\$232.88	\$4,657.60	20.00	(\$4,657.60)	0.00	\$0.00
4-B	STRUCTURAL MANHOLE REHABILITATION	20 VLF	\$460.58	\$9,211.60	20.00	(\$9,211.60)	0.00	\$0.00
5-A	MAINTENANCE OF TRAFFIC	1 LS	\$5,175.00	\$5,175.00		\$0.00	1.00	\$5,175.00
CO2-1	HEAVY CLEANING	0 LF	\$2.50	\$0.00	10413.00	\$26,107.50	10,443.00	\$26,107.50
CO2-2	ROYAL DR. EMERGENCY BYPASS EQUIPMENT RENTAL	0 LS	\$34,244.23	\$0.00	1.00	\$34,244.23	1.00	\$34,244.23
CO2-3	ROYAL DR. EMERGENCY BYPASS LABIOR	0 DAY	\$3,250.00	\$0.00	3.00	\$9,750.00	3.00	\$9,750.00
CO2-4	GREENWOOD DR. HEAVY CLEANING LATERAL	0 LS	\$4,500.00	\$0.00	1.00	\$4,500.00	1.00	\$4,500.00
CO2-5	HARRIS AVE. DIG CREW DAILY RATE	0 DAY	\$3,744.00	\$0.00	8.00	\$29,952.00	8.00	\$29,952.00
CO2-6	HARRIS AVE. DEWATERING RENTAL	0 LS	\$1,717.80	\$0.00	1.00	\$2,717.80	1.00	\$2,717.80
CO2-7	HARRIS AVE. HEAVY EQUIPMENT RENTAL	0 LS	\$9,043.60	\$0.00	1.00	\$9,043.60	1.00	\$9,043.60
				TOTAL CHANGE ORDER AMOUNTS		\$33,156.24		\$317,908.24
				TOTAL CONTRACT AMOUNTS		\$384,807.00		\$802,715.24

EXCERPT FROM THE CONTRACT DOCUMENTS
Prepared by the Engineer (John) Contract Documents Committee and endorsed by the
American Concrete Contractors of America and the Construction Specifications Institute

Minutes of September 6, 2022 Mayor and Board of Aldermen

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

TO: (Owner)

City of Long Beach

ENGINEER'S PROJECT
NO.

#1144

CONTRACT FOR:

Entire Project

CONTRACT DATE:

PROJECT:

Sewer Inspection and Rehabilitation -
2021

State of: Alabama

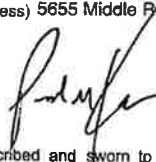
County of: Mobile

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

CONTRACTOR: Gulf Coast Underground, LLC

(Address) 5655 Middle Road Theodore, AL 36582

BY:



Subscribed and sworn to before me this 17th day of August, ~~2019~~ ²⁰²²

CASEY DENISE DAVIS
Notary Public
Alabama State at Large

Notary Public Casey Denise Davis
My Commission Expires: September 30, 2024

Minutes of September 6, 2022
Mayor and Board of Aldermen

 **AIA** Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) Sewer Inspection and Rehabilitation 2021 201 Jeff Davis Ave. Long Beach, MS 39560	ARCHITECT'S PROJECT NUMBER: 1144	OWNER: <input type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach 201 Jeff Davis Ave. Long Beach, MS 39560	CONTRACT FOR: General Construction CONTRACT DATED: 11/15/21	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

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

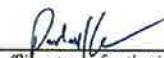
EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

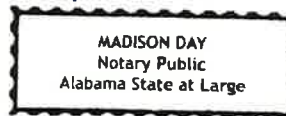
CONTRACTOR: (Name and address)

BY:


(Signature of authorized representative)
Paul Kleinschrodt, pm
(Printed name and title)

Subscribed and sworn to before me on this date: Aug 22, 2022

Notary Public: Madison Day
My Commission Expires: May 29, 2023




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User Notes:

(1733912932)

Minutes of September 6, 2022 Mayor and Board of Aldermen



GULFCOA-01

CERTIFICATE OF LIABILITY INSURANCE

LKIRBY

DATE (MM/DD/YYYY)
5/25/2022

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

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

<p>PRODUCER: Thames Batre Insurance PO Box 6989 Mobile, AL 36680</p>	<p>CONTACT: Lucy Kirby, AAI PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: lucy@thamesbatre.com ADDRESS: lucy@thamesbatre.com</p>
<p>INSURED: Gulf Coast Underground, LLC 5655 Middle Road Theodore, AL 36582</p>	<p>INSURER(B) AFFORDING COVERAGE:</p> <p>INSURER A: National Union Fire Insurance Company of Pittsburgh, vPA 19445 INSURER B: Travelers Casualty Insurance Company of America 19046 INSURER C: Admiral Insurance Company 24856 INSURER D: INSURER E: INSURER F:</p>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INFO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL9894823	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
<p>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER</p>							
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/>	CA5717840	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> EXCESS LIAB	CLAIMS-MADE <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-0S158587-22-NF	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$			10,000			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC 15853397	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Pollution Liability			FEI-ECC-27560-02	6/1/2022	6/1/2023	Each Occ/Aggregate \$ 2,000,000
C	E&O Liability			FEI-ECC-27580-02	6/1/2022	6/1/2023	Each Occ/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Sewer Inspection and Rehabilitation - 2021

Owner: City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 38680

Engineer: Overstreet & Associates, PLLC
SEE ATTACHED ACORD 101

<p>CERTIFICATE HOLDER</p> <p>City of Long Beach 201 Jeff Davis Avenue Mount Vernon, AL 36580</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>L. Top Bill</i></p>
---	--

ACORD 25 (2016/03)

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Minutes of September 6, 2022 Mayor and Board of Aldermen

AGENCY CUSTOMER ID: GULFCOA-01
LOC #: 1

LKIRBY



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thames Batre' Insurance POLICY NUMBER SEE PAGE 1 CARRIER SEE PAGE 1	NAMED INSURED Gulf Coast Underground, LLC 5655 Middle Road Theodore, AL 36582 NAIC CODE SEE P 1 EFFECTIVE DATE: SEE PAGE 1
--	---

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
161 Lameuse Street, Suite 203
Biloxi, MS 39503

Business Auto Blanket Additional Insured applies to holder only if required by written contract and subject to form 87950 9/14
Business Auto Blanket Primary and NonContributory applies to holder only if required by written contract and subject to form 74445 10/99
Business Auto Blanket Waiver of Subrogation applies in favor of holder only if required by written contract and subject to form 62897 06/95
Business Auto 30 day notice of cancellation applies in favor of holder only if required by written contract and subject to form 107414 03/11

General Liability Blanket Additional Insured applies to holder only if required by written contract and subject to form CG 2010 12/19
General Liability Blanket Additional Insured for Completed Operations applies to holder only if required by written contract and subject to form CG 2037 12/19
General Liability Blanket Additional Insured for Engineers applies to holder only if required by written contract and subject to form CG 2032 12/19 and CG2007 12/19
General Liability Primary and NonContributory applies to holder only if required by written contract and subject to form CG 2001 12/19
General Liability Blanket Waiver of Subrogation applies in favor of holder only if required by written contract and subject to form CG2404 12/19
General Liability 30 day notice of cancellation applies in favor of holder only if required by written contract and subject to form 107414 03/11

Workers Compensation Blanket Waiver of Subrogation applies in favor of holder only if required by written contract and subject to form WC 000313 04/84

Excess Liability Blanket Additional Insured follows form per form EU 0001 07/16
Excess Liability Primary and Noncontributory follows form per form EU 0001 07/16
Excess Liability Blanket Waiver of Subrogation follows form per form EU 0001 07/16

ACORD 101 (2008/01)

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Minutes of September 6, 2022 Mayor and Board of Aldermen

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Sewer Inspection and Rehabilitation - 2021
(name, address) Long Beach, Mississippi

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR:
Sewer Inspection and Rehabilitation - 2021
Long Beach, Mississippi

CONTRACT DATE:

CONTRACTOR:
Gulf Coast Underground, LLC
5655 Middle Road
Theodore, AL 36582

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 Zurich Way
Schaumburg, IL 60196-1056

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Gulf Coast Underground, LLC
5655 Middle Road
Theodore, AL 36582

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 17th day of August, 2022

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety Company

Attest: *Charlene C. Stout*
(Seal):



Gaylord C. Lyon, Jr.

Signature of Authorized Representative

Gaylord C. Lyon, Jr., Attorney-in-fact

Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

Minutes of September 6, 2022 Mayor and Board of Aldermen

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gaylord C. Lyon, Jr., Roland G. Fry, Jr., Erling Riis, III, W. F. Cadden, J. William Goudloc, III, O. M. Ott, IV, Rebecca Ward and Charlene C. Stout, all of Mobile, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

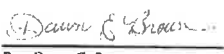
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of April, A.D. 2022.



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



By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 4th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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


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



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Minutes of September 6, 2022 Mayor and Board of Aldermen

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 17th day of August, 2022.



MJ Peithick

By: Mary Jean Peithick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Minutes of September 6, 2022 Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

City of Long Beach
 PROJECT Long Beach 2021 Sewer Inspection and Cleaning
 DATE OF ISSUANCE August 4, 2022

OWNER City of Long Beach
 OWNER'S Contract No. _____
 CONTRACTOR Gulf Coast Underground ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
 OWNER
 And To Gulf Coast Underground
 CONTRACTOR

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

April 28, 2022
 DATE OF SUBSTANTIAL COMPLETION

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

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

Minutes of September 6, 2022 Mayor and Board of Aldermen

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

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's warranty.

CONTRACTOR: Provide one-year warranty, subject to Contractor's extended warranty for "lifts" in E. Railroad St. liners as indicated in the punchlist

The following documents are attached to and made a part of this Certificate:

Punchlist

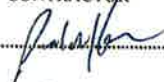
[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on August 17, 2022
Overstreet & Associates, PLLC.
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 17, 2022
Gulf Coast Underground
CONTRACTOR

By: 

OWNER accepts this Certificate of Substantial Completion on September 6, 2022
City of Long Beach
OWNER

By: 
(Authorized Signature)

CITY OF LONG BEACH

2021 Sewer Inspection & Rehabilitation

PUNCHLIST

JULY 27, 2022

1. GCU to re-evaluate the segments previously rated with "0000" PACP Rating.
2. GCU to provide a two-year warranty on the wrinkled/"lifted" liners on Railroad St. including a re-video/inspection prior to the expiration of the two-year warranty. This is for segments N49-N50, and N50-N51.
3. GCU to supply CCTV of the repaired section on Harris Ave.

Minutes of September 6, 2022
Mayor and Board of Aldermen



STATEMENT OF WARRANTY

TO: CITY OF LONG BEACH (MS)
(CO) Overstreet & Associates, PLLC

PROJECT: SEWER INSPECTION AND REHABILITATION – 2021

We, the undersigned Contractor, in compliance with the Contract Documents, hereby warrant and guarantee the work performed by us on the above project, be free of any defective material and workmanship for a period of **twelve (12) months** from substantial completion of the total project, required by the specifications or Contract Documents, and will, during this period of time, repair, replace, or otherwise make good to the full satisfaction of and without any cost to the Owner, Engineer and Architect any material or work that is faulty. As requested, we are extending the warranty to 24-months for segments N49-N50 and N50-N51 to warranty the liner containing lifts caused by ground water.

Contractor: Gulf Coast Underground, LLC

By: [Signature]

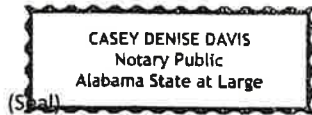
Name and Title: Pavel Kleinschmidt, PM

Date: 8/16/22

STATE OF ALABAMA

COUNTY OF MOBILE

Subscribed and sworn to before me this 16th day of August, 2022



Notary Public: Casey Denise Davis

My Commission Expires: September 30, 2024

PHONE
(251) 725-0200

FAX
(866) 471-2753

WEB
www.gulfcoastunderground.com

Minutes of September 6, 2022
Mayor and Board of Aldermen

There came on for discussion the following MDOT Form LPA-100 for the
Pineville Road Sidewalk Phase II project:

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

September 1, 2022

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

**RE: Pineville Road Road Sidewalk Phase II
STP-9083-00(002)LPA/107918-701000**

Ladies and Gentlemen:

Enclosed herein is MDOT Form LPA-100. This is an estimated project cost and funding worksheet required as part of the LPA Project Development Process. The LPA's estimated project costs indicated on this form are for informational purposes only. Actual funding and Special Match Credit will be determined by the MDOT LPA Division before the construction advertisement.

If you find the attached form acceptable, please authorize the Mayor to sign where indicated and we will forward to MDOT for their concurrence.

Sincerely,

David Ball, P.E.

DB:1045
Enclosure

Minutes of September 6, 2022 Mayor and Board of Aldermen

Date: 08/09/2022

Local Public Agency Projects MDOT Form LPA-100

Project Number: 107918-701000 County: Harrison
 External Number: STP-9083-00(002)LPA UEI #: V3P3M7MCNMX8
 Applicant: City of Long Beach PHONE: (228) 863-1556
 Project Director: Kini Gonsoulin
 Address: P.O. Box 929
 City: Long Beach State: MS Zip: 39560
 Project Location: City of Long Beach - Pineville Road Sidewalk Improvements Phase II Zip: 39560-3115
 Project Coordinates: B.O.P. Latitude: 31°35'23.9512"N B.O.P. Longitude: 87°83'15.1437"W
 E.O.P. Latitude: 31°17'86.3879"N E.O.P. Longitude: 88°20'98.1502"W
 Project Description: City of Long Beach - Pineville Road Side
 Rails Diagnostic Survey: Not Required
 MPO: Yes

Funding Method:

Federal Reimbursement
 Construction: 80/20%
 P.E.: None
 R.O.W.: None
 Special Match Credit: Yes
 P.E.: 100%
 R.O.W.: 100%
 Other: None

Estimated Project Cost and Project Funding:

<u>Estimated Project Cost:</u>	<u>Total</u>	<u>Construction Project Funding</u>
PE and Design Costs	\$54,325.45	<u>Available LPA Federal Aid Funds</u>
Right-of-Way (ROW) Costs	\$20,000.00	State/Federal Funds
Other Costs	\$0.00	Awarded \$400,000.00
Sub-Total PE and Row Costs	\$74,325.45	State/Federal Share \$400,000.00
Construction Cost	\$455,000.00	Local Share \$213,825.44
Construction Eng. Const. Cost 0%	\$39,000.00	Total \$613,825.45
Testing Const. Cost 5%	\$22,750.00	Actual funding and special match credit will be determined by the MDOT LPA Division before the construction advertisement based upon the eligibility of project work for federal aid participation and the available LPA allocation of federal aid funds.
Contingency Const. Cost 5%	\$22,750.00	
Sub-Total Construction Cost	\$539,500.00	
TOTAL PROJECT COST	\$613,825.45	

APPROVED BY: George Bass, Mayor

PREPARED BY: Ethan Wise, Project Engineer

(Signature of Mayor, President, Board Supervisor, Agency Head)

Funds Checked by:
MDOT District LPA Rep:

(Signature)

Date: _____

After further discussion, Alderman McGoey made motion seconded by Alderman Bennett and unanimously carried to table this item until the next regular meeting on Tuesday, September 20, 2022, to allow time to inquire if additional funds are available through Gulf Regional Planning Commission.

Minutes of September 6, 2022
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to authorize advertisement for the N. Jeff Davis Extension project per the following advertisement schedule:

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



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

September 1, 2022

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

RE: N. Jeff Davis Extension

Ladies and Gentlemen:

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

Authorize Advertisement:	September 6, 2022
First Advertisement:	September 9, 2022
Second Advertisement:	September 16, 2022
Receive Bids:	October 11, 2022

Our initial estimate for this work without benefit of any actual design work was over \$100k; however, our current estimate using actual design quantities and allowing for current market conditions is approximately \$195k. These costs should all be eligible for reimbursement using the Gulf Coast Restoration Fund "Downtown Revitalization" grant of \$2M recently awarded to the City.

If the above bid schedule is acceptable, we hope to have a Bid Tabulation and Recommendation of Award at the October 18, 2022 meeting.

Sincerely,

David Ball, P.E.

DB:1181

Minutes of September 6, 2022 Mayor and Board of Aldermen

There came on for discussion the following letter regarding Trautman Basin Wastewater Improvements project submitted by City Engineer David Ball:

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



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

September 1, 2022

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

RE: Trautman Basin Wastewater Improvements

Ladies and Gentlemen:

After working through significant conflicts with 3rd party utilities, we have nearly completed the Bid Documents for the referenced project and are therefore ready to request competitive bids for the construction of the project after receipt of authorization to advertise from MDEQ, the primary funding agency. We do note that the original funding for the wastewater improvements portion of the project was based on an estimated construction cost of approx. \$515k with an additional \$100k contingency; our current estimate for the base bid (the wastewater improvements) is \$570k, so there is a small overage, but we hope it should fit within the contingency. As has been discussed previously, there are intersection improvements at Railroad & Pineville included in the project which are not reimbursable through MDEQ which are currently estimated upwards of \$125k. These funds must be separately paid by the City, but as part of the same construction project.

Obviously, all the costs stated above are based only on our estimate of the work. Actual bid prices will likely differ from our estimates. However, if the estimated costs stated above are acceptable, we request your authority to advertise the project on the earliest available schedule after receipt of concurrence from MDEQ.

Sincerely,

David Ball, P.E.

DB:1106

After further discussion, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize advertisement for the aforementioned project.

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Based on the following recommendation of City Engineer David Ball, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to award the Small Craft Harbor – Hurricane Zeta Debris Removal project to Gill's Crane & Dozer:

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

September 1, 2022

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

**RE: Long Beach Small Craft Harbor – Hurricane Zeta Repairs
Debris Removal**

Ladies and Gentlemen:

We received bids for the referenced project on September 30, 2022 and have attached a Certified Tabulation of the bids. Two bids were offered, and the lowest bid was offered by Gill's Crane & Dozer, of Slidell, LA at \$136,000. Although they have never worked with the City in the past, they are a known Contractor associated with extensive construction efforts in many Gulf Coast harbors and marinas.

In light of the price offered and on the basis of the Contractor's certification and local work history, we recommend that the City award the work to Gill's Crane & Dozer in the amount of \$136,000.

Sincerely,

David Ball, P.E.

DB:1185
Attachment

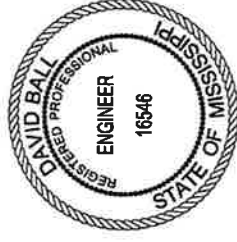
Minutes of September 6, 2022
 Mayor and Board of Aldermen

BID TABULATION
CITY OF LONG BEACH
LONG BEACH SMALL CRAFT HARBOR - HURRICANE ZETA RECOVERY - DEBRIS REMOVAL
BID DATE: 8/30/2022, 10 AM

CONTRACTOR BIDDING:		GILL'S CRANE & DOZER SERVICE, INC.		K & G CRANE AND MARINE SERVICES, INC.	
Certificate of Responsibility No.:		12433-MC		15400-SC	
Bid Bond:		YES		YES	
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	EXTENSION
BASE BID					
1-A	MOBILIZATION	1 LS	\$78,500.00	\$78,500.00	\$30,000.00
2-C	DEBRIS REMOVAL	650 CY (LVM)	\$50.00	\$32,500.00	\$97,500.00
2-D	REMOVE DERELICT VESSEL	1 LS	\$25,000.00	\$25,000.00	\$60,000.00
TOTAL BASE BID:				\$136,000.00	\$187,500.00
DEDUCTIVE BID SCHEDULE 1					
3-A	SALVAGE OF HARBOR DEBRIS	1 LS	\$0.00	\$0.00	\$0.00
3-B	SALVAGE OF DERELICT VESSEL	1 LS	\$0.00	\$0.00	\$0.00
TOTAL DEDUCTIVE BID SCHEDULE 1:				\$0.00	\$0.00
TOTAL BID (BASE BID - DEDUCTIVE BID SCHEDULE 1):				\$136,000.00	\$187,500.00

* * * * *

*Engineers corrected figures



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.

David Ball

David Ball, P.E.
 Cert. No. 16546
 8/30/2022

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following contract with David Rush Construction, LLC for the Hurricane Zeta – Harbor Master Building Repairs, and authorize the Mayor to execute same:

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

THIS AGREEMENT is by and between the City of Long Beach

(Owner) and David Rush Construction, LLC

(Contractor).

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

ARTICLE 1 - WORK

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

Furnishing of materials, equipment, and labor to make the specified interior and exterior repairs to the Harbor Master Building in the Long Beach Small Craft Harbor. This includes demolition and replacement of walls, ceilings, roofs, electrical fixtures, elevator components, and other related appurtenances.

ARTICLE 2 - THE PROJECT

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

**LONG BEACH SMALLCRAFT HARBOR
HURRICANE ZETA – HARBOR MASTER BUILDING REPAIRS**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Overtstreet & Associates, PLLC
161 Lameuse St., Suite 203
Biloxi, MS 39530

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

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

Minutes of September 6, 2022 Mayor and Board of Aldermen

A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

ARTICLE 5 - CONTRACT PRICE

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

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

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

AS PER BID SHEET

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

Three Hundred Thousand One Hundred Forty Dollars and 75/100 ---\$300,140.75.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

Minutes of September 6, 2022 Mayor and Board of Aldermen

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

Minutes of September 6, 2022 Mayor and Board of Aldermen

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds (pages _____ to _____, inclusive):
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - e. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 53, inclusive).
6. Supplementary Conditions (pages 1 to 9, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 10 sheets with each sheet bearing the following general title: Long Beach Small Craft Harbor – Hurricane Zeta – Harbor Master Building Repairs. [or] the Drawings listed on attached sheet index.
9. Addenda (numbers 1 to 3, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 24, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.

Minutes of September 6, 2022 Mayor and Board of Aldermen

- c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

- 10.05 Other Provisions – Intentionally left blank.

Minutes of September 6, 2022 Mayor and Board of Aldermen

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

This Agreement will be effective on 09/06/2022 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

David Rush Construction, LLC

By: [Signature]

By: [Signature]

Title: Mayor

Title: managing member

Attest: [Signature]

Attest: _____

Title: Deputy City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 929

18391 Runnymede Rd

Long Beach, MS 39560

Pass Christian, MS 39571

228-863-1556

228-255-1286

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

License No.: 14565-MC

(Where applicable)

Agent for service or process: _____

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

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-6

Minutes of September 6, 2022 Mayor and Board of Aldermen

There came on for discussion 2022 ARPA Applications, whereupon City Engineer David Ball provided the following:

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

September 2, 2022

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

RE: 2022 ARPA Applications

Ladies and Gentlemen:

In conjunction with Public Works, we have prepared the attached exhibits and lists of water, sewer, and drainage improvement projects along with our own prioritization and a "justification" for each project. This is the same information distributed in preliminary format during the 8/23/2022 work session. During subsequent discussions with the Mayor, we have also assembled a recommendation of which projects should be requested for ARPA (American Rescue Plan Act) funding. These recommendations are based on a combined consideration of the prioritization (mostly based on Public Works' concerns/priorities) and the justification. We have highlighted our recommendations in orange on the three project lists. To simplify your use of this information, we have summarized the recommendations per infrastructure type along with the rationale for the recommendation below:

Sewer Projects:

Priority	Projects	Project Justification	Estimate
1	Citywide Pump Station Upgrades	A/B	\$1,400,000
1	Reroute Clower/ Kuykendall PS Upgrades	A	\$155,000
2	N. Nicholson - Pump Station	A	\$200,000
2	N. Nicholson - Gravity Sewer System	A	\$450,000
Total - Recommended Sewer Projects Estimate			\$2,205,000

Rationale: The two most costly Public Works projects of Priority 1, along with two Priority 2 projects. All recommended projects contribute to regular sewer overflows, which is a major environmental problem.

Water Projects:

Priority	Projects	Project Justification	Estimate
1	Edmund Dr./Cir. - Water Main Upgrades	A/B/C	\$600,000
1	Pimlico - Water Main Upgrades	A/B/C	\$225,000
1	Via Don Ray - Water Service Improvements	A	\$150,000
1	Charleswood Water/Fire System Improvements	A/B/C	\$300,000
1	Commission Transite Water System Replacement	A	\$520,000
1	W. Railroad Transite Water System Replacement	A/C	\$1,340,000
Total - Recommended Water Projects Estimate			\$3,135,000

Minutes of September 6, 2022 Mayor and Board of Aldermen

September 2, 2022

Rationale: All Priority 1 projects, each of which causes significant, continual effort by Public Works to maintain in working order due to failing/aging infrastructure.


Drainage Projects:

Priority	Projects	Project Justification	Estimate
1	Parkwood - Drainage Improvements	A	\$400,000
1	Park Row - Drainage Improvements	A	\$800,000
1	Briarwood - Drainage Infrastructure Repairs	A	\$250,000
1	Magnolia/Trautman Bayou Drainage Infrastructure Repairs	C	\$250,000
Total - Recommended Drainage Projects Estimate			\$1,700,000

Rationale: All Priority 1 projects, each of which is either a flooding hazard or an actual threat to private property due to insufficient drainage infrastructure or due to failing/aging infrastructure.

If all recommend projects are approved for the application process, the total of the three sets of project recommendations is \$7,040,000. It is our understanding that these applications are a request for matching funds to accompany the approx. \$3,800,000 already awarded to the City. If the full amount of matching funds is granted, it seems that this would leave a small buffer to allow for some additional project contingencies and for other approved uses of ARPA funds.

If these project recommendations are acceptable, we will immediately begin to finalize the applications and submit them through the MDEQ application portal website. The funding process is a competitive process, but we believe our project recommendations will meet the criteria for award.

Sincerely,

 David Ball, P.E.

DB:539
Attachment

Minutes of September 6, 2022 Mayor and Board of Aldermen

2022 Funding Cycle - Possible Drainage System Projects			
Priority	Projects	Project Justification	Estimate
1	Parkwood - Drainage Improvements	A	\$400,000
1	Park Row - Drainage Improvements	A	\$800,000
1	Briarwood - Drainage Infrastructure Repairs	A	\$250,000
1	Magnolia/Trautman Bayou Drainage Infrastructure Repairs	C	\$250,000
2	Pino - Drainage Infrastructure Repairs	A	\$900,000
2	Mockingbird - Drainage Infrastructure Repairs	B	\$375,000
2	N. Ida Area Drainage Improvements (Ph. 1 - Downstream Improv.)	B	\$150,000
2	N. Ida Area Drainage Improvements (Ph. 2 - Upstream Improv.)	B	\$55,000
2	S. Girard Ave. Drainage Improvements	B	\$100,000
2	Pinecrest/Woodcrest Drainage Improvements	B	\$460,000
2	Mockingbird - Groundwater Repairs	D	\$150,000
2	Cox - Drainage Improvements	A	\$250,000
3	Lovers Lane/Mitchell - Drainage Improvements	B	\$50,000
3	N. Mitchell Bank Stabilization	B	\$125,000
3	Bear Bayou Bank Stabilization	C	\$700,000

Project Justification

A	Flooding Hazard
B	Maintenance/Failing Infrastructure
C	Property Threat
D	Public Danger

2022 Funding Cycle - Possible Sewer System Projects			
Priority	Projects	Project Justification	Estimate
1	Citywide Pump Station Upgrades	A/B	\$1,400,000
1	Reroute Clower/ Kuyrkendall PS Upgrades	A	\$155,000
1	S. Nicholson Pump Station Upgrades/Repairs	B	\$80,000
2	Penny Ln. Gravity Sewer System	C	\$315,000
2	Penny Ln. - Pump Station	C	\$200,000
2	N. Nicholson - Pump Station	A	\$200,000
2	N. Nicholson - Gravity Sewer System	A	\$450,000
3	SCADA Systems on Major Pump Stations	C	\$300,000
3	Upgrades to Sewer Service System in Previous CIPP Areas	B	\$2,250,000

Project Justification

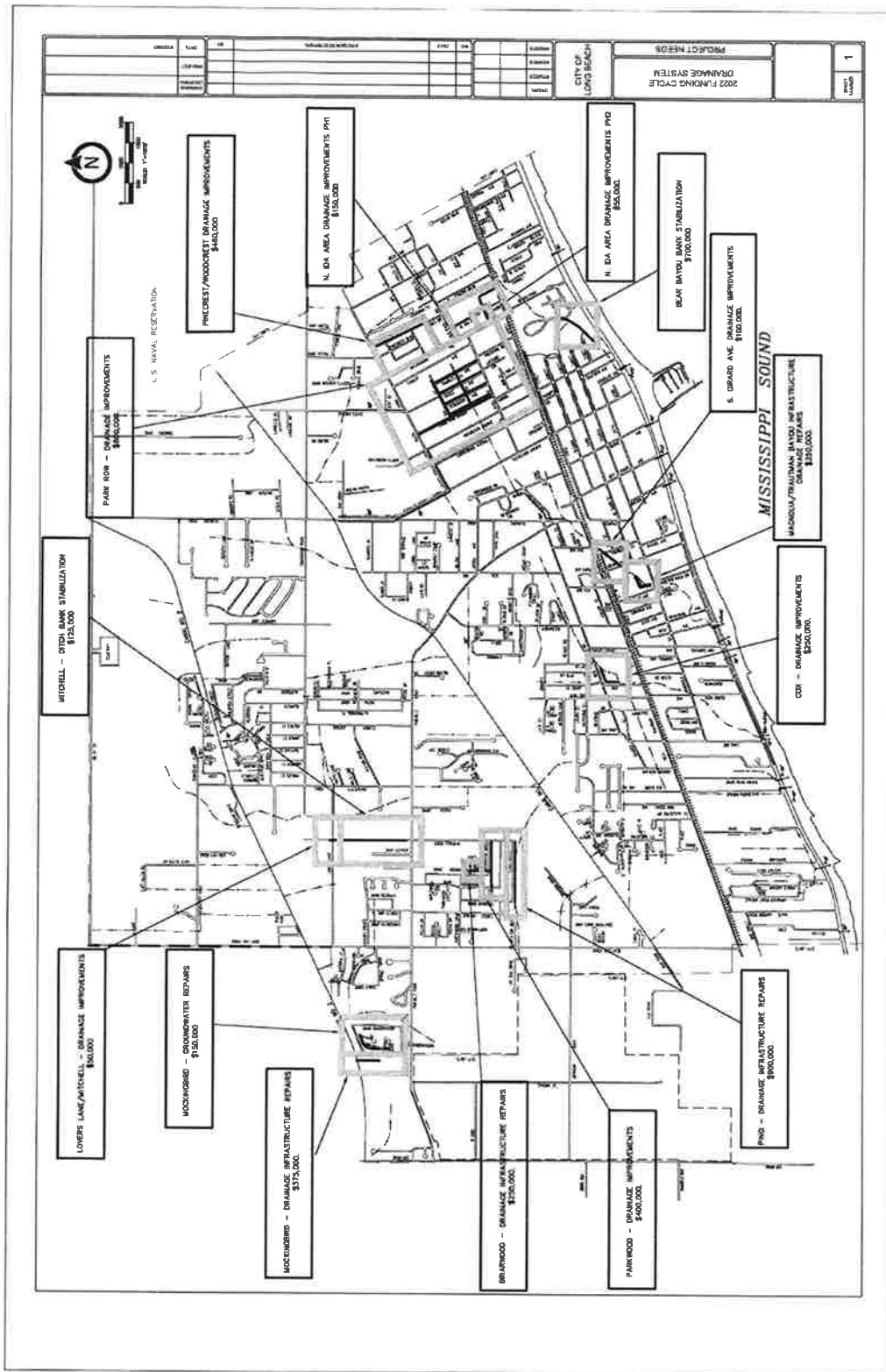
A	Sewer Overflows
B	Maintenance/Failing Infrastructure
C	System Improvements

2022 Funding Cycle - Possible Water System Projects			
Priority	Projects	Project Justification	Estimate
1	Edmund Dr./Cir. - Water Main Upgrades	A/B/C	\$600,000
1	Pimlico - Water Main Upgrades	A/B/C	\$225,000
1	Via Don Ray - Water Service Improvements	A	\$150,000
1	Charleswood Water/Fire System Improvements	A/B/C	\$300,000
1	Commission Transite Water System Replacement	A	\$520,000
1	W. Railroad Transite Water System Replacement	A/C	\$1,340,000
2	N. Daugherty Park - Water Main Improvements	A	\$2,400,000
2	Alexander Transite Water System Replacement	A/C	\$590,000
2	McGuire Dr. Water Main Improvements	B/C	\$175,000
3	Marcie Dr. Well - Water Treatment System	C	\$1,100,000
3	N. Seal Water Service Improvements	A/C	\$100,000
3	28th St. - New Well & Tank	B/C	\$4,000,000
3	Penny Ln Water Improvements	B/C	\$230,000

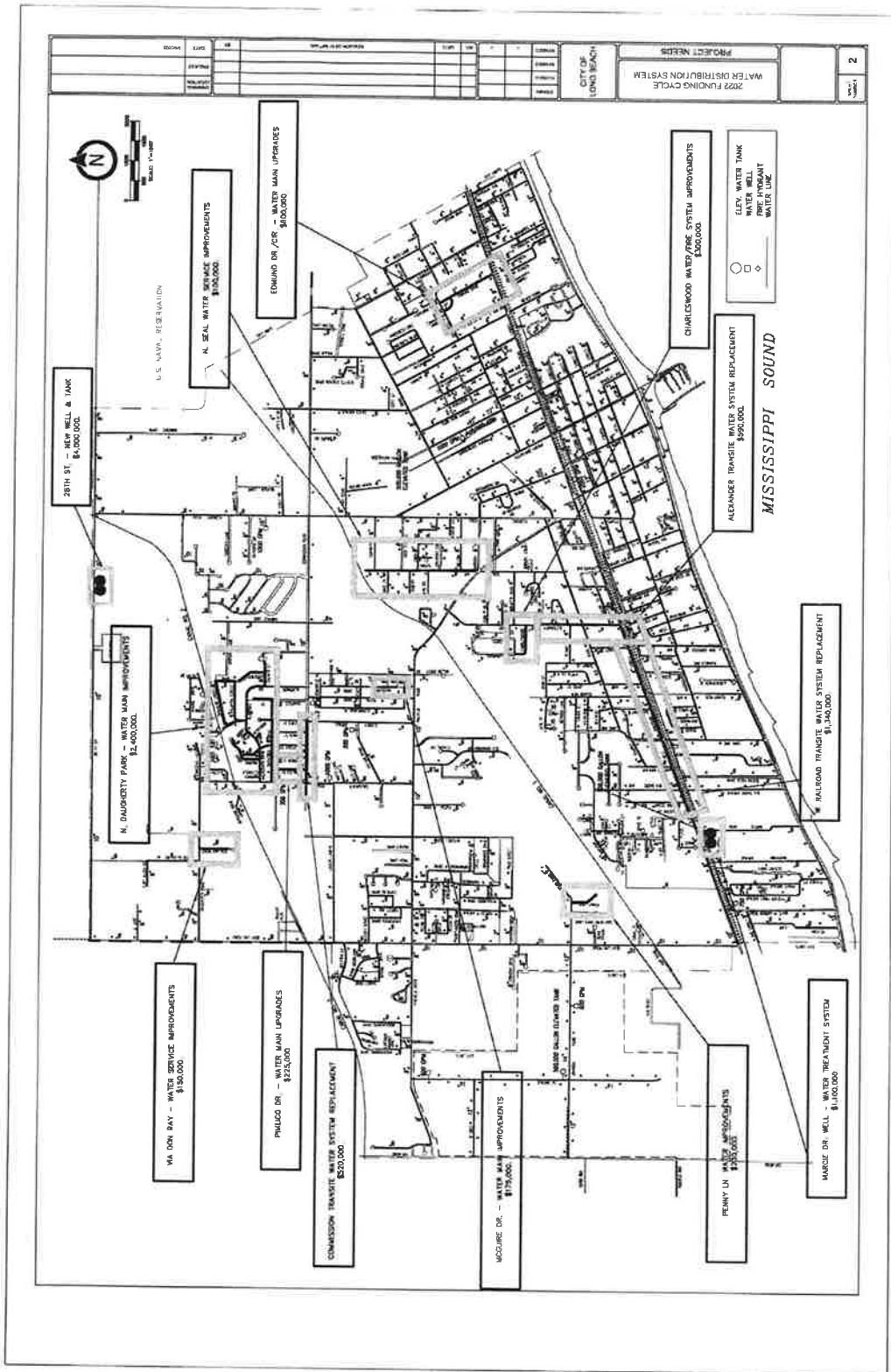
Project Justification

A	Maintenance/Failing Infrastructure
B	Fire Protection
C	Water Quality

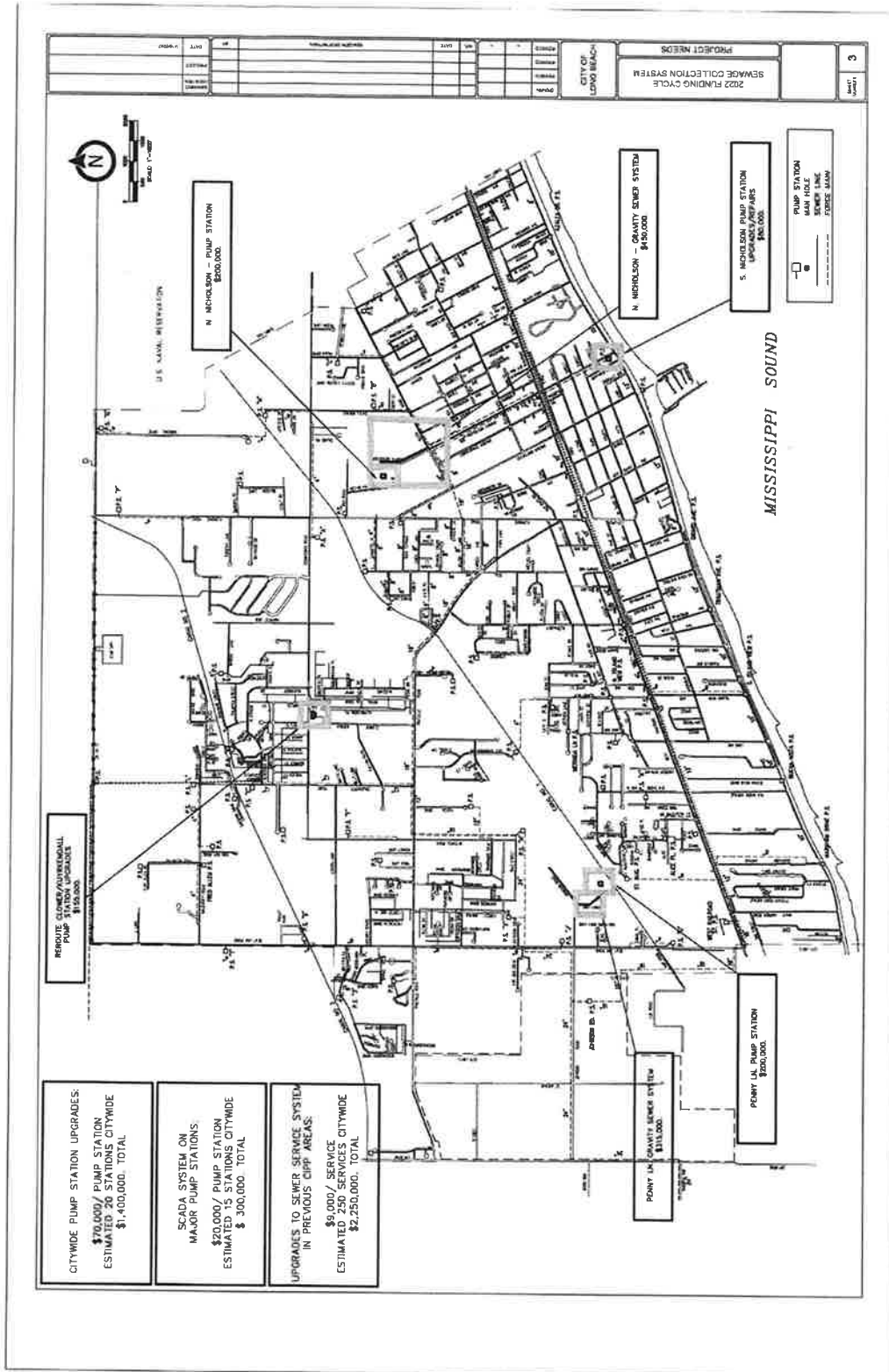
Minutes of September 6, 2022 Mayor and Board of Aldermen



Minutes of September 6, 2022
Mayor and Board of Aldermen



Minutes of September 6, 2022
 Mayor and Board of Aldermen



After further discussion, Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to accept the above project recommendations and seek grant funding from MDEQ with the help of Barbara Reed, who volunteered to help write the grant applications.

*

*

Minutes of September 6, 2022 Mayor and Board of Aldermen

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 6th day of September 2022, the following Resolution moved by Alderman Brown, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY OFFICIALS TO EXECUTE AND SUBMIT AN APPLICATION FOR GRANT FUNDING PURSUANT TO THE MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM (MCWI), AND FOR OTHER PURPOSES

WHEREAS, Senate Bill 2822 provides the funding and parameters for the program, which is derived from the American Rescue Plan Act (ARPA). More specifically, State Fiscal Recovery Funds available under ARPA are being made available to match Local Fiscal Recovery Funds received by counties and municipalities, and

WHEREAS, The Mississippi Department of Environmental Quality (MDEQ) will manage this program. Moreover, MDEQ will produce Rules and Regulations as to the administration of the program, will determine eligibility based on submission of applications for match funds, will rank eligible applications, award funding and monitor the funded programs to assure compliance with federal and state laws, rules and regulations, and

Whereas, in support of said Mississippi Municipality & County Water Infrastructure Grant (MCWI), and based on the projected match of approximately three million eight hundred thousand dollars (\$3,800,000.00) to match with three million eight hundred thousand dollars (\$3,800,000.00) funds received from the American Rescue Plan Act (ARPA);

NOW THEREFORE, BE IT RESOLVED, that the Board of Aldermen and Mayor of the City of Long Beach hereby authorize and direct the Mayor, George I. Bass, as the City of Long Beach authorized representative, Comptroller/Deputy City Clerk Kini Gonsoulin, as the secondary authorized representative, and David Ball, City of Long Beach Engineer to execute and deliver such grant applications and other documents as are necessary and proper to support such application;

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

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

The question having received the Affirmative vote of a majority the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 6th day of September, 2022.

APPROVED:



George I. Bass, Mayor

ATTEST:



Stacey Dahl, City Clerk

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to award the Library Roof Repairs project to Rowell Roofing, Inc.:

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

September 1, 2022

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

RE: Long Beach Library Roof Repairs

Ladies and Gentlemen:

We received bids for the referenced project on August 23, 2022 and have attached a Certified Tabulation of the bids. Three bids were offered, with the lowest bid offered by Rowell Roofing, Inc. of Columbia, MS at a price of \$142,800. The next lowest bid was within 3%, indicating fairly competitive bidding. Although they have never worked with the City in the past, they are licensed by the State for this type of work.

Therefore, we recommend that the City award the work to Rowell Roofing, Inc. in the amount of \$142,800. This amount is well within the budget of funds received for library repairs following Hurricane Zeta.

Sincerely,

David Ball, P.E.

DB:1231
Attachment

Minutes of September 6, 2022
Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
LIBRARY ROOF REPAIRS
Bid Opening Date: August 23, 2022 at 10:00 AM

CONTRACTORS BIDDING:		ROWELL ROOFING		ROOFING SOLUTIONS		NORMAN ROOFING	
Certificate of Responsibility No.:		04569-MC		18309-SC		05413-MC	
Bid Bond:		YES		YES		YES	
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE
1-A	LONG BEACH LIBRARY ROOF REPAIRS	1 LS	\$ 142,800.00	\$ 142,800.00	\$ 146,400.00	\$ 146,400.00	\$ 171,000.00
TOTAL BID:				\$ 142,800.00		\$ 146,400.00	\$ 171,000.00

* * * * *

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT TABULATION OF BIDS.



(Signature)
DAVID BALL, P.E.
Cert. No. 16546
8/24/2022

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

There came on for discussion RFQ for Emergency Removal – Bait Shop & Fuel Facility, whereupon City Engineer David Ball provided the following:

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



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

June 17, 2022

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

RE: RFQ for Emergency Removal – Bait Shop & Fuel Facility

Ladies and Gentlemen:

As has been previously reported, we have attempted to procure bids for the referenced work via the normal competitive purchasing process (the "full" process using publications in the City's paper, etc.), but we received no bids. Following that process, we reached out to multiple bidders requesting quotes following the RFQ ("Request for Quotes") process normally used for work valued less than \$50,000. Despite our efforts, we only received one quote for the work using that process, which we have attached hereto. The quote was provided by JLB Contractors, LLC and is a "per event" quote to remove & replace both the bait shop and the fuel facility. The price offered was \$49,000.

In our opinion, the pricing offered is very high. As an alternative to awarding what appears to be an excessively priced contract, perhaps the City could consider a future 3rd attempt to procure this work, and in the meantime could perform the work (if necessary) under emergency purchasing conditions in the case of a storm event or other emergency necessitating the removal of the bait shop and fuel facility.

We stand ready to assist further in this matter, at your direction.

Sincerely,


David Ball, P.E.

DB:1225

Minutes of September 6, 2022 Mayor and Board of Aldermen

PROPOSAL FOR

"EMERGENCY HAULING – BAIT SHOP & FUEL FACILITY – LONG BEACH HARBOR "

MAYOR AND BOARD OF ALDERMEN
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen;

Pursuant to your request for quotes, we JLB Contractors, LLC (Name of Company) residing at 21294 Johnson Rd Long Beach, MS 39560 (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to perform pre-disaster hauling of the bait shop and the fuel facility at the Long Beach Harbor, and reinstallation upon notice, all as indicated in the Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be required to satisfactorily complete this work.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, at 201 Jeff Davis Avenue Long Beach, MS 39560 by 10:00 A.M., Aug. 29, 2022. Completed proposals may be returned via email (david@overstreeteng.com), or by hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) The City of Long Beach and Overstreet & Associates shall be named as additional insureds on all policies.
- (5) All work under this contract must be fully completed within the timeframes detailed herein. If contractor fails to complete the work within this time without cause or reason satisfactory to Owner, Contractor shall fully repair or replace the portable fuel facility and the bait shop trailer in the Long Beach Harbor to the satisfaction of the Owner. Further, due to the financial losses that Owner will face in the event of Contractor's failure, the payment for the completed work shall be reduced by the sum of two hundred dollars (\$200) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (6) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Payment and performance bonds will be required for quotes that are in excess of \$25,000.00.
- (8) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final payment of the project by the City.
- (9) The price quoted shall include any and all applicable taxes or fees and costs, and shall be in full consideration of all expenses incurred in performing the work.
- (10) As directed by the Owner, the proposed scope of work (or portions thereof) may need to be performed multiple times in any calendar year, based on the number of emergencies designated.
- (11) At Owner's discretion, Contractor may be directed to only perform portions of the scope of work herein. Directed work may vary per emergency event.

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CONSTRUCTION REQUIREMENTS:

1. Remove and Reinstate Portable Fuel Facility:
 - a. Disassemble power and other utility connections from the trailer.
 - b. Relocate or disassemble any other items required for transport of the trailer.
 - c. Remove the attached staircases and platform structures and safely transport them to a location determined by the Owner or Engineer.
 - d. It is intended that fuel will be removed prior to relocating the portable fuel facility; however, Contractor must be prepared to haul with fuel still in the tanks. Once this has been addressed and all other structures prohibiting the relocation of the portable fuel facility have been dealt with, relocate portable fuel facility using a suitable vehicle to a location determined by the Owner or Engineer.
 - e. Upon written notification from Owner or Engineer, Contractor shall mobilize to the site and fully complete the required work within 36 hours.
 - f. Once the Owner or Engineer has given the authorization that the emergency is clear and has requested for the items to be reinstated, Contractor shall mobilize to the site within 5 days to satisfactorily begin transporting and re-establishing the above items as they previously were.

2. Remove and Reinstate Bait Shop Trailer:
 - a. Disassemble power, sewer, water, and other utility connections from the trailer.
 - b. Disassemble blocking, jacks, and tie-down straps.
 - c. Relocate or disassemble any other items required for transport of the trailer.
 - d. Remove and safely transport the non-attached staircase to a location determined by the Owner or Engineer.
 - e. Relocate bait shop trailer once all other structures prohibiting the relocation of the bait shop trailer have been dealt with using an approved vehicle to a location determined by the Owner or Engineer.
 - f. Upon written notification from Owner or Engineer, Contractor shall mobilize to the site and fully complete the required work within 36 hours.
 - g. Once the Owner or Engineer has given the authorization that the emergency is clear and has requested for the items to be reinstated, Contractor shall mobilize to the site within 5 days to satisfactorily begin transporting and re-establishing the above items as they previously were.

3. Designation for Storage:
 - a. Contractor shall safely store items removed from the Harbor at a city facility on Kohler St, near Long Beach Public Works headquarters. However, this location is subject to change as determined by Owner, but will be within the City limits.

METHOD OF MEASUREMENT:

1. All work to remove & store, and to reinstate the designated items shall be measured as lump sums per the below bid schedule, inclusive of all mobilization, labor, equipment, and miscellaneous items and materials required to disconnect, transport, secure, and reinstall the trailers to and from the designated location.

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PRICE:

Bidder proposes to furnish all labor, tools, and equipment to perform the emergency work, as described herein, at the following prices:

BASE QUOTE:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	REMOVE EXISTING PORTABLE FUEL FACILITY	1 LS	
	<u>Seven thousand five hundred dollars</u> <small>(AMOUNT IN WORDS)</small>	<u>(\$ 7,500⁰⁰)</u> <small>(AMOUNT IN NUMBERS)</small>	<u>\$ 7,500⁰⁰</u> <small>(EXTENSION IN FIGURES)</small>
1-B	REMOVE EXISTING BAIT SHOP TRAILER	1 LS	
	<u>Thirteen thousand five hundred dollars</u>	<u>(\$ 13,500⁰⁰)</u>	<u>\$ 13,500⁰⁰</u>
1-C	REINSTATE PORTABLE FUEL FACILITY	1 LS	
	<u>Eleven thousand five hundred dollars</u>	<u>(\$ 11,500⁰⁰)</u>	<u>\$ 11,500⁰⁰</u>
1-D	REINSTATE BAIT SHOP TRAILER	1 LS	
	<u>Sixteen thousand five hundred dollars</u>	<u>(\$ 16,500⁰⁰)</u>	<u>\$ 16,500⁰⁰</u>

TOTAL AMOUNT OF BASE QUOTE:

Forty nine thousand dollars
(AMOUNT IN WORDS) (\$ 49,000⁰⁰)
(AMOUNT IN NUMBERS)

Owner reserves the right to award the work to the Contractor providing the lowest and best price, at its own discretion.

RESPECTFULLY SUBMITTED:

DATE: August 29, 2022

FIRM NAME OF CONTRACTOR: JLB Contractors, LLC

SIGNED BY (Name & Title): *Johnathon Damiens*
Johnathon Damiens, Co-Owner

ADDRESS OF FIRM: 21294 Johnson Road

CITY AND STATE: Long Beach, MS TELEPHONE: 228-863-0303



After further discussion, Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to re-bid the aforementioned project immediately.

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following request to advertise Public Works 2022-2023 Annual Bids:



September 1, 2022

TO: Kini Gonsoulin
FROM: Joe Culpepper, Project Manager – Public Works
DATE: September 1, 2022
RE: Request to advertise for 2022-2023 Bids

Kini,

Please place the following requests to advertise on the next Board Agenda:

Bid for "PVC SEWER PIPE & FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT & GATE VALVES"

Bid for "READY MIX CONCRETE"

Bid for "HOT BITUMINOUS PAVEMENT, TYPE SC-1, AND VARIOUS TYPES OF IN PLACE HOT BITUMINOUS PAVEMENT"

Bid for "CRUSHED LIMESTONE"

Bid for "POLYETHYLENE CULVERT PIPE (SMOOTH INTERIOR ONLY)"

Bid for "CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM"

Thank you.

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

**Minutes of September 6, 2022
Mayor and Board of Aldermen**

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Parker made motion seconded by Alderman Brown 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