

Minutes of October 21, 2025

Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF OCTOBER 21, 2025
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. PUBLIC HEARINGS**
 - 1. 316 East 4th Street - assessed to Kevin Souyers
- V. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation -Long Beach School District
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
 - 1. **MAYOR AND BOARD OF ALDERMEN**
 - a. October 7, 2025 - Regular and Executive
 - b. October 15, 2025 - Special Meeting
 - 2. **PLANNING COMMISSION**
 - a. October 9, 2025 - Regular & Work Session
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 102125
- X. UNFINISHED BUSINESS**
 - 1. Resignation - Long Beach Tree Board; Blane Sutton
 - 2. Request - Installation of Disc Golf Course
 - 3. Request - Suicide Prevention Group; Location
 - 4. Hemp Ordinance
 - 5. Harbor AC
 - 6. Commercial Requirements Ordinance
- XI. NEW BUSINESS**
 - 1. Resignation - Long Beach Tree Board; Ginger Wentz
 - 2. Ordinance #678 - Commercial Rates
 - 3. Contract - AGJ; Managed IT & Consulting Services
 - 4. Lease - Long Beach Harbor Resort, LLC
 - 5. Contract Amendment - Andercorp, LLC
 - 6. Discussion - Special Meeting Times; Alderman McCaffrey
 - 7. Appointment - Long Beach Tree Board; Alderman Frazer
 - 8. Discussion - Medians and Traffic Island; Shane Rutledge LBSD
 - 9. Discussion - Long Beach Gateway Project Phase 2; Joel Kozlowski
 - 10. Lease Agreement - McCaughan School District Property
 - 11. Contract - Tyler Technologies; Water Department E-billing
 - 12. Special Events Application - Christmas in Long Beach; Main Street
 - 13. 2026 Holiday Schedule
 - 14. Long Beach Middle School - Veterans Day Celebration; November 7
 - 15. Grant Award and Budget Amendment - Long Beach Public Library
- XII. DEPARTMENTAL BUSINESS**
 - 1. **MAYOR'S OFFICE**
 - 2. **PERSONNEL**
 - a. Harbor - Step Increase (3)
 - 3. **CITY CLERK**
 - a. Revenue Expense Report - September 2025
 - 4. **FIRE DEPARTMENT**
 - 5. **POLICE DEPARTMENT**
 - 6. **ENGINEERING**
 - a. Change Order - Inner Bulkhead; W C Fore Trucking
 - b. Project Closeout - Southeastern Bulkhead; JE Borries
 - c. Advertise - Long Beach Harbor Electrical Platform
 - d. Award War Memorial Pavilion - Twin L Construction
 - 7. **PUBLIC WORKS**
 - 8. **RECREATION**
 - 9. **BUILDING OFFICE**
 - 11. **HARBOR**
 - 12. **COMMUNITY AFFAIRS**
 - a. Request for Purchase - Trick Treats Trail
 - b. Advertise - Technology Equipment; Cyber Security Grant
 - c. Discussion - Downtown Long Beach Light Project
 - 13. **DERELICT PROPERTIES**
 - a. 101 Cheri Lane - Assess Clean-up Fees
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

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Be it remembered that one public hearing of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in October, 2025, 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 Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, 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 public hearing was called to order for property located at 316 East 4th Street, Long Beach, Mississippi assessed to Kevin Souyers. Ms. Blayne McPherson of 318 East 4th Street, spoke against the property and noted that she was having issues selling her property due to it's current state. No photo evidence was available for the hearing. Upon advice of counsel, new notices will be sent to owner to be scheduled at a future meeting.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in October, 2025, 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 Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

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

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Mayor Pierce recognized Long Beach School District for being ranked #1 in the State of Mississippi for 2024- 2025 by the Mississippi Academic Assessment Program. He further ordered that the proclamation be entered into the official record of the City of Long Beach and that all citizens join in congratulation the Long Beach School District on this historic accomplishment.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to amend the municipal docket to add under New Business #16 discussion with Justin Brooks from South Mississippi Housing Authority and Personnel #2 b discussion for emergency hire of part time comptroller.

Alderman Giuffria made motion seconded by Alderman Frazer and unanimously carried to approve the Regular and Executive Session Minutes of the Mayor and Board of Aldermen dated October 7th, 2025, as submitted.

Alderman McCaffrey made motion seconded by Alderman Giuffria and unanimously carried to approve the Special Meeting Minutes of the Mayor and Board of Aldermen dated October 15, 2025, as submitted.

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve the Regular and Work Session Minutes of the Planning & Development Commission dated October 9, 2025, as submitted.

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve payment of invoice listed on Docket of Claims number 102125, as submitted.

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to accept the resignation of Blane Sutton from Long Beach Tree Board.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve request for the installation of a disc golf course made by Mr. Michal Smith. Mr. Smith was directed to work with Recreation Director Ryan Ladner to find the best location for construction and then follow up with City Engineer David Ball. Alderman McGoey made an additional motion seconded by Alderman McCaffrey and unanimously carried to approve moving forward with the permit process once location is secured so that he should not have so many obstacles as they proceed.

Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to approve the request made by John Miller for use of the Long Beach Public Library’s Meeting room for Suicide Prevention and Survivors Group.

ORDINANCE NO. 680

AN ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI – PURCHASE, POSSESSION, DISTRIBUTION, SALE OR OFFERING FOR SALE ANY PRODUCT DERIVED FROM THE HEMP PLANT, DESIGNED FOR HUMAN IN JUSTION AND/OR CONSUMPTION, THAT IS NOT APPROVED BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION; PROHIBITED.

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

SECTION I. That Chapter 24, Section 24-134 Code of Ordinances, Long beach, Mississippi, is hereby adopted as follows:

- Sec. 24-134. Purchase, possession, distribution, sale or offering for sale any product derived from the Hemp plant, designed for human ingestion and/or consumption, that is Not Approved by the United States Food and Drug Administration; prohibited.
- a) No person shall purchase, possess, distribute, sale or attempt to possess, purchase, distribute or sale or publicly display for sale any product derived from the Hemp plant, designed for human ingestion and/or consumption, that is Not Approved by the United States Food and Drug Administration, in compliance with Mississippi Code 41-29-113.
 - b) If the aforementioned substance(s) shall be found in the possession of any person, unless specifically excluded herein, the substances shall be confiscated by law enforcement officials.
 - c) It shall not be an offense under subsection (a) above of this section if a person shall be acting at the direction of an authorized agent of the city to enforce or ensure compliance with this law prohibiting the possession, purchase, distribution or sale or the attempt to possess, purchase, distribute or sale or publicly display for sale the aforementioned substances.
 - d) This section shall not apply to any person who shall commit any act described in this section pursuant to the direction or prescription of a duly licensed physician or dentist authorized to direct or prescribe such act.
 - e) Any person found to be guilty of violating this section shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed \$1,000.00 or imprisoned in the county jail not to exceed six months or both.

SECTION II. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict hercin shall be, and the same are hereby repealed.

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SECTION III. EFFECTIVE DATE

The Mayor and Board of Aldermen find that the above ordinance having been first reduced to writing and read and considered section by section at a public meeting or the governing authorities of the City of Long Beach Mississippi on motion of Alderman Frazer, seconded by Alderman Bennett, and the roll being called, the same by the following votes

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joseph "Joey" Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete L. McGoey	voted	Aye

The question having received the affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried in the said Ordinance adopted and approved this the 21st day of October 2025.

APPROVED:

TIMOTHY I. PIERCE, MAYOR

ATTEST:

EMMA WARD, CITY CLERK

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to table the request for the Harbor Master Building AC to the next regular scheduled meeting on Tuesday, November 4th, 2025.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve Commercial Requirements Ordinance to be drafted.

Alderman Frazer made motion seconded by Alderman Giuffria and unanimously carried to accept the resignation of Ginger Wentz from Long Beach Tree Board.

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Alderman Giuffria made a motion seconded by Alderman Frazer and unanimously carried to appoint Harold Donahue to Long Beach Tree Board for a term ending July 1, 2029.

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ORDINANCE NO. 678

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 230, ENTITLED, “AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, CREATING A COMBINED WATERWORKS AND SEWER DEPARTMENT FOR SAID CITY, ESTABLISHING GENERAL RULES AND REGULATIONS FOR THE OPERATION AND MAINTENANCE OF SAID DEPARTMENT, FIXING RATES AND CHARGES FOR SERVICES PROVIDED BY SAID DEPARTMENT, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ANY PROVISION OF THIS ORDINANCE” AS AMENDED, AND ESTABLISHING PAYMENT OF SERVICES IS THE RESPONSIBILITY OF OWNER OF DWELLING,STRUCTURE, AND/OR PROPERTY

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, determined, adjudicate and declare that Section 37 of Ordinance No. 521 of the City of Long Beach, as amended, which section provides for deposits to be made for water/sewer service and connection fees, Furthermore, payment and establishment of service for water and sewer services are the responsibility of the owner of the dwelling, structure, and property.

Now therefore,

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

SECTION 1. Section 37 of Ordinance No. 521 of the City of Long Beach, Mississippi, titled, “AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, CREATING A COMBINED WATERWORKS AND SEWER DEPARTMENT FOR SAID CITY, ESTABLISHING GENERAL RULES AND REGULATIONS FOR THE OPERATION AND MAINTENANCE OF SAID DEPARTMENT, FIXING RATES AND CHARGES FOR SERVICES PROVIDED BY SAID DEPARTMENT, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ANY PROVISION OF THIS ORDINANCE” as heretofore amended, be and it is hereby amended to read as follows:

SECTION 37. DEPOSIT TO ASSURE PAYMENT.

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(a) The following deposits shall be required, except as set forth in part (c), hereafter, of users and consumers of water services or sewer services, or both water and sewer services:

	<u>CLASS</u>	<u>AMOUNT</u>
(1)	Residential	\$180.00
(2)	Commercial (Unmetered)	\$300.00
(3)	Commercial (Metered)	\$300.00
(4)	Connection fee	\$ 40.00

(b) A certificate of deposit will be issued to the consumer for any deposit made under this section. Such deposit may be applied to the payment of any delinquent accounts upon the termination of any service. If all bills have been paid in full to the date of the termination of service, the deposit shall be refunded, and likewise, any excess of any delinquent bills may be refunded. In connection with delinquent bills, the superintendent shall not be required to apply the deposit to the delinquent account.

(c) Deposits on re-connection of service after interruption or disconnection caused by catastrophic event. In the event that the following conditions are met, to-wit:

1. Prior to interruption or disconnection of water and/or sewer service, a water and sewer deposit has been timely paid to the City by a user or consumer of such services in the amount required at the time of such deposit; and
2. Such utility deposit so paid remains in the possession of the City; and
3. The water and/or sewer service of such user/consumer is, after the making

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of such water and sewer deposit, interrupted or disconnected due to a catastrophic event, including fire, hurricane, Act of God or other extraordinary event outside the control of such user and/or consumer; and

4. At the time of such interruption or disconnection of such utility service, such user/consumer's account for City utility services is not delinquent such user and/or consumer shall not be required to post any water and sewer deposit with the City in addition to the amount previously posted by such user and/or consumer and held by the City, and such user and/or consumer shall be deemed to have complied with the conditions of part (a), hereinabove."

SECTION 2. SERVICE CONTRACTS. The city shall contract with and furnish water and sewer service only to the owner of the premises ie dwelling, structure, property; and the charges shall be the obligation of the owner of the dwelling, structure, and/or property.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

SECTION 4. EFFECTIVE DATE

It being necessary and in the best interests of the public health, safety and welfare, and to provide due process to the recipients of water and sewer services provided by the City, and the immediate preservation of public health, safety and welfare requiring it, this Ordinance shall take effect and be in force from and after its adoption; but notice shall nevertheless be given as provided by law, and this Ordinance shall be enrolled in the Ordinance Book of the City as by law provided

The above and foregoing Ordinance No. 678 was introduced in writing by Alderman Frazer the City Clerk, and the question being put to a roll call vote, the result was as follows:

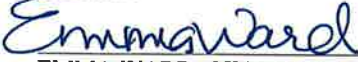
Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joseph "Joey" Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete L. McGoey	voted	Aye

The question having received the affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried in the said Ordinance adopted and approved this the 21st day of October, 2025.

APPROVED:


TIMOTHY L. PIERCE, MAYOR

ATTEST:


EMMA WARD, CITY CLERK

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CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Emma Ward City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #678 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 21st day of October, 2025, as the same appears of record in Ordinance Book #10, pages ____ inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the day of October 21st, 2025.



Emma Ward, City Clerk (SEAL)



Alderman McGoey made motion seconded by Alderman Bonds and unanimously carried to approve the following contract with AGJ for Managed IT and Consulting Services as follows, and authorize Mayor to execute same:



Your IT Department

LeapCare Agreement
MANAGED IT & CONSULTING SERVICES

1. Terms of Agreement

This Agreement between, **City of Long Beach Police Department**, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for three years. This Agreement automatically renews for a subsequent three-year period beginning on the day immediately following the end of the Initial Term, unless either party gives the other party thirty (30) days prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client or by AGJ for any reason within the first 60 days.
- b) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
 - i. Falls to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- c) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding AGJ holidays as listed on Appendix A). Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client's "Trouble Tickets" within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ's client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client's office/s within a 50-mile radius of AGJ's office is included in this agreement.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding AGJ holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. This agreement is no way a warranty or guarantee that data loss will not occur.

Driving partner success by making IT simple

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3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client's office.

Item	Included	Qty
Locations	Yes	1
Helpdesk/Reactive Support Team (remote)	Yes	Up to 35 users
vCIO, Network Admin, Central Services	Yes	Up to 35 users
Phone System Management	Yes	Up to 35 users
BDR (Backup and DR server)	Yes	See BDR Agreement
Mobile Device Mgmt Software (MDM)	No	
Cloud File Apps	No	
Office 365 email Management	Yes	Up to 35 users
Endpoint Detection & Response	Yes	Up to 35 users
Threat Quarantine & Remediation	Yes	Up to 35 users
LeapGuard UTM (Unified Threat Manager)	Yes	1 UTM's
Managed Wireless access point(s)	No	No
Security Awareness Training and Notices (electronic)	Yes	Up to 35 users
Remote PC Access	Yes	Up to 35 users

4. Backup Protected Equipment and Retention Policy
As stated on your existing BDR Agreement if included.

5. Additional Services

Hardware/Software/System Support

AGJ shall provide support for currently installed hardware and properly licensed software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and all software be genuine and vendor-supported. Software patching is included for business application software. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. Installation of new hardware and software is not included in this agreement. Updates shall be performed at no charge during normal business hours. Upgrades are excluded from this Service Agreement. An update is a patch that is made available after the product has been released, often to solve problems or glitches, while an upgrade is the replacement of an older version of one product to a newer one.

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc.) can be provided at Client's request at no additional charge.

Virtual CIO and Network Admin

AGJ Systems will schedule quarterly or annual business reviews (depending upon the client size) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections.

6. Excluded Services

Services rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antimalware software is included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).

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- 5) Installation of new hardware or new software (e.g. line-of-business application).
- 6) Office Telephone System support unless specified in section 3 (above).
- 7) Mail security for non-Exchange environments.
- 8) Email Migration Projects
- 9) Camera Systems support unless specified in section 3 (above).

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

For all Services provided by AGJ Systems and Networks, AGJ Systems and Networks will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed and Covered Equipment from infiltration. Client understands that, even with these precautions, its network, including any Covered Equipment, is susceptible to infiltration and that AGJ Systems and Networks cannot prevent or be held responsible for such infiltration. In the event of client network infiltration, both parties will work together to assess and minimize damages caused by infiltration and restore all services as quickly as possible. Customer is responsible for securing Cyber Security insurance to mitigate any damages or losses that may result from client network infiltration. AGJ Systems and Networks is not liable for any damages or losses suffered by client due to client network infiltration, and client hereby releases, discharges and holds harmless AGJ Systems and Networks and its employees, agents, officers and directors from and against all claims, liability, losses or damages, and expenses, including attorney's fees, relating to any client network infiltration.

9. Fees and Payment Schedule

Fees for the first year will be \$2800.00 per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month. The first month will include an additional one-time setup fee of \$0.

Fees will be increased 5% per year on the anniversary of this agreement. For example, year two will be the monthly price listed above plus an additional 5%.

All invoices are "Net 30" (due 30 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." AGJ requires a 50% deposit on all hardware/software at the time of purchase. The remainder of the hardware/software purchase amount is due when the equipment is delivered.

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It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above).
IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

		
Nicole Johns	AGJ Systems	Date
		
Authorized Signature	Client	Date 10/21/25

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Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Server and PC Proactive Tasks	INCLUDED

Remote PC Management/Help Desk After Hours, Weekends and Holidays	INCLUDED
Remote Printer Management After Hours, Weekends and Holidays	INCLUDED
Remote Network Management After Hours, Weekends and Holidays	INCLUDED
Remote Server Management After Hours, Weekends and Holidays	INCLUDED
Onsite Labor After Hours, Weekends and Holidays	INCLUDED

Server Installations and Projects	\$125/hour
Software Deployment Projects	\$125/hour
New PC Pre-Config * AGJ Purchase	INCLUDED
New PC Pre-Config * Other Vendor Purchase	\$125/hour
New PC On Site Deployment	\$125/hour
Project Manager	\$125/hour
Travel Outside 50-miles (half rate)	\$62.50/hour

*PCs purchased by the client through AGJ will be Pre-configured (benchd, 3 hours) and installed onsite at no charge. PCs purchased by the client through other vendors will be Pre-configured at the hourly rate referenced above.

We require Client to send specifications of any technology equipment to AGJ for review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase through another vendor.

AGJ Holiday Schedule: New Year's Day, Martin Luther King Jr. Day, Mardi Gras, Easter, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Alderman Frazer made motion seconded by Alderman McCaffrey and
unanimously carried to approve contract amendments with Andercorp, LLC as follows:

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AMENDMENT NUMBER 3 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND ANDERCORP, LLC
LONG BEACH IMPROVEMENTS

It is agreed to undertake the following work in accordance with the provisions contained in the AIA C132-2019 Agreement dated September 1, 2023:

Description:

- 1. Per Section 11 of the Contract between AnderCorp, LLC (Construction Manager) and the City of Long Beach (Owner), compensation for construction phase services is based on a "per project" basis with prior authorization from the Owner.

Compensation:

- 1. AnderCorp is authorized to proceed with Construction Manager's Additional Services as stipulated in the original Agreement, Per Section 4.2, for General/Miscellaneous City-Wide Construction Project(s) support for Calendar Year 2025, with a Not to Exceed amount of \$25,000.00.
- 2. Southeastern Bulkhead repairs. Construction value of \$2,992,676.00. AnderCorp's compensation will be adjusted to a not to exceed 2.5% (\$74,816.90) General Conditions/reimbursable costs on the Cost of Construction plus 2.5% fee (\$74,816.90) of the Cost of the Work in lieu of the fee structure proposed in the September 1st AIA C132-2019 Agreement.
- 3. Eastern Bulkhead repairs. Construction value of \$4,907,248.00. AnderCorp's compensation will be adjusted to a not to exceed 2.5% (\$122,681.20) General Conditions/reimbursable costs on the Cost of Construction plus 2.5% (\$122,681.20) fee of the Cost of the Work in lieu of the fee structure proposed in the September 1st AIA C132-2019 Agreement.
- 4. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Gateway Phase II Project.
- 5. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Southern Quay Project.
- 6. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Inner Bulkhead Project.
- 7. *AnderCorp is authorized to proceed with full Construction Management services, based on the hourly rates in Exhibit B for the Harbor Repairs project only, to comply with provisions of the RFQ, namely page 3, paragraph 3, sentence 2.*

Description:

- 1. Per Section 11.5 of the Contract between AnderCorp, LLC (Construction Manager) and the City of Long Beach (Owner), The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
 - a. Revised Exhibit A – Billable Rate Schedule
 - b. See Attached – **Exhibit B** - Harbor Repairs - Billable Rate Schedule

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Exhibit B - Harbor Repairs - Billable Rate Schedule

Description	Rate
Project Executive	\$ 240.00
Senior Project Manager	\$ 230.00
Project Manager	\$ 215.00
Senior Construction Manager	\$ 240.00
Safety Director	\$ 200.00
Safety Manager	\$ 150.00
Scheduler	\$ 200.00
Quality Manager	\$ 200.00
Project Engineer	\$ 150.00
Senior Estimator	\$ 215.00
Estimator	\$ 200.00
Field Engineer	\$ 150.00
Document Control Specialist	\$ 95.00
Office Trailer, Power & Internet	\$ 1,200.00

It came on for discussion at the request of Alderman McCaffrey the times for Special Meetings. After continued discussion it was agreed upon to try when possible, to schedule all Special Meetings at the regular meeting time of 5:00 pm.

Alderman Frazer made a motion seconded by Alderman McCaffrey and unanimously carried to appoint Jill Cebine to Long Beach Tree Board for a term ending July 1, 2029.

It came on for discussion medians and traffic islands at the request of Shane Rutledge with the Long Beach School District. Mr. Rutledge explained the difficulties in some areas for school buses to enter and exit when picking up children. No action was taken at this time.

It came on for discussion Long Beach Gateway Project Phase 2 at the Request of Joel Kozlowski. After continued discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to direct the questions brought up by Mr. Kozowski to Randll Love with Andercorp, LLC and Guy Dill Regional Director

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with Stevenson Consulting to review and respond. Once the responses are complete a copy is to be given to City Attorney Steve Simpson to review for recommendations and then presented back to the Mayor and Board of Aldermen.

Alderman McCaffrey made motion seconded by Alderman Allen and unanimously carried to approve the Lease Agreement for the McCaughan School District Property as follows:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

GROUND LEASE AGREEMENT

This Ground Lease Agreement entered into on this by and between the **Long Beach School District** of Long Beach, Mississippi, hereinafter sometimes referred to as “the District,” and the **City of Long Beach**, Mississippi, hereinafter as sometimes referred to as the “City.”

WHEREAS, District is the owner in fee simple certain real property commonly known as the former Harper McCaughan Elementary School Site on Jeff Davis Avenue in Long Beach , Mississippi; and

WHEREAS, the elementary school formerly located on such property was destroyed by Hurricane Katrina on August 29, 2004; and

WHEREAS, in furtherance of its efforts to rebuild and restore the city after Hurricane Katrina, the City has secured funding from available sources to build and construct a park, town green and related community facilities for use by the public on various community events and occasions, and which facilities may also be used by and contribute significantly to the benefit of the students and mission of the Long Beach School District; and

WHEREAS, The City of Long Beach is desirous of utilizing a portion of said land for said purpose under the terms and conditions enumerated and incorporated in this Agreement; and

WHEREAS, The Long Beach School District has found by resolution that the school land and property is not currently needed for use a site to rebuild an elementary school at this location at this time and is not otherwise needed for school purposes and is not to be used in the operation of the schools of the district during the anticipated term of the lease; and

Whereas that such school land and property may yield a higher long-term economic value

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to the district pursuant to such lease; that the sale or lease of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the school district; that the use of the school land and property for the purpose for which it is to be leased will promote and foster the development and improvement of the community in which the District is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof by providing facilities and locations for school functions, activities and events to be held with the City and otherwise.

NOW, THEREFORE, with all of the foregoing Recitals being fully incorporated herein by reference and accepted by the parties hereto as an unconditional part of this Lease Agreement, and for the considerations set forth herein, the parties hereto covenant and agree as follows, to wit:

ARTICLE I

DEMISE OF PREMISES

(1) DEMISE: Subject to the provisions contained herein District does hereby lease to City for use as a public park and for no other purposes that certain land and property lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, more particularly described as follows to-wit:

See Attached Exhibit A

(2) INITIAL TERM: The initial term of this lease shall be for a period of five (5) years commencing on the later date of execution hereof by any party, and terminating five (5) years later on the same date, except as otherwise provided herein.

(3) EXTENSIONS: Upon the expiration of the Initial Term, this lease may be extended by mutual agreement of the parties for four (4) additional periods of five (5) years each, to be known

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as the Extension Term(s). The \$1.00 annual base rent may be increased at the beginning of each extension term, based on the financial situations and needs of both the City and the District at that time, with the specific amount to be negotiated and agreed upon before each renewal..

(4) HOLDOVER: Upon the expiration of the Initial Term this lease or any extension thereof if extended, this lease shall continue to be in effect from month to month, such period of occupation by the City to be known as the "Holdover Term." Either party may give notice of its intention to terminate this lease during the Holdover term by giving sixty (60) days' notice to the other party of such intention.

(5) RENT:

(a) Rental Amount: City will pay as rental the sum of \$1.00 per year payable in advance annually during the Initial Term of this lease.

(c) Holdover: During any Holdover period, the rent shall be payable in advance each month during the Holdover period, and shall be in an amount equal to one twelfth of the annual rent charged during the last year of the Initial or most recent Extension Term.

(d) Early Termination: The District reserves the right to cancel the lease at any time with sixty (60) days' written notice should opportunities of needs arise which, in its sole discretion, will benefit the needs of the School District.

(e) Revenue Sharing: As additional rent, the parties agree that third-party event rentals (weddings, concerts, markets, festivals), vendor and concession fees shall be shared as follows: Seventy percent (70%) of net revenues to the School District and thirty percent (30%) to the City of Long Beach. Net revenues are defined as gross revenues minus agreed,

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direct event expenses incurred by the City only. The City agrees to provide quarterly statements and remit the District's share within 30 days of the quarter's close.

- (6) RESERVATION OF USE/PRIORITY: The District reserves the right to use the premises at any time for School events. Such school events shall have absolute scheduling priority over any other uses, and The District will incur no rental charge or fees.

**ARTICLE II
ACCEPTANCE**

City acknowledges that it has examined the parcel described in Exhibit "A" and finds the same to be in good and safe condition and accepts the location in its "as is" condition.

**ARTICLE III
PURPOSE**

Subject to the terms hereof, the subject property is leased to City on an exclusive basis for the term hereof, for the limited purpose as described herein. The property may not be subleased, and may not be used for any other purpose with written consent of the District.

**ARTICLE IV
IMPROVEMENTS**

City shall maintain the park, green space and city commons area and shall not change in material respect the intended purpose of the property as a park, town green and commons area.

City shall not place any permanent improvements at the location without the prior written approval and consent of the District. Construction of any fixed improvements on the subject property shall be first approved by the School District, which approval will not be unreasonably withheld.

**ARTICLE V
MAINTENANCE**

City Obligations: The City will be responsible for all management, maintenance, and financial duties related to the property, including:

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- Complete grounds maintenance, landscaping, tree care, irrigation, and repairs.
- All capital repairs, including replacement or refurbishment of its park facilities.
- Payment of all utilities, property and liability insurance (naming the District as additional insured).
- Administration of a reservation system for events and rentals, collection of rental fees, and provision of quarterly financial reports,
- Provision of security and ensuring compliance with applicable codes and permits.
- Payment for and completion of a new certified property survey defining the leased premises.

ARTICLE VI
DESTRUCTION OF LEASED PREMISES

In the event that the improvements to the Leased Premises be damaged or destroyed by fire, flood, storm or other casualty City may proceed with reasonable diligence and at its sole cost and expense to rebuild and repair those improvements on the Leased Premises, as hereinafter provided. Alternatively, City may cancel this lease and surrender the demised premises to the District as provided herein below.

ARTICLE VII
SURRENDER UPON TERMINATION

At the expiration of the Term or upon the earlier termination of this Agreement, the City shall surrender the location to the District in a condition suitable for use by the District for its purposes. Any improvements constructed by the City and deemed by the District to be an impediment to its future use shall be removed by the City at its sole cost and expense. City shall return the property to the District as near to its condition at the beginning of this lease as is

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reasonably possible.

ARTICLE VIII
SEVERABILITY

If any provision of the Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and the application of such remaining provision(s) shall not be affected thereby.

ARTICLE IX
NOTICES

Any notice required to be given under this Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, certified mail, to the parties at the address below:

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this the 21 day of October, 2025.

LONG BEACH SCHOOL DISTRICT
BY: Sandi Sawyer Dulaney, President
Of the Board of Trustees,

THE CITY OF LONG BEACH
BY: Tim Pierce, Mayor

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to table the contract with Tyler Technologies Water Department E-billing until a representative can be present.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Events Application for Christmas in Long Beach submitted by Long Beach Main Street:

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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

SUMMARY OF EVENT

Event Title: Christmas in Long Beach

Please give a brief description of the proposed event:

Christmas festival on town green with vendors & food trucks.

Event Day Date (s): Dec. 6th Event Time (s): 9:00 am

Set-Up Date & Time: Dec. 6th 7:00am Tear-Down Date & Time: 3:00 pm

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

Event Location Description: Back of Town Green

Sponsoring Organization's Legal Name: Long Beach Main Street

Organization Agent: Courtney Welch

Phone: _____ Home: _____ Cell: _____ During Event

Agent's Address: 201 Jeff Davis Ave

Agent's E-mail Address: lbms main street @ gmail.com

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

How many years has this event occurred? 0

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

STREET CLOSURES: Start Date/Time: _____ Through Date/Time: _____

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

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

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

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

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 100

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

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

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

If yes, how many? _____

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

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

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

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

trash cans, picnic tables, bathrooms open

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

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

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

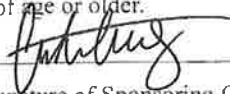
All food vendors must be approved by the Harrison County Health Department.

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

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

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

10/14/25
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

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Event Title: Christmas in Long Beach

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

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****LONG BEACH CITY EVENTS QUICK REFERENCE GUIDE****

MUNICIPAL VENDOR PERMITTING

Ordinance 666

NOISE ORDINANCE

Ordinance 463-A

SIGNS FOR SPECIAL EVENTS

Ordinance 607

- (b) Signs for Special Events. Temporary signs, not in excess of four (4) square feet in area, may be erected as participation in a public parade, public event or public celebration of a period not to exceed ten (10) days, provided, however, that the erection of such sign shall be approved by the Building Inspector.

Alderman McCaffrey made motion seconded by Alderman Bonds and
unanimously carried to approve the 2026 Holiday Schedule as follows:

HOLIDAY SCHEDULE

2025	
Tuesday, November 11 th	Closed-Veteran's Day
Wednesday, November 26 th	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
Thursday, November 27 th	Closed-Thanksgiving Holidays
Friday, November 28 th	Closed-Thanksgiving Holidays
Wednesday, December 24 th	Closed-Christmas Holidays
Thursday, December 25 th	Closed-Christmas Holidays
Wednesday, December 31 st	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
2026	
Thursday, January 1 st	Closed-New Year's Holiday
Monday, January 19 th	Closed-Martin Luther King's and Robert E. Lee's Birthday
Monday, February 16 th	Closed-President's Day
Monday, April 27 th	Closed-Confederate Memorial Day
Monday, May 24 th	Closed-Memorial Day
Friday, July 4 th	Closed-Independence Day
Monday, September 7 th	Closed-Labor Day
Wednesday, November 11 th	Closed-Veteran's Day
Wednesday, November 26 th	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
Thursday, November 27 th	Closed-Thanksgiving Holidays
Friday, November 28 th	Closed Thanksgiving Holidays
Wednesday, December 24 th	Closed-Christmas Holidays
Thursday, December 25 th	Closed-Christmas Holidays
Thursday, December 31 st	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
2027	
Friday, January 1 st	Closed New Year's Holiday

HOLIDAYS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH GOVERNOR'S PROCLAMATION
MBOA 10/21/25

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Mayor Pierce announced the Long Beach Middle School Veterans Day Celebration scheduled for November 7th, 2025.



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It came on for discussion available assistance to individuals who have been displaced from the Veterans’ Home. Mr. Justin Brooks with south Mississippi Housing Authority spoke about assistance that may be available for those affected by the closure. After continued discussion, Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to direct City Attorney Steve Simpson to review and report back to the board at the next regular scheduled meeting on November 4th, 2025.

Alderman McGoey made motion seconded by McCaffrey and unanimously carried to table the step increase for Harbor Guards.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to hire a part time Comptroller at the request of Mayor Pierce effective October 22, 2025.

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve the revenue expense report for September 2025.

Based on the recommendation of City Engineer David Ball, Alderman Allen made motion seconded by Alderman Bonds and unanimously carried to approve the following change order from W. C. Fore Trucking on the Inner Bulkhead and authorize the Mayor to execute same:

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**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

October 16, 2025

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

RE: Change Order No. 4
Long Beach Harbor – Inner Bulkhead

Ladies and Gentlemen:

The attached change order proposed two changes to the Contract:

1. A credit offered by the Contractor to remove the contractual requirement for certified payroll and other Federal compliance forms & certifications. These requirements are not necessary for any funding supporting this project and only contribute to needless paperwork and overhead.
2. An adjustment to contract quantities relative to some minor plan changes. This results in a moderate savings to the project budget, creating budgetary headroom in the case of future unforeseen issues.

We recommend approval of this change order and are happy to provide any desired information about this concern if requested.

Sincerely,

David Ball, P.E.

DB:1171-3B
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1171-3B Inner\90 CONSTRUCTION\20251016 1171-3B Recommend CO4.docx

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Change Order
No. 4

Date of Issuance:10/15/2025

Effective Date:10/21/2025

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

Contract:Long Beach Harbor Inner BulkheadDate of Contract:4/24/2025

Contractor:W.C. Fore Trucking, Inc.Engineer's Project No.:1171-38

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

Description:

1. Add a pay item to remove the contractual "Federal Compliance Forms & Certifications" sections which are not necessary for the

2. The utility plans were modified to locate the electrical conduit in areas where pavement has been or will be disturbed. Additionally the water was revised to remove and relocate or abandon in place only where necessary due to proposed grade changes.

Attachments: (List documents supporting change):

1. Contractor's request.

2. Plan sheets with marked Revision 2 sheet numbers C2.0 - C2.3, C3.0 - C3.3, C4.0 - 4.3, and S3.0 - S3.3.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$5,808,475.25

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

1to No. 3

\$10,000.00

Contract Price prior to this Change Order:

\$5,818,475.25

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

(\$43,906.25)

Revised Contract Price incorporating this Change Order:

\$5,774,569.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 510Calendar days 10/10/2026

Substantial completion (days or date): 10/10/2026

Ready for final payment (days or date):

Change In Contract Time from previous Change Orders No.

1to No. 3

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date): 510

Ready for final payment (days or date):

Change In Contract Time due to this Change Order:

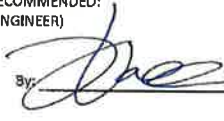
Substantial completion (days or date): 0

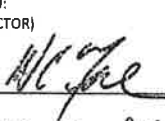
Ready for final payment (days or date):

Contract Times incorporating this Change Order:

Substantial completion (days or date): 10/10/2026

Ready for final payment (days or date):

RECOMMENDED:
(ENGINEER)
By: 
Date: 10/17/2025

ACCEPTED:
(CONTRACTOR)
By: 
Date: 10-15-25

ACCEPTED:
(OWNER)
By: 
Date: 10/23/2025

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ATTACHMENT TO CHANGE ORDER NUMBER				PROJECT NO. 1171-38				
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	DEMOLITION	1	L.S.	\$330,000.00			1	\$330,000.00
2-A	DEMOLITION & REMOVAL OF OBSTRUCTIONS	1	L.S.	\$235,000.00			1	\$235,000.00
3-B	REMOVE AND REPLACE EXISTING RIP-RAP	1	L.S.	\$57,500.00			1	\$57,500.00
3-C	REMOVAL OF PAVEMENT (ALL TYPES AND THICKNESS)	7,029	S.Y.	\$1.00			7,029	\$7,029.00
3-D	REMOVAL OF ELECTRICAL ITEMS	1	L.S.	\$100.00			1	\$100.00
3-E	REMOVAL OF WATER LINES (ALL TYPES AND SIZES)	743	L.F.	\$3.00			743	\$2,229.00
3-F	REMOVAL OF FIRE HYDRANT ASSEMBLIES	3	EA	\$300.00			3	\$900.00
3-G	REMOVAL OF CONCRETE SIDEWALK/PAVEMENT	305	S.Y.	\$1.00			305	\$305.00
4-A	REMOVAL OF BUSHES/DEBRIS, LVM	1,200	C.Y.	\$10.00			1,200	\$12,000.00
4-B	14"x14" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITH ADDITIONAL DRIVING)	2,640	L.F.	\$100.00			2,640	\$264,000.00
4-C	14"x14" PRESTRESSED CONCRETE BULKHEAD PILING BUILDUP (WITHOUT ADDITIONAL DRIVING)	63	L.F.	\$100.00			63	\$6,300.00
4-D	CAST IN PLACE CONCRETE BULKHEAD PILE CAP, PM	835	L.S.	\$1,275.510.00			835	\$1,275,510.00
4-E	CAST IN PLACE CONCRETE STIFF WALL	635	L.F.	\$383.00			635	\$243,205.00
6-A	CLEAN SAND FILL, AM, LVM	1,500	C.Y.	\$48.00			1,500	\$72,000.00
6-B	RIP RAP, LVM	250	C.Y.	\$185.00			250	\$46,250.00
10-A	8" WATER MAIN	120	L.F.	\$37.50			120	\$4,500.00
10-B	8" WATER MAIN	120	L.F.	\$37.50			120	\$4,500.00
10-C	8" WATER MAIN	945	L.F.	\$55.933.25			945	\$52,754.76
10-D	FITTINGS	2,500	LB.	\$11.00			2,500	\$27,500.00
11-A	8" HCT TAP	1	EA	\$12,500.00			1	\$12,500.00
12-A	2" WATER SERVICE	2	EA	\$5,400.00			2	\$10,800.00
13-A	3" GATE VALVE	3	EA	\$2,150.00			3	\$6,450.00
13-B	8" GATE VALVE	2	EA	\$4,375.00			2	\$8,750.00
13-C	FIRE HYDRANT ASSEMBLY	3	EA	\$5,600.00			3	\$16,800.00
20-A	FORCE MAIN	120	L.F.	\$86.75			120	\$10,410.00
30-A	2" SCH. 80 ELECTRICAL CONDUIT	1,800	L.F.	\$8.75			1,800	\$15,750.00
32-A	TRENCHING 24" DEEP (SECONDARY VOLTAGE)	3,000	L.F.	\$7.25			3,000	\$21,750.00
32-B	TRENCHING 36" DEEP (PRIMARY VOLTAGE)	800	L.F.	\$9.75			800	\$7,800.00
32-C	INSTALLATION OF DOWNER SUPPORT LIGHT POLES	5	EA	\$4,600.00			5	\$23,000.00
30-E	PULL BOX	2	EA	\$11,000.00			2	\$22,000.00
30-F	PULL BOX (TRAFFIC RATED)	6	EA	\$11,000.00			6	\$66,000.00
310-A	12" RCP	40	L.F.	\$230.00			40	\$9,200.00
310-B	CATCH BASIN	2	EA	\$9,400.00			2	\$18,800.00
500-A	BORROW EXCAVATION, AM, LVM (CLASS B3)	1,200	C.Y.	\$18.00			1,200	\$21,600.00
500-B	GEOTEXTILE FABRIC, TYPE V	9,000	S.Y.	\$4.45			9,000	\$40,050.00
510-A	UNSHULDERED, PM	7,300	S.Y.	\$27.00			7,300	\$197,100.00
510-B	12.5 MM. MT. ASPHALT PAVEMENT, PM	7,300	S.Y.	\$21.75			7,300	\$158,775.00
510-C	19 MM. MT. ASPHALT PAVEMENT, PM	7,300	S.Y.	\$43.50			7,300	\$317,550.00
510-D	PAVEMENT MARKINGS, STRIPING AND SIGNAGE	1	L.S.	\$9,000.00			1	\$9,000.00
510-E	REINFORCED CONCRETE SIDEWALK/PAVEMENT	400	S.Y.	\$265.00			400	\$106,000.00
510-F	TURN DOWN BELOW SIDEWALK AND LANDING	30	C.Y.	\$1,375.00			30	\$41,250.00
510-G	REINFORCED CONCRETE STIP UNIT	8	EA	\$1,500.00			8	\$12,000.00
41-A	FREE STANDING RAILING	300	L.F.	\$80.00			300	\$24,000.00
41-B	WALL MOUNT RAILING	140	L.F.	\$18.00			140	\$2,520.00
42-A	8" UTILITY CHASE	30	L.F.	\$365.00			30	\$10,950.00
42-B	12" UTILITY CHASE	540	L.F.	\$280.00			540	\$151,200.00
42-C	3" UTILITY CHASE	40	L.F.	\$1,250.00			40	\$50,000.00
CO3 1	INCREASE COST FOR FINAL DISPOSAL OF RIP RAP/SOIL STOCKPILE (AS REMOVED FROM 1171-38/EASTERN BULKHEAD CONTRACT)	1	L.S.	\$10,000.00			1	\$10,000.00
CO4-1	ABOLISHING CERTIFIED PAYROLL REQUIREMENT	0	L.S.	\$2,000.00			0	\$0.00
TOTAL BASE BID				\$4,046,821.25				\$4,046,821.25
ALTERNATE NO. 2								
4-F	PRE-STRESSED CONCRETE GRAFT PILES	19,385	S.F.	\$98.00			19,385	\$1,900,030.00
TOTAL ALL UNIT PRICE BASE BID + ALTERNATE NO. 2				\$5,946,851.25				\$5,946,851.25

EJCDC No. C-441 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Based on the recommendation of City Engineer David Ball, Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve Project Closeout from JE Borries on Southeastern Bulkhead as follows:

Minutes of October 21, 2025
Mayor and Board of Aldermen



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

October 15, 2025

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

**RE: Project Closeout Documents & Recommendation of Final Acceptance
Long Beach Harbor – Southeastern Shoreline Bulkhead**

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. The following project closeout documents are included:

1. Fully executed Change Order No. 8 (Summary); approved by the City in June 2025
2. Pay Application No. 9 (Final)
3. Contractor's Affidavit of Debts and Claims and Contractor's Release of Liens
4. Updated Certificate of Liability Insurance
5. Consent of Surety to Final Payment
6. Fully executed Certificate of Substantial Completion

If you have any questions about the above, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Ball', written over a horizontal line.

David Ball, P.E.

DB:1076
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1076 - LB Harbor - SE Shoreline Bulkhead\90 CONSTRUCTION\20251015 1076 Recommend final accept.docx
Page 1/1

Minutes of October 21, 2025
Mayor and Board of Aldermen

Change Order
No. 8 Summary

Date of Issuance:4/30/2025

Effective Date:5/20/2025

Project:	Owner:	City of Long Beach	Owner's Contract No.:
Contract:	LB Harbor SE Shoreline Bulkhead		Date of Contract:11/1/2022
Contractor:	J.E. Borrias, Inc.		Engineer's Project No.:1076

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

Description:

1. Adjust quantities to conform to final field conditions.

Attachments: (List documents supporting change):

1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$2,523,098.00

(Increase) In Contract Price from previous Change Orders No. 1 to No. 7
\$469,528.00

Contract Price prior to this Change Order:
\$2,992,626.00

(Decrease) In Contract Price due to this Change Order:
(\$100,804.88)

Revised Contract Price Incorporating this Change Order:
\$2,891,821.12

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days Calendar days
Substantial completion (days or date): 12/19/2023
Ready for final payment (days or date):

Change In Contract Time from previous Change Orders No. 1 to No. 7
Substantial completion (days or date): 484
Ready for final payment (days or date):

Contract Times prior to this Change Order:
Substantial completion (days or date): 4/16/2025
Ready for final payment (days or date):

Change In Contract Time due to this Change Order:
Substantial completion (days or date):
Ready for final payment (days or date):

Contract Times Incorporating this Change Order:
Substantial completion (days or date): 4/16/2025
Ready for final payment (days or date):

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: [Signature]

By: Robert A. Hedges

By: [Signature]

Date: 5/8/2025

Date: 5/8/25

Date: 6-4-25

Minutes of October 21, 2025
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER

B Summary

PROJECT NO. 1076

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	MORILLIZATION	1 L.S.	\$ 110,000.00	\$ 110,000.00		\$ -	1	\$ 110,000.00
2-A	DEMOLITION & REMOVAL OF EXISTING OBSTRUCTIONS	1 L.S.	\$ 150,000.00	\$ 150,000.00		\$ -	1	\$ 150,000.00
2-B	REMOVE EXISTING TIMBER PIER	1 L.S.	\$ 20,000.00	\$ 20,000.00		\$ -	1	\$ 20,000.00
2-C	REMOVE AND REPLACE EXISTING RIP-RAP	1 L.S.	\$ 162,000.00	\$ 162,000.00		\$ -	1	\$ 162,000.00
3-A	10" PRECAST CONCRETE SHEET PILES	9676.00 S.F.	\$ 97.00	\$ 895,192.00	0.39	\$ 35.88	9,576.39	\$ 895,227.88
3-B	REMOVAL OF BULKED DEBRIS	200 C.Y.	\$ 100.00	\$ 20,000.00	118.73	\$ 11,873.00	118.73	\$ 11,873.00
3-C	16"x16" PRECAST CONCRETE BULKHEAD PILING	2573 L.F.	\$ 153.00	\$ 454,899.00		\$ -	2,973	\$ 454,899.00
3-D	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITH ADDITIONAL DRIVING)	35 L.F.	\$ 250.00	\$ 8,750.00	(35)	\$ (8,750.00)	0	\$ -
3-E	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITHOUT ADDITIONAL DRIVING)	35 L.F.	\$ 200.00	\$ 7,000.00	(35)	\$ (7,000.00)	0	\$ -
4-A	CAST IN PLACE CONCRETE PILE CAP	344 C.Y.	\$ 1,593.00	\$ 547,992.00	(1.07)	\$ (1,704.51)	342.93	\$ 546,287.49
4-B	CAST IN PLACE STEM WALL	38 C.Y.	\$ 1,275.00	\$ 46,550.00	0.79	\$ 894.25	38.79	\$ 47,444.25
5-A	CLEAN SAND FILL, AH, LVM	7000 C.Y.	\$ 35.00	\$ 70,000.00	(8.07)	\$ (28,245.00)	1,993	\$ 41,755.00
5-B	RIP RAP, LVM	195 C.Y.	\$ 173.00	\$ 33,150.00	(193.00)	\$ (33,150.00)	0.00	\$ -
510-A	15" REINFORCED CONCRETE PIPE	78 L.F.	\$ 173.00	\$ 12,240.00	(7)	\$ (1,700.00)	71	\$ 12,070.00
520-A	CATCH BASIN, SS-2 TYPE	2 E.A.	\$ 9,000.00	\$ 18,000.00		\$ -	2	\$ 18,000.00
500-B	BORROW EXCAVATION, AH, LVM, CLASS B-3	205 C.Y.	\$ 35.00	\$ 7,175.00	(205.00)	\$ (7,175.00)	0.00	\$ -
500-C	GEOTEXTILE FABRIC, TYPE V	133 S.Y.	\$ 10.00	\$ 1,330.00	63	\$ 630.00	196	\$ 1,960.00
510-A	8" CRUSHED LIMESTONE ROAD BASE	111 S.Y.	\$ 40.00	\$ 5,436.00		\$ -	111.00	\$ 5,436.00
510-B	2" HOT BITUMINOUS PAVEMENT, SURFACE COURSE (ST-12.5 MM MIX)	0 S.Y.	\$ 36.00	\$ -		\$ -	0	\$ -
510-C	REINFORCED CONCRETE PAVEMENT	60 S.Y.	\$ 120.00	\$ 7,200.00	(5)	\$ (600.00)	55	\$ 6,600.00
510-D	CONCRETE CURB AND GUTTER INSTALLATION OR RESTORATION	202 L.F.	\$ 56.00	\$ 11,230.00		\$ -	200	\$ 11,200.00
CO1-1	REMOBILIZATION FOR ADDITIONAL TEST PILE	1 L.S.	\$ 5,436.00	\$ 5,436.00		\$ -	1	\$ 5,436.00
CO1-2	SUPPORT PILE DRIVING ANALYZING TEST FOR ADDITIONAL TEST PILE	1 L.S.	\$ 6,356.00	\$ 6,356.00		\$ -	1	\$ 6,356.00
LO1-3	PILE LIFT-UP AND UNLIFTING BOWEL HULLS	2 L.S.	\$ 892.00	\$ 892.00		\$ -	2	\$ 892.00
CO1-4	ADDITIONAL RESTRIKES (UP TO 72 HOURS AFTER PDA TEST)	0 E.A.	\$ 4,200.00	\$ -	1	\$ 4,200.00	1	\$ 4,200.00
CO1-5	ADDITIONAL RESTRIKE STAKE-UP (MORE THAN 72 HOURS AFTER PDA TEST)	0 DAY	\$ 2,364.00	\$ -		\$ -	0	\$ -
CO2-1	EASTERN BULKHEAD - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 E.A.	\$ 34,557.50	\$ 68,595.00		\$ -	2	\$ 68,595.00
CO3-1	SOUTHERN QUAY - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 E.A.	\$ 31,902.00	\$ 63,904.00	(1)	\$ (31,302.00)	2	\$ 62,602.00
CO3-2	INNER BULKHEAD - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 E.A.	\$ 33,652.50	\$ 67,305.00	1	\$ 33,652.50	3	\$ 100,557.50
CO6-1	RESTRIKES & LOW-BEARING PRODUCTION PILES WITH PDA SUPPORT	1 L.S.	\$ 23,879.00	\$ 23,879.00		\$ -	1	\$ 23,879.00
CO6-2	RESTRIKES & (MINIMUM) 10 11 (MAXIMUM) LOW-BEARING PRODUCTION PILES	13 E.A.	\$ 3,500.00	\$ 45,500.00	(8)	\$ (28,000.00)	5	\$ 17,500.00
CO7-1	DEMOLITION/REMOVAL OF PIER STRUCTURE	3 L.S.	\$ 10,000.00	\$ 10,000.00		\$ -	3	\$ 10,000.00
CO7-2	REMOVAL OF PIER TIMBER PILES	17 E.A.	\$ 250.00	\$ 4,250.00		\$ -	17	\$ 4,250.00
CO7-3	REMOVAL OF CONCRETE RIP RAP (ONLY SURFACE CONCRETE/DEBRIS WILL BE REMOVED; MATERIAL WILL BE PLACED LANDSIDE AND TRUCKED OFF)	1 L.S.	\$ 16,000.00	\$ 16,000.00		\$ -	1	\$ 16,000.00
TOTAL CHANGE ORDER AMOUNTS				\$ 2,992,625.00		\$ (100,804.88)		\$ 2,891,820.12

EMCC No. C-841 (2002 Edition)
Prepared by the Engineer Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of October 21, 2025
Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 9 Final

TO: City of Long Beach (OWNER)
Contract for: LB Harbor - SE Shoreline Bulkhead Dated: 11/1/2022

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1076
For work accomplished through the date of: 4/16/2025

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$2,891,821.12
STORED MATERIALS					\$0.00
TOTAL			\$2,891,821.12		\$2,891,821.12
(Orig. Contract)			\$2,523,098.00		
CO 1			\$21,099.00		
CO 2			\$68,595.00		
CO 3			\$161,211.00		
CO 4			\$0.00		
CO 5			\$23,879.00		
CO 6			\$194,794.00		
CO 7			-\$50.00		
CO 8			-\$100,804.88		

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 2,891,821.12
	LESS 0% RETAINAGE	\$ 0.00
	AMOUNT DUE TO DATE	\$ 2,891,821.12
	LESS PREVIOUS PAYMENTS	\$ 2,747,230.06
	AMOUNT DUE THIS APPLICATION	\$ 144,591.06

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 9 Final Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: OCT 15, 2025

J.E Borries, Inc.
2816 Front Street
Pascagoula, MS 39567
Vendor # 7537
CONTRACTOR

By: 

ENGINEER'S Recommendation:

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

Dated: Oct. 15, 2025

Overstreet & Associates, PLLC
ENGINEER

By: 

Minutes of October 21, 2025
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 9 Final PROJECT NO. 1076

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	BASE BID									
1-A	MOBILIZATION	1 L.S.	\$ 110,000.00	\$110,000.00	100%	\$110,000.00		\$0.00	100%	\$110,000.00
2-A	DEMOLITION & REMOVAL OF EXISTING OBSTRUCTIONS	1 L.S.	\$ 150,000.00	\$150,000.00	100%	\$150,000.00		\$0.00	100%	\$150,000.00
2-B	REMOVE EXISTING TIMBER PIER	1 L.S.	\$ 20,000.00	\$20,000.00	100%	\$20,000.00		\$0.00	100%	\$20,000.00
2-C	REMOVE AND REPLACE EXISTING RIP-RAP	1 L.S.	\$ 162,000.00	\$162,000.00	100%	\$162,000.00		\$0.00	100%	\$162,000.00
3-A	30" PRECAST CONCRETE SHEET PILES	9676.39 L.F.	\$ 92.00	\$890,227.88	9676.39	\$890,227.88		\$0.00	9676.39	\$890,227.88
3-B	REMOVAL OF BURIED DEBRIS	318.79 C.Y.	\$ 100.00	\$31,879.00	318.79	\$31,879.00		\$0.00	318.79	\$31,879.00
3-C	16"x16" PRECAST CONCRETE BULKHEAD PILING	2373 L.F.	\$ 153.00	\$454,869.00	2373	\$454,869.00		\$0.00	2373	\$454,869.00
3-D	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITH ADDITIONAL DRIVING)	0 L.F.	\$ 250.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
3-E	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITHOUT ADDITIONAL DRIVING)	0 L.F.	\$ 230.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
4-A	CAST IN PLACE CONCRETE PILE CAP	342.93 C.Y.	\$ 1,593.00	\$546,287.49	342.93	\$546,287.49		\$0.00	342.93	\$546,287.49
4-B	CAST IN PLACE STEM WALL	38.73 C.Y.	\$ 1,225.00	\$47,444.25	38.73	\$47,444.25		\$0.00	38.73	\$47,444.25
5-A	CLEAN SAND FILL, 4H, LVM	1193 C.Y.	\$ 35.00	\$41,755.00	1193	\$41,755.00		\$0.00	1193	\$41,755.00
5-B	RIP RAP, LVM	0 C.Y.	\$ 170.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-A	15" REINFORCED CONCRETE PIPE	71 L.F.	\$ 170.00	\$12,070.00	71	\$12,070.00		\$0.00	71	\$12,070.00
510-B	CATCH BASIN, SS-2 TYPE	2 EA	\$ 9,000.00	\$18,000.00	2	\$18,000.00		\$0.00	2	\$18,000.00
510-C	BORROW EXCAVATION, 4H, LVM, CLASS B-3	0 C.Y.	\$ 35.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-D	GEOTEXTILE FABRIC, TYPE V	198 S.Y.	\$ 10.00	\$1,980.00	198	\$1,980.00		\$0.00	198	\$1,980.00
510-E	8" CRUSHED LIMESTONE ROAD BASE	111 S.Y.	\$ 49.00	\$5,439.00	111	\$5,439.00		\$0.00	111	\$5,439.00
510-F	2" HOT BITUMINOUS PAVEMENT, SURFACE COURSE (ST-11.5 M.V. MIX)	0 S.Y.	\$ 36.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-G	REINFORCED CONCRETE PAVEMENT	550 S.Y.	\$ 120.00	\$66,000.00	550	\$66,000.00		\$0.00	550	\$66,000.00
510-H	CONCRETE CURB AND GUTTER INSTALLATION OR RESTORATION	200 L.F.	\$ 56.00	\$11,200.00	200	\$11,200.00		\$0.00	200	\$11,200.00
CD1-1	REMOBILIZATION FOR ADD'L TEST PILE	1 L.S.	\$ 5,436.00	\$5,436.00	100%	\$5,436.00		\$0.00	100%	\$5,436.00
CD1-2	SUPPORT PILE DRIVING ANALYZING TEST FOR ADD'L TEST PILE	1 L.S.	\$ 6,356.00	\$6,356.00	100%	\$6,356.00		\$0.00	100%	\$6,356.00
CD1-3	PILE CUT-OFF AND DRILLING DOWN HOLES	1 L.S.	\$ 892.00	\$892.00	100%	\$892.00		\$0.00	100%	\$892.00
CD1-4	ADDITIONAL RESTRIKE (UP TO 72 HOURS AFTER PDA TEST)	1 EA	\$ 4,200.00	\$4,200.00	1	\$4,200.00		\$0.00	1	\$4,200.00
CD1-5	ADDITIONAL RESTRIKE STANDARD-BY (MORE THAN 72 HOURS AFTER PDA TEST)	0 DAY	\$ 2,364.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
CD2-1	EASTERN BULKHEAD - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 EA	\$ 34,297.50	\$68,595.00	2	\$68,595.00		\$0.00	2	\$68,595.00
CD3-1	SOUTHERN QUAY - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 EA	\$ 31,302.00	\$62,604.00	2	\$62,604.00		\$0.00	2	\$62,604.00
CD3-2	INNER BULKHEAD - ADDITIONAL TEST PILE INSTALL & RESTRIKE	3 EA	\$ 33,652.50	\$100,957.50	3	\$100,957.50		\$0.00	3	\$100,957.50
CD5-1	SUPPORT RESTRIKE 5 (MINIMUM) TO 13 (MAXIMUM) LOW-BEARING PRODUCTION PILES WITH PDA	1 L.S.	\$ 23,879.00	\$23,879.00	100%	\$23,879.00		\$0.00	100%	\$23,879.00
CD6-1	PRODUCTION PILES	5 EA	\$ 3,500.00	\$17,500.00	5	\$17,500.00		\$0.00	5	\$17,500.00
CD7-1	DEMO/REMOVAL OF PIER STRUCTURE	1 L.S.	\$ 10,000.00	\$10,000.00	1	\$10,000.00		\$0.00	1	\$10,000.00
CD7-2	REMOVAL OF PIER TIMBER PILES	17 CA	\$ 250.00	\$4,250.00	17	\$4,250.00		\$0.00	17	\$4,250.00
CD7-3	REMOVAL OF CONCRETE RIP RAP (ONLY SURFACE CONCRETE/DEBRIS WILL BE REMOVED; MATERIAL WILL BE PLACED LANDSIDE AND TRUCKED OFF)	1 L.S.	\$ 18,000.00	\$18,000.00	1	\$18,000.00		\$0.00	1	\$18,000.00

ATTACHMENT TO PAY ESTIMATE NO. 9 Final PROJECT NO. 1076

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	TOTAL BASE BID			\$7,891,821.17		\$7,891,821.17		\$0.00		\$7,891,821.17

Minutes of October 21, 2025
Mayor and Board of Aldermen

 AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: LONG BEACH HARBOR SE SHORELINE BULKHEAD TO OWNER: CITY OF LONG BEACH	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction CONTRACT DATED:	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
--	---	---

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
- Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- 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's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:

J.E. BORRIES INC.
2816 FRONT ST.
PASCAGOULA, MS 39567

BY:


(Signature of authorized representative)

STUART JONES / VICE PRESIDENT
(Printed name and title)

Subscribed and sworn to before me on this date:



Notary Public:

My Commission Expires:



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User Notes:

(1687782739)

Minutes of October 21, 2025
Mayor and Board of Aldermen

 AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) Long Beach Harbor Southeast Shoreline Bulkhead Long Beach, MS.	ARCHITECT'S PROJECT NUMBER: 1076	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: (Name and address) City of Long Beach P.O. Box 929 Long Beach, MS. 39560	CONTRACT DATED: 11/1/2022	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Harrison

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

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: (Name and address)

J.E. Borries Inc.
2316 Front Street
Bogalusa, MS. 39567
BY: Robert A. Hodges
(Signature of authorized representative)
Project Coordinator
(Printed name and title)

Subscribed and sworn to before me on this 5-8-25 day of May, 2025.

Notary Public: Spencer Butler
My Commission Expires: 8-2-2026



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User Notes:

(1733912932)

Minutes of October 21, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
760 Howard Avenue, 2nd Floor
Biloxi MS 39530

CONTACT NAME
Patty Savage
PHONE (A/C, No, Ext): 228-374-2000 FAX (A/C, No): 228-432-7420
E-MAIL
ADDRESS: Patty_Savage@ajg.com

INSURED
J. E. Borries, Inc.
2816 Front Street
Pascagoula MS 39567

JEBORRI-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Mitsui Sumitomo Insurance Co of America	20362
INSURER B:	Progressive Gulf Insurance Company	42412
INSURER C:	Navigators Insurance Company	42307
INSURER D:	American Interstate Insurance Company	31895
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2023281449

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$5,000 Ded GENT. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		OHM4510261	2/25/2025	2/25/2028	<table><tbody><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPIOP AGG</td><td>\$ 1,000,000</td></tr><tr><td>P & I</td><td>\$ 1,000,000</td></tr></tbody></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPIOP AGG	\$ 1,000,000	P & I	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																			
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MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMPIOP AGG	\$ 1,000,000																			
P & I	\$ 1,000,000																			
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒		956682028	3/16/2025	3/16/2028	<table><tbody><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></tbody></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR CLAIMS-MADE DED ☒ RETENTION \$ 25,000		OLM2510516 HO25LIAZ0GLTA01	2/25/2025 2/25/2025	2/25/2026 2/25/2026	<table><tbody><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></tbody></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																			
AGGREGATE	\$ 5,000,000																			
	\$																			
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ Y ☐ N / A		AVWCMS3405752025	8/17/2025	8/17/2028	<table><tbody><tr><td>☒ PER STATUTE ☐ OTHER</td><td>USL&H</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></tbody></table>	☒ PER STATUTE ☐ OTHER	USL&H	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTHER	USL&H																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	☐ Maritime Employers Liability		AVWCMS3405752025	8/17/2025	8/17/2028	<table><tbody><tr><td>Limit</td><td>\$1,000,000</td></tr></tbody></table>	Limit	\$1,000,000												
Limit	\$1,000,000																			

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

Owners: Roxanna Borries is excluded from Workers Compensation Coverage.

Excess Liability is follow form the GL, AL and EL.

Long Beach Harbor - SE Shoreline Bulkhead; Certificate holder and Overstreet & Associates PLLC and Andercorp, LLC are named as additional insureds on the General Liability, Auto and Umbrella policies when required by written contract. A Waiver of Subrogation is also provided in favor of the City of Long Beach and Overstreet & Associates PLLC and Andercorp when required by written contract. Insurance is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul T. Maun

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

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

Minutes of October 21, 2025
Mayor and Board of Aldermen



Consent Of Surety to Final Payment

Bond # MSC 53371

PROJECT: (Name and address) Long Beach Harbor - SE Shoreline Bulkhead	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Construction	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: (Name and address) City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560	CONTRACT DATED:	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306
on bond of
(Insert name and address of Contractor)
J. E. Borries, Inc.
2816 Front Street
Pascagoula, MS 39567
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to
(Insert name and address of Owner)
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 8th, 2025
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Merchants Bonding Company (Mutual)
(Surety)

(Signature of authorized representative)
Lisa R. Butler, Attorney-in-Fact
(Printed name and title)

Minutes of October 21, 2025
Mayor and Board of Aldermen

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashler; Jennifer Roberts; Joey Beattie; Julie C Livingston; Kathleen Scarborough; Kimberly B Berhum; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tulen; Susan Skrmella; Troy P Wagener

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

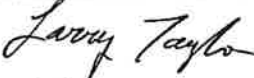
In connection with obligations in favor of the Florida Department of Transportation only, It is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of May, 2025



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of May, 2025




Secretary

POA 0018 (6/24)

Minutes of October 21, 2025
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

	City of Long Beach
PROJECT	Long Beach Harbor - SE Shoreline Bulkhead
DATE OF ISSUANCE	April 21, 2025
OWNER	City of Long Beach
OWNER'S Contract No.	
CONTRACTOR	J.E. Borries, Inc.
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	J.E. Borries, Inc.
	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 9, 2025
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 October 21, 2025
Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 6-3 2015

Overstreet & Associates, PLLC.

ENGINEER

By: [Signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____

J.E. Borries, Inc.

CONTRACTOR

By: Robert A. Hodges

OWNER accepts this Certificate of Substantial Completion on _____

City of Long Beach

OWNER

By: George S. Bass
(Authorized Signature)

Minutes of October 21, 2025
Mayor and Board of Aldermen



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

**LB HARBOR – SOUTHEAST BULKHEAD
PUNCHLIST - APRIL 17, 2025**

- 1. Expansion Joints – fill with an elastoprene rubber EBS expansion joint system by MM Systems Corporation to final concrete grade, including stem wall & concrete pavement area. This system is to be installed by a qualified subcontractor.
- 2. Repair stem wall defects – patch with concrete/surface treatment.
- 3. Install expansion joints material on all expansion joints (a few are missing).
- 4. Handicap ramp edge needs a tooled joint.
- 5. Clean up site, including concrete waste, debris, etc.
- 6. Repair pile cap with epoxy crack filler & sealer – submittals outstanding on this item.
- 7. Rub/smooth rough concrete where present (curb & gutter, concrete pavement, cap, etc.).
- 8. Repair chip on pile cap near western end (adjacent to handicap ramp).

Biloxi | Long Beach | Pascagoula | Daphne

O:\docs\1076 - LB Harbor - SE Shoreline Bulkhead\90 CONSTRUCTION\E-RPR\1076 - 20250417 Punchlist.docxPage 1/
1

Alderman Frazer made motion seconded by Alderman McCaffrey and
unanimously carried to table advertising for Long Beach Harbor Electrical Platform.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey
made motion seconded by Alderman Allen and unanimously carried to award War
Memorial Pavilion repairs to Twin L Construction as follows:

Minutes of October 21, 2025
Mayor and Board of Aldermen



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

October 16, 2025

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

RE: LB Town Green – War Memorial Pavilion Repairs

Ladies and Gentlemen:

We requested quotes from several local contractors to construct the FEMA-authorized Hurricane Zeta repairs to the War Memorial Pavilion at the LB Town Green, of which three proposals were returned to our office by the noon deadline yesterday. We have reviewed the prices and find that Twin L Construction submitted the lowest responsive and responsible bid in accordance with Mississippi procurement law and the requirements of the Request for Quotations. Accordingly, we recommend award of the contract to Twin L Construction in the amount of \$24,000 per the attached informal tabulation of quotes.

We understand that a FEMA time extension for this project is currently under review; however, because of the ongoing federal government shutdown, it is unlikely to be finalized prior to the end of the year. The RFQ specifies a completion period of forty-five (45) days from the date of Notice of Award, which provides sufficient time to complete the work well before the existing FEMA deadline. Therefore, proceeding with award at this time is consistent with the intent of the current funding authorization and should allow the repairs to be completed within the approved project schedule.

Sincerely,

David Ball, P.E.

DB:1344
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1344\90 CONSTRUCTION\20251016 War Memorial repairs recommend Twin L.docx

Page 1/1

City of Long Beach
Town Green Memorial Pavilion Repairs
Tabulation of Quotes

10/16/2025 - 12:00 PM

CONTRACTORS BIDDING:			Twin L Construction, Inc. Pass Christian, MS		David Rush Construction, LLC Pass Christian, MS		Specialty Contractors & Associates, Inc. Gulfport, MS	
ITEM		QUANTIFY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1-A	REPOINT BRICK COLUMNS PER PLANS	60 SF	\$ 20.00	\$ 1,200.00	\$ 150.00	\$ 9,000.00	\$ 25.00	\$ 1,500.00
1-B	REPLACE SHEETROCK WITH EIFS	1 LS	\$ 11,500.00	\$ 11,500.00	\$ 30,000.00	\$ 30,000.00	\$ 34,000.00	\$ 34,000.00
1-C	RESTORE ALL ROOF TO BRICK PILASTER CONNECTIONS	4 EA	\$ 875.00	\$ 3,500.00	\$ 600.00	\$ 2,400.00	\$ 2,500.00	\$ 10,000.00
1-D	REPLACE VERTICAL FLANGE CORNER DIVERTERS	1 LS	\$ 2,800.00	\$ 2,800.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
1-E	MOBILIZATION	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,800.00	\$ 6,800.00
TOTAL AMOUNT OF QUOTE:				\$ 24,000.00		\$ 47,900.00		\$ 58,800.00

Minutes of October 21, 2025
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Bonds and unanimously carried to approve request for made by Community Affairs Director Courtney Cuevas – Welch for \$500 to purchase candy for the Trick, Treats, and Trail.

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve request to advertise for technology equipment for Cyber Security Grant.

It came on for discussion the Downtown Long Beach Light Project, whereupon Community Affairs Director Courtney Cuevas Welch explained to the board that she had a sponsor for the lights and presented them with the following:



After considerable discussion Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the project.

Minutes of October 21, 2025
Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 101 Cheri Lane, Long Beach, Mississippi. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 101 CHERI LANE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint of the Zoning Enforcement Office of the City of Long Beach wherein lies the property known as 101 Cheri Lane, a public hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, was scheduled for and conducted on August 5, 2025, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;
2. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;
3. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such

Minutes of October 21, 2025
Mayor and Board of Aldermen

adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 101 Cheryl Lane, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Numbers 0612F-02-060.00 and 0612F-02-063.000, and according to said tax records is owned by (Clermont, LLC), having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The fine assessed and imposed hereby is in the TOTAL amount of \$4,401.66, \$2,901.66 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

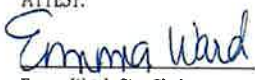
Alderman Bennett seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joseph "Joey" Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McGoe	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 and order adopted and approved this 21st day of October, 2025.

APPROVED:

Timothy I. Pierce, Mayor

ATTEST:

Emma Ward, City Clerk

Alderman McGoe made motion seconded by Alderman McCaffrey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To seek the legal advice and counsel of the City Attorney regarding amended and restated lease agreement Long Beach Harbor Resorts, LLC.

**Minutes of October 21, 2025
Mayor and Board of Aldermen**

The question having received the affirmative voice vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session.

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The Meeting resumed in Open Session, whereupon no action was taken.

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

Minutes of October 21, 2025
Mayor and Board of Aldermen

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph “Joey” Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Emma Ward, City Clerk

CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
MINUTES OF EXECUTIVE SESSION
October 21, 2025

Be it remembered that the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, met in closed and executive session at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, pursuant to the Laws of the State of Mississippi entered into by the unanimous vote of all the Aldermen present and voting at a regular meeting duly held and convened on Tuesday, the 21th day of October, 2025.

There were present and in attendance on said board and at the meeting the following named persons: Mayor Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph “Joey” Giuffira, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

There being a quorum present sufficient to transact the business of this executive session the Mayor and Board of Aldermen did then, upon motion duly made, seconded and unanimously carried in open session on October 21st, 2025, meet in executive session for the transaction of public business, to-wit: Amended and Restated Lease Agreement with Long Beach Harbor Resort, LLC.

- * * *
- Discussion was held regarding the request made by Mr. James L. Parrish, Manager of Long Beach Harbor Resort, LLC, to exercise the option to extend the 2010 lease agreement for an additional five (5) year term.

There was no official action taken in Executive Session.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Allen made motion seconded by Alderman Bennett and unanimously carried to adjourn executive session and return to open session.

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MAYOR AND BOARD OF ALDERMEN
MINUTES OF EXECUTIVE SESSION
October 21, 2025

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph “Joey” Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Emma Ward, City Clerk