MUNICIPAL DOCKET REGULAR MEETING OF AUGUST 19, 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. 307 Alexander Road; assessed to Dakohtah Hedgepeth & Isabella Rose Spiers	
	2. 310 Gates Avenue; assessed to Mary Zuber Schauer	
	3. 601, 603, 612, & O East 5th Street; Welch Family LTD Partnership No. 9	
v.	PUBLIC COMMENTS	
VI.	Announcements; presentations; proclamations	
VII.	AMENDMENTS TO THE MUNICIPAL DOCKET	
VIII.	APPROVE MINUTES:	
	1. MAYOR AND BOARD OF ALDERMEN	
	a. August 5, 2025 – Regular & Executive Session	
	b. August 7, 2025 – Special Meeting & Executive Session	
	c. August 12, 2025 - Work Session	
	2. PLANNING COMMISSION	
	a. August 14, 2025 - Regular	
IX.	APPROVE DOCKET OF CLAIMS NUMBER(S):	
	1. 081925	
X.	Unfinished Business	
	1. Lease Negotiations with Long Beach Harbor Resorts	
XI.	NEW BUSINESS	
	 Special Event - Location change; Taste of Long Beach 	
	2. Banners Request - Long Beach Chamber of Commerce; Taste of Long Beach	
	3. Banner Request - First Baptist Church; Trunk or Treat	
	4. Special Events Application - Cruising Show and Shine; Courtney Cuevas-Welch	
	5. Special Events Application - Tricks! Treats! Trail!; Courtney Cuevas-Welch	
	6. Request for Contribution - Carnival Association of Long Beach; Jennifer Glenn	
	7. Resolution - Harrison County Striping; West Railroad	
XII.	DEPARTMENTAL BUSINESS	
	1. MAYOR'S OFFICE	
	2. PERSONNEL	
	a. Police Dept - New Hire (1), Step Increase (2)	
	b. Fire Dept – Education Pay (1), Step Increase (2), Resignation (2), Demotion (1},
	Probation Extension (1)	
	3. CITY CLERK	
	a. Budget Amendment Request - Library	
	4. FIRE DEPARTMENT	
	5. POLICE DEPARTMENT	
	a. Hemp Ordinance	
	6. ENGINEERING	
	 a. Contract – Parkwood-Briarwood Drainage; Jay Bearden Construction 	
	 b. Contract - Park Row Drainage; Twin L Construction 	
	c. Contract - Magnolia-Dearman; Twin L Construction	
	d. Contract - Southern Quay; W.C. Fore	
	7. PUBLIC WORKS	
	a. Request to Advertise – 2025-2026 Annual Bids	
	8. RECREATION	
	a. Gymnasium A/C Unit	
	9. Building office	
	a. Commercial Development Requirements Ordinance	
	10. MUNICIPAL COURT	
	11. HARBOR	
	12. COMMUNITY AFFAIRS	
	13. DERBLICT PROPERTIES	
XIII.	REPORT FROM CITY ATTORNEY	
WIW.	ADJOURN (OR) RECESS	

XIV.

ADJOURN (OR) RECESS

Be it remembered that three public hearings 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 August, 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 (arrived late to meeting), 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 first public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 307 Alexander Road, Long Beach, MS, and assessed to Dakohtah Hedgepeth and Isabella Rose Spiers is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the City Clerk for her report, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to make said report a part of the record of this public hearing, as follows:

The Clerk reported that the Notice of Hearing was sent to Dakohtah Hedgepeth and Isabella Rose Spiers, 307 Alexander Road, Long Beach, MS, 39560, and posted on the subject property 307 Alexander Road, Long Beach, MS, on July 24, 2025. Said notice was undelivered as of July 29, 2025.



ZONING ENFORCEMENT OFFICER P.O. Box 929 Long Beach, MS 39560 228-863-1554

91 7199 9991 7037 6360 0066

307 Alexander Road; Long Beach, MS 39560 Parcel Number: 0611M-01-049.000

As the City of Long Brach works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our city. As a part of ongoing efforts, Zoning Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the international Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the city requests that you take the following corrective actions:

Violation(s): Overgrown Property, IPMC 302.4 Weeds

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the next FOURTEEN (14) days to prevent further action as set out in the above not taken the above noted corrective actions within the 1d days provided, you are hereby given notice of and invited to attend a public hearing before the City of Long Beach Mayor and Board of Aldermen on 08/19/2025 at 5:00 PM, in the City Hall Meeting Room located at 201 Jeff Davis Avenue, on the violations set forth above. At this hearing, the Mayor and Board of Aldermen will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Long Beach to re-anter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 201 Jeff Davis Avenue, Long Beach, MS, at Least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board of Aldermen will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgement Rolls. Please contact our office at (228)863-1554, if you have questions regarding this letter. You must call (228)863-1554 if the corrective actions have been taken within the fourteen (14) day period. Then, upon inspection, if property is in compliance, no further action will be taken.

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July 29, 2025

Notice Left (No Authorized Recipient Available)

LONG BEACH, MS 39560 July 24, 2025, 1:31 pm

Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER July 23, 2025, 3:36 pm

Arrived at USPS Regional Facility

JACKSON MS DISTRIBUTION CENTER July 23, 2025, 10:10 am

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Text & Email Updates

V

➤ The Clerk submitted photographs of 307 Alexander Road, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on August 19, 2025, depicting subject property in its present condition; said photographs are as follows:



307 ALEXANDER KIND



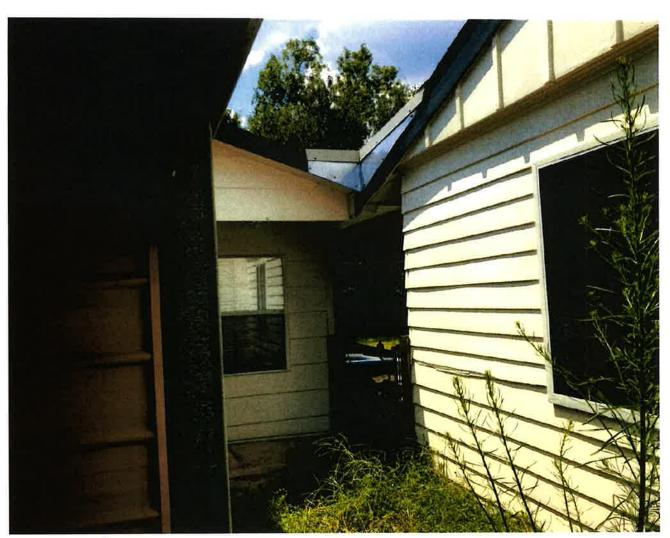
307 Alexander



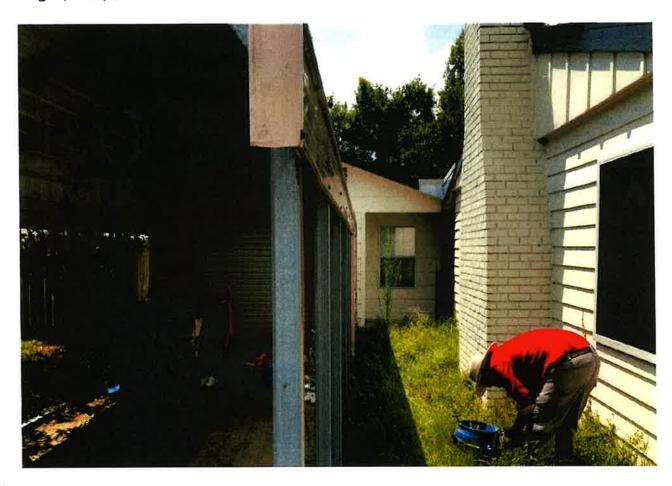
307 Alexander



M.B. 109 08.19.25 Reg/Public Hearing



307 Alexander



ATTIDAVIT

STATE OF MISSISSIPPI COUNTY OF HARRISON CITY OF LONG BEAUTH

BEFORE ME, the under signed legal authority authorized to administer onths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOCNER, known to me to be the Zening Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says or noth as follows, rewit:

- $\mathbf{1}_{i}$. That he is serving in the capacity of Zoning Enforcement Officer of the City of Leng Beach, Mississippi:
- That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the humans of the conting/code enforcement in and for the Lity of Long Beach:
- 3 That on July 21,2025, he did cause to be posted, Notice of Hearing, a copy of which is attended faceto, on property located of 307 Alexander Road (Tox Map Parcel Oblim-01-039 000), Long Beach, Mississippi, assessed to Dakothah Hedgepeth and Isahalla Spiers, and at the City Hall. 201 Jeff Davis Avenue, Long Beach, Mississippi, and that on August 19, 2025, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depitching said property in its their condition, to be submitted as exhibits at the public hearing scheduled for August 19, 2025.

This the 19th day of August, 2025.

Emma Ward

SWORN TO AND SLBSCRIBED before me on this the 19° day of August, 2025.

My Commission Funites

Mission Expires

MAILMANT PHOTOSPORT NOTICE

The Mayor asked for anyone in favor or opposition and no one came forward.

There being no further discussion, Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to close the public hearing and take official action as follows:

There came on fer con's deration at a mee, ing of the Mayer and Board of Aldermen of the City of Long Beach, MississIppi, feld on the 19th day of August, 2025, the following Resolution:

A RESOLUTION OF THE MAYOR AND BUARD OF ALDERMEN OF THE CITY OF LONG BEACH FINDING AND ADJUDICATION THAT THE BERREN DESCRIBED PARCELS OF LAND ARE IN SICH A SHATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach finds, determ and adjudicates, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Officer, that the pancels of land described below are in such a state of uncleanliness as to be a menuce to the public health, safety and welfare of the community, and

WHEREAS, said proper ies, as described herein, are lying and being within the City of Long Beach, First Judicial District, Harrison County, Mississippi, and

WHEREAS, the parce's investigated by the City of Long Beach Building Offic al & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of neleardiness as to be a menace to the public health, safety and welfare of the community are as follows: 307 Alexander Road, Long Beach, MississIppl (Map Parcel #0611M-01-049,000), assessed to Dakohtuli Hedgebeth and Isabella Spiers.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further find, determine and adjudicate that Public Works is authorized to clean the above referenced properties;

WHEREAS, the Mayor and Board of Aldermen further find, ceternine and adjuciente that the cost of the demolition and lot c canup shall not exceed the aggregate amount of \$20,000,00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mussissippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to nell the herein described land to satisfy said line as now provided by law for the sale of land for delinquent municipal taxes.

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

SECTION $\mathbf{1}_{0}$. That the matters, facts one things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above Ising and being within the City of Long Beach, First Judicial District of Harrison County, Mississipp.

assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicia: District of Hardson County, Mississippl, and dicreafter, the Tax Col color of the City, shall, upon order of the Mayor and Board of Aldennen, proceed to sell the land to satisfy said tion as new provided by law for the sale of lands delinquent municipal taxes.

Alderman Frazer made motion seconded by Alderman McCattrey to edop, 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 Alderman Patrick Bennett Alderman Jose Allen Alderman Joey Cluffria Alderman Timothy McCaifrey, Jr. Alderman Greg Bonds Alderman Pete McCooy

The question having received the Affirmative vote of all the Afdermen present and voting, the Mayor declared the motion certical and the resolution and order adopted and approved this the 19th day of August 2,325.

> APPROVED. Timethy I. Pierce Mayor

ATTEST Em na Ward, City Clerk

08.19.25 Reg/Public Hearing

The Second public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 310 Gates Avenue, Long Beach, MS, and assessed to Mary Zuber Schauers, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the City Clerk for her report, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to make said report a part of the record of this public hearing, as follows:

The Clerk reported that the Notice of Hearing was sent to Mary Zuber Schauer, P.O. Box 765, Long Beach, MS 39560 and posted on the subject property 310 Gates Avenue, Long Beach MS on July 25, 2025. Said notice was delivered August 14, 2025.



ZONING ENFORCEMENT OFFICER P.O. Box 929 Long Beach, MS 39560 228-863-1554

July 25, 2025

Schauer Mary Zuber P. O. Box 765 Long Beach, MS 39560 91 7199 9991 7037 6360 0035

Reference:

310 Gates Ave; Long Beach, MS 39560 Parcel Number 0611P-05-014,000

As the City of Long Beach works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our city. As a part of ongoing efforts, Zoning Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the city requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:		
STRUCTURES, IPMC 301.3	Maintain in a clean, safe, secure, and sanitary condition as not to cause a blighting problem		
WEEDS IPMC 302.4	Premises and property are free from weeds or plant growth in		
	excess of 12 inches.		
TRASH & DEBRIS 308.1	Remove/Haul off trash and debris		

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the 19ragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the City of Long Beach Mayor and Board of Aldermen 08/19/2025 at 5:00 PM, in the City Hall Meeting Room located at 201 Jeff Dayls Avenue, on the violations set forth above. At this hearing, the Mayor and Board of Aldermen will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Long Beach to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 201 Jeff Davis Avenue, Long Beach, MS, at Least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board of Aldermen will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgement Rolls. Please contact our office at (228)863-1554, if you have questions regarding this letter. You must call (228)863-1554 if the corrective actions have been taken within the fourteen (14) day period. Then, upon inspection, if property is found in compliance, no further action will be taken.

Respectfully yours,

Dale Stogner
Zoning Enforcement Officer

cc: Mayor: Tim Pierce Alderman: Joey Giuffria

000166

M.B. 109 08.19.25 Reg/Public Hearing

ALERT: TROPICAL STORM ERIN IN THE CARIBBEAN REGION AND A TROPICAL DISTURBANC...

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Delivered, Individual Picked Up at Post Office LONG BEACH, MS 39560 August 14, 2025, 4:45 pm

Reminder to pick up your item

LONG BEACH, MS 39560 August 5, 2025

Available for Pickup

LONG BEACH 200 KLONDYKE RD LONG BEACH MS 39560-9998 M-F 0630-1730; SAT 0630-1700 July 31, 2025, 8:20 am

Arrived at Post Office

LONG BEACH, MS 39560 July 31, 2025, 7:46 am

Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER

The Clerk submitted photographs of 310 Gates Avenue, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on August 19, 2025, depicting subject property in its present condition; however, said photographs shown were of 301 Gates Avenue instead of 310 Gates Avenue. Notice was placed on 301 Gates. At the recommendation of City Attorney Steve Simpson and property owner not being present, Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to table this property until property owner can be properly notified.

M.B. 109 08.19.25 Reg/Public Hearing

The third public hearing was called to order to determine whether or not several parcels of property situated in the City of Long Beach, located at 601, 603, 612, and 0 East 5th Street, Long Beach, MS, and assessed to Welch Family LTD Partnership No. 9, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the City Clerk for her report, whereupon Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to make said report a part of the record of this public hearing, as follows:

> The Clerk reported that the Notice of Hearing was sent to Welch Family LTD Partnership, 910M Street NW, Ste 1130, Washington, DC 20001, and posted on the subject property 601,603,612, and 0 East 5th Street, Long Beach, MS on July 21, 2025. Said notice was delivered on July 28, 2025.



ZONING ENFORCEMENT OFFICER
P.O. Box 929
Long Beach, MS 39560
228-863-1554

93 7399 9993 7037 6360 0059

Reference: 601 & 603 E Sth Street; Long Beach, MS 3956
Tax Parcel Numbers: 0612A 01-070,000 & 0612A-01-069,000
Reference: 612 E Beach Blvd; Long Beach, MS 39560
Tax Parcel Numbers: 0612A-01-064,000, 0612A-01-065,000, 0612A-01-066,000, & 0612A-01-067,000

Violation(s):	Corrective Actions Required:		
2024 IPMC Section 301.3 Vacant Land	Maintain in a clean, safe, secure, and sanitary condition as not to cause a blighting problem		
WEEDS IPMC 302.4	Premises and property free from weeds or plant growth in excess		
	of 12 inches. Noxious weeds shall be prohibited. Weeds shall be		
	defined as all grasses, annual plants and other vegetation.		
	Same Areas as addressed before.		

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING
TOWN have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to sublic hearing before the City of Long Beach Mayor and Board of Aldermen on 08/19/2025 at 5:00 PM. In the City Hall Meeting ated at 201 Jeff Days Avenue, on the violations set forth above. At this hearing, the Mayor and Board of Aldermen will be a sudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the communications will also authorize the City of Long Beach to re-enter the property for a period of one (1) year without any further her lice is posted on this property and at City Hall on the first floor, 201 Jeff Davis Avenue, Long Beach, MS, at Least seven (7) days priceing the property for resolution of the same type of violation. In addition, the Mayor and Board of Aldermen will be asked to auterisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property texes and/or the county Judgement Rolls. Please contact our office at (228)863-1554, if you have questions regarding this letter, You must call \$1.554 if the corrective actions have been taken within the fourteen (14) day period. Then, upon inspection, if property is for pollance, no further action will be taken.

Case Number: 000164

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WASHINGTON, DC 20001 July 28, 2025, 3:15 pm

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July 27, 2025

Arrived at USPS Regional Facility

WASHINGTON DC DISTRIBUTION CENTER July 26, 2025, 4:12 pm

Arrived at USPS Regional Facility

JACKSON MS DISTRIBUTION CENTER July 23, 2025, 10:01 am

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➤ The Clerk submitted photographs of 601,603,612, and 0 East 5th Street, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on August 19, 2025, depicting subject property in its present condition; said photographs are as follows:



WELCH PROPERTIE E 5th SPEET 06/2-01-064.000 - 06/24-01-069.000



WP E STO STREET

M.B. 109 08.19.25 Reg/Public Hearing





WELLEH PROPERTIES RESICH 6612A-01-064120 -- 0612A-OL-467,000

M.B. 109 08.19.25 Reg/Public Hearing



welch Properties Beach



weich Properties

M.B. 109 08.19.25 Reg/Public Hearing



Welch Properties

AFFIDAVIT

STATE OF MISSISSIPPI COUNTY OF HARRISON CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforeseid, on this day personally appeared DALE STOGNER, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, fourth

- $L_{\rm c}$. That he is cerving in the capacity of Zonung Enforcement Officer of the City of Long Beach, Mississippi,
- 2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleantness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those existin properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the soning/code enforcement in and for the City of Long Beach;
- 3. That on July 21,2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 307 Alexander Road (Tax Map Parcel 06/11M-01-049,000). Long Beach, Mississippi, assessed to Dakohtah Hedgepeth and Robella Spiers, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, and that on August 9, 2025, the Zuning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for August 19, 2026.

This the 19th day of August, 2025

Emma Ward EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 19th day of August, 2025.

OMMISSION EXPIRES NOTARY PUBLIC

My Commission Expires

M 5

D + 12/125

KINI GORSOULIN

Aug. 27,103

APPRIMARY PERSONAL PROPERTY NAME OF

The Mayor asked for anyone in favor or opposition and no one came forward.

There being no further discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing and take official action as follows:

There came on for consideration at a meeting of the Mayor and Board of Aldermon of the

City of Long Beach, Mississippi, held on the 19 h day of August, 2025, the following Resolution

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAYE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach finds, determines, and adjudicates, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Officer, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Long Heach, First Judicial District, Hairison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows: 307 Alexander Road, Long Beach, Mississippi (Map Parcel #0611M-01-049,000), assessed to Dakohtah Hedgepeth and Isabella Spiers.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further fine, de emine and adjudicate that Public Works is authorized to clean the above referenced properties;

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and for cleanup shall not exceed the aggregate amount of \$20,000,00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Indical District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldernen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above lying and being within the City of Long Beach, First Judicial District of Harrison County, Miss ssippi

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and Board of Aldermen, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes

Alderman Frazer made motion seconded by Alderman McCaffrey 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 Joey Giuffrla	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McGoey	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 the 19th day of August, 2025,

APPROVED:

Timothy I. Pierce, Mayor

Emma Ward, City Clerk

ATTEST:

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 August, 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 (arrived late to the meeting), 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.

No Public Comments were made at this time.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular and Executive Session Minutes of the Mayor and Board of Aldermen dated August 5, 2025, as submitted.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the Special Meeting and Executive Session Minutes of the Mayor and Board of Aldermen dated August 7, 2025, as submitted.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the Work Session Minutes of the Mayor and Board of Alderman dated August 12, 2025, as submitted.

Alderman Giuffria made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular Minutes of the Planning & Development Commission dated August 14, 2025, as submitted.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims 081925.

It came on for discussion Lease Negotiations with Long Beah Harbor Resorts, whereupon Mayor Pierce asked that this item be moved to end of the agenda.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to move this item after departmental business.

Alderman Bennett made motion seconded by Alderman McCaffrey and unanimously carried to approve Special Event Location change for Taste of Long Beach, from Long Beach Recreation Center to the Town Green.

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve the following Banner Request from Long Beach Chamber of Commerce for Taste of Long Beach to place banners at designated approved locations:



Dear Long Beach Board of Alderman,

On behalf of the Long Beach Chamber of Commerce Board of Directors, we would like to extend our sincere thanks for your continued support of the Long Beach Chamber.

As you know, our largest annual fundraiser, Taste of Long Beach, is right around the corner, taking place on Thursday, September 25th, 2025. This event plays a vital role in helping us raise funds that go directly back into our community through initiatives such as small business grants and high school scholarships.

To help us reach a wider audience and increase community awareness, we respectfully request permission to hang six (6) promotional banners around the city beginning on Monday, September 8th, 2025, with the understanding that all banners will be removed promptly on Friday, September 26th, 2025, the day following the event.

With this year's event being relocated to the Harper McCaughan Town Green, it is more important than ever that we spread the word early and effectively. Your support in helping us promote this beloved community event is greatly appreciated.

Thank you for your time and consideration. We look forward to continuing to work together to make Long Beach an even better place to live, work, and celebrate.

Best, Anna Claire Perronne, Director Long Beach Chamber of Commerce

Alderman McCaffrey made motion seconded by Alderman Allen and unanimously carried to approve the following Banner Request from First Baptist Church's Trunk or Treat to place banners at designated approved locations:



Dr. LaRue Stephens, Senior Pastor Rev. Matthew Gaddy, Worship Pastor Brenda Davis, Minister of Education

August 1, 2025

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

Dear Board,

We, First Baptist Church, Long Beach, would like to ask permission to put 4 banners around the city advertising our "Trunk or Treat" on October 26, 2025. We would want them out for October 9-27, 2025.

We requested the following locations:

- Railroad and Pineville intersection on the south side (on the sign you built we know to turn it in to the city hall.
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle low to the ground so not to interfere with traffic.
- At the corner of Beatline and Railroad

Please let us know if there is any problem with the placing the banners. Thank you so much for the opportunity to advertise our "Trunk or Treat" to the community.

Sincerely

LaRue Stephens

Pastor

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Events Application for Cruising Show and Shine submitted by Courtney Cuevas-Welch:

ENTERED AUG - 4 2025

Long	
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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office:	Time:	By: _	
Please complete this application in accords Policy, and return it to the Office of the Ma of the event.	ince with the City ayor at least 90 ca	of Long Beach Spe lendar days before	cial Events the first day
SUMMA	RY OF EVENT		
Event Title: Cruising Show	and Sh	ne	
Please give a brief description of the propose	d event:		
Car show before the		o get peopl	e
downtown			
Event Day Date (s): 10/6/8.5			
Set-Up Date & Time: 10 6 8:00 c	Arm Tear-Down	Date & Time: 10 1	0 4:00pm
Event Location: 🗗 Town Green 🗆 Downto	own 🗆 Other Pu	blic Park or Right of	ſ Way
Event Location Description:			
Sponsoring Organization's Legal Name: _ C			
Organization Agent: Cour trey	Cuevas-V	1elch	
Phone: Home:	Cell	r	During Event
Agent's Address: 201 Jeff Do	ins Ave	LB	
Agent's E-mail Address: CCUEVA 5	- welch @	ongbeach r	ns.gov
ANNUAL EVENT: Is this event expected to	occur next year?	(ES) NO	
II			

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: Spots along Jeff Davis and Brd Street (See picture)
VENDORS: Food Concessions? (YES) NO Other Vendors? YES
*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?
AMUSEMENT: Do you plan to have any amusement or carnival rides? YES
*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

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,

assit in reserved parking

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.

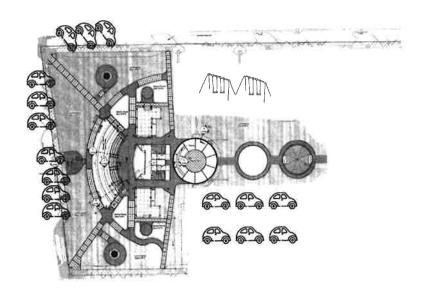
As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all other city requirements, ordinances, and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

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

Event Title: Cruising Show and Shine			
DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or			
concerns. Sign and return to the City Clerk's Office, as soon as possible.			
Approvals noted below, by departments, indicate they have been made aware of the request and			
the reasonability of their departments has been met.			
Police Dept: Recommended Approval: YES NO Est. Economic Impact: \$			
Fire Dept: Recommended Approval: (ES) NO Est. Economic Impact: \$			
Public Works: 34 Recommended Approval: 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:			

PARKS AND RECREATION DEPARTMENT APPLICATION FOR PERMIT
TOWN GREEN 238.669-7601
Group / Individual Name (Permit tee): City of Long Beach Telephone Number: Breet Address: 201 Jeff Davis Avenue City Long Beach State MS zip 39560
Type of Event: Car Show
Start Time: 9.00 am
Closing Time: 4:00 pm
it is agreed between the City of Long Beach and the permit fee that the named facility is reserved on (Date)
1. Agrees to personally accept responsibility for any damage done to the facility, grounds of equipment by persons in his/her group during the reserved period of time, and will hold the Cit of Long Beach harmless of any damage done to permit tee or permit tee's equipment. 2. Agrees to maintain order and control over persons in the group. 3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Park and Recreation Department as directed by the contents of the Town Green policy statement. 4. Understands that failure to comply with all the terms of the aforementioned policy as well as an violation of federal, state, or municipal law in conjunction with the use of this facility will resu in the cancellation of the privilege of using this facility and will jeopardize any future perm grants for this or any other facility. I hereby agree that I have read and understand the regulation and policies governing the use of the Long Beach Town Green, including the deck area an shoo-fly. Bate: 8/4/35
Rental Fee \$Receipt #Date
Deposit Fee \$Receipt #Date



Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve the following Special Event Application for Tricks! Treats! Trails! submitted by Courtney Cuevas-Welch:

ENTERED

AUG - 4 2025



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office:	Time:	By:
Please complete this application in accord Policy, and return it to the Office of the M of the event.	ance with the City of Lor ayor at least 90 calendar	ng Beach Special Events days before the first day
	ARY OF EVENT	
Event Title: Trick 3! Treats!	Trail!	
Please give a brief description of the propose	ed event:	
Spooky halloween trail	free for the	community.
Event Day Date (s): 10 24	Event Time (s):	5-7 pm
Set-Up Date & Time: 10 24 8 am	Tear-Down Date &	t Time: 10/24 9pm
Event Location: Town Green Downto	own Other Public Pa	rk or Right of Way
Event Location Description: Long		
Sponsoring Organization's Legal Name:		
Organization Agent: Courtney	Cuevas - Wel	ch
Phone: Home:	Cell:	During Event
Agent's Address: Ma 201 Jeff	- Davis Ave	LB, MS
Agent's E-mail Address: CCUEVAS	- Welch @lon	gbeachms.gov
ANNUAL EVENT: Is this event expected to	occur next year? YES	Ои
How many years has this event occurred?	2 years	

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 If yes, list the number of street spaces, city lots or locations where parking is requested: (NO) NO Other Vendors? VENDORS: Food Concessions? YES *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? NO If yes, are liquor license and liquor liability insurance attached? 1,000 ATTENDANCE: What is expected (estimated) attendance for this event? AMUSEMENT: Do you plan to have any amusement or carnival rides? *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? If yes, how many? _ GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the If yes, how many? YES NO 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

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

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

police dept - lights
public Works | parks > rec -> help set up day of

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.

911

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

Event Title: Tricks! Ireats! Irail!
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.
the reasonability of their departments has been met. Police Dept: Recommended Approval: YES NO Est. Economic Impact: \$ Fire Dept: Recommended Approval: YES NO Est. Economic Impact: \$
Fire Dept: Recommended Approval: YES NO Est. Economic Impact: \$
Public Works: Recommended Approval: NO Est. Economic Impact: \$ 0
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:

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 Frazer and unanimously carried to table the Request for Contribution for Carnival Association of Long Beach submitted by Jennifer Glenn until next meeting scheduled for September 2, 2025.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the Resolution for Harrison County Striping of West Railroad as follows:

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 19th day of August, 2025, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION SEEKING THE ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS IN THE STRIPING OF WEST RAILROAD STREET

WHEREAS, the City of Long Beach and the Board of Supervisors of Harrison County, Mississippi have heretofore entered into an Interlocal Agreement to allow and provide for the exchange of services and the provision of assistance between them on behalf of the citizens of Long Beach and Harrison County; and

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

WHEREAS, the City of Long Beach is without sufficient resources and proper equipment to stripe West Railroad Street, Long Beach, MS as such is necessary and desirable for municipal purposes; and

WHEREAS, the City of Long Beach hereby seeks the assistance of the Harrison County Board of Supervisors by requesting the Board of Supervisors assist the City of Long Beach in striping West Railroad Street per the attached Estimate provided by Harrison County Road Department "Exhibit A" for the benefit, protection, health and safety of all citizens of Harrison County.

WHEREAS, the City of Long Beach hereby affirms that they will reimburse the Harrison County Board of Supervisors for the real and final costs incurred in performing the striping work in general accordance with the estimated cost depicted in "Exhibit A".

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors be, and same hereby are requested to provide such assistance as may be available to the City of Long Beach and the citizens of Harrison County by assisting the City in the striping of West Railroad Street per the attached Estimate provided by Harrison County Road Department "Exhibit A".

BE IT FURTHER RESOLVED, by the Mayor and Board of Aldermen of the City of Long Beach that we express our appreciation to Supervisor Marlin Ladner and the entire Harrison County Board of Supervisors for any assistance it is able to provide in this request.

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. 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 McGoey	voted	Absent, not voting

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 19th day of August, 2025.

ATTROVED.

Timothy I. Pierce, Mayor

Emma Ward, City Clerk

Exhibit A

ESTIMATE FORM

DATE	7/22/25
DEPARTMENT	CITY OF LONG BEACH W RAILROAD STREET
LABOR	10 HRS BOBBY TOUCHSTONE @26.48 =\$264.80
	10 HRS ASHTON FILIBECK @23.76 = \$237.60
	26 HRS CURTIS KENTWORTHY @21.08 = \$548.08
	10 HRS TONY MCCARTY @21.95 = \$219.50
	10 HRS RICHARD FLOYD @21.04 = \$210.40
	26 HRS CAMERON ELZY @18.84 = \$489.84
	26 HRS RUSSELL TOMS @18.83 = \$489.58
	26 HRS KODY PYLES @19.44 = \$505.44
	TOTAL LABOR COST: \$2965.24
DESCRIPTION	STRIPING 2 MILES OF W RAILROAD STREET YELLOW CENTERLINE, WHITE EDGELINE, AND INSTALLING
	RADIUS AND STOP BARS ON ALL SIDE ROADS (17) STOP BARS.
MATERIAL	3 TONS OF YELLOW THERMO @1420 PER TON = \$4260
	4 TONS OF WHITE THERMO @1370 PER TON = \$5480
	1 TON TYPE 2 GLASS BEADS @1529.20 PER TON = \$1529.20
	TOTAL MATERIAL COST: \$11269.20
EQUIPMENT	4 HRS #30433 THERMO TRUCK @121 PER HR = \$484
	8 HRS #30327 PREMELTER @ 46.32 PER HR = \$370.56
	4 HRS #25787 PREMELTER TRUCK @ 33.03 = \$132.12
	26 HRS #27855 F-250 @22.64 PER HR = \$588.64
	26 HRS #25101 DODGE 1500 @ 14 PER HR= \$364.00
	10 HRS #31300 MINIMAC @ 12 PER HR = \$120
	10 HRS #11886 DODGE DAKOTA @11.75 PER = \$117.50
	26 HRS #31189 DODGE 5500 @19.87 PER HR= \$516.62
	TOTAL EQUIPMENT COST : \$2693.44
TOTAL COST	\$16927.88

ESTIMATE ONLY

SUBJECT TO CHANGE VARYING TIME MATERIAL USAGE

DATE 7/22/25

DEPARTMENT CITY OF LONG BEACH W RAILROAD STREET

LABOR 2 HRS BOBBY TOUCHSTONE @28.48 ~ \$52.96
2 HRS CURTIS KENTWORTHY @21.08 ~ \$42.16
2 HRS CURTIS KENTWORTHY @21.08 ~ \$42.16
2 HRS CURTIS KENTWORTHY @21.08 ~ \$42.16
2 HRS ROUSELL TOMS @ 18.83 ~ \$37.68
2 HRS ROOY PYLES @19.44 ~ \$37.66
2 HRS ROOY PYLES @19.44 ~ \$38.88
TOTAL LABOR COST: \$209.14

DESCRIPTION INSTALLING RAISED PAVEMENT MARKERS YELLOW ON W RAILROAD STREET (2.07 MILES)

MATERIAL 280 YELLOW/ YELLOW RAISED PAVMENT MARKERS @ 1.47 FA ~ \$411.60
4 BOXES OF BITUMEN @ 36.95 PER BOX ~\$147.80
TOTAL MATERIAL COST: \$559.40

2 HRS #17395 RPM CAR @ 8.00 PER HR~\$16.00
2 HRS #17395 RPM MACHINE @ 3.35 PER HR~\$6.70
2 HRS #2102 RPM MACHINE @ 3.35 PER HR~\$6.70
2 HRS #27854 FORD F-250 @ 22.64 PER HR~\$45.25
2 HRS #27854 FORD F-250 @ 22.64 PER HR~\$45.25
2 HRS #2785101 DODGE 1500 @ 14 PER HR~\$28.00
TOTAL EQUIPMENT COST: \$95.95

ESTIMATE ONLY

SUBJECT TO CHANGE VARYING TIME MATERIAL USAGE

It came on for discussion under the Mayor's office the installation of a flagpole at War Memorial Park. Alderman Bennett made motion seconded by Alderman Allen and unanimously carried approve purchasing said flagpole and have the students from Long Beach High School CTE install once received.

Based on the recommendation of Department Heads and certification by the Civil Service Commission, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve Police Department personnel changes as follows:

- ➤ New Hire: Police Officer 1st Class Collin Holt; PS-9-B; effective 08/16/25.
- ➤ Step Increase: Police Officer 1st Class Amin Whitmore; PS-9-I; eff. 09/01/25.
- ➤ Step Increase: Police Officer 1st Class Brandon Singletary; PS-9-I; eff. 09/01/25.

M.B. 109 08.19.25 Reg/Public Hearing

Based on the recommendation of Department Heads and certification by the Civil Service Commission, Alderman McCaffrey made motion seconded by Alderman Allen and unanimously carried to approve Fire Department personnel changes as follows:

- ➤ Education Pay: Firefighter Michael Paul; EMT; effective 09/01/25.
- ➤ Step Increase: Battalion Chief Brian Moore; FS-13-IX; effective 09/01/25.
- > Step Increase: Firefighter William Wright; FS-9-I; effective 09/01/25.
- Resignation: Driver/Operator Devin Berden; effective 08/11/25.
- ➤ Resignation: Firefighter Johnathan Potts; effective 08/15/25.
- ➤ Demotion: Lieutenant Kelly Whitman; removal of STO pay; effective 8/15/25.
- Probation Extension: Firefighter Tyler Slocum; 6-month extension; effective 08/15/25.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Budget Amendment Request from Library:

City of Long Beach Budget Amendment Request

Fund Name Department # Department Name	General Fund 409 Library		Date Budget Entry #	8/19/2025
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Building Maintenance 409-611000 Fund Balance	1,300		2,900 (2,900)	4,200
Amendment to add funds to			es.	
	A	mendment #10		



To: Mayor Pierce and Honorable Aldermen From: Denise Saucier, Library Director

Cc: Kini Gonsoulin, Finance Officer/Deputy City Clerk

Date: August 8, 2025

Dear Mayor Pierce and Aldermen,

The library is requesting a budget amendment under the library's Supplies category. I have done an end-of-year projection including estimated expenses for Supplies and determined that due to unexpected Building Maintenance costs, the Supplies category will be over budget. This is due to various maintenance issues that occurred this year plus two major expenses including parts and labor to replace an outside HVAC breaker, and the replacement of impact glass on the 3rd street entrance door and one window that was

Due to these unexpected expenses, the Building Maintenance account costs exceeded the \$1,300.00 yearly budget by \$6,722.87. All but \$2,900.00 of this total can be absorbed by unused budget amounts in the remaining accounts under Supplies, but not the entire amount. Therefore, the library is requesting a budget amendment in the amount of \$2,900.00 to make up the difference.

Thank you for your consideration.

Respectfully Yours,

Denise X Laucier

Denise L. Saucier, MLIS, MA, Director Long Beach Public Library 209 Jeff Davis Avenue Long Beach, MS 39560 (228) 863-0711 dsaucier@longbeach.lib.ms.us

It came on for discussion Hemp Ordinance, whereupon Police Chief Billy Seal reported that there is an Attorney General Opinion on the sale of drinks containing Hemp and/or THC derivative. Alderman McCaffrey made a motion seconded by Alderman Bennett and unanimously carried to direct City Attorney Steve Simpson to draft an ordinance prohibiting the sale of any product containing hemp/THC derivative at unlicensed businesses.

Based on the following recommendation of City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve contract for Parkwood – Briarwood Drainage Improvements with Jay Bearden Construction and authorize Mayor to execute same:

M.B. 109 08.19.25 Reg/Public Hearing



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

August 13, 2025

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

> Parkwood and Briarwood Area Drainage Improvements Park Row Drainage Improvements Magnolia-Dearman Drainage Improvements

Ladies and Gentlement

Please find enclosed the contract execution packages for the referenced drainage improvement projects, submitted by the respective Contractors and partially executed. These documents are ready for final review and execution by the City.

We note that in each case, the Contractor has not provided the installation floater insurance coverage required under the contract specifications for "horizontal" construction. Each of these Contractors report that they have each been unable to obtain the required installation floater policy, having never been required to provide this coverage before on previous projects, which we affirm is true for Long Beach projects due to its relatively recent addition to the Contract requirements. We have discussed the installation floater requirement and its application to these projects with Alderman Frazer, and we believe that the City is not gaining substantial additional protection or risk transfer by requiring the referenced policy. Given the nature of the work and the coverage already in place (including general liability and performance bonds), the absence of an installation floater does not appear to materially increase the City's exposure to loss.

Accordingly, we are forwarding these contract packages with a formal request for the City's review and concurrence with executing the contracts as submitted, understanding that the installation floater will not be provided for any of the referenced projects. Please advise if the City requires any further documentation, waivers, or formal risk acknowledgment in lieu of the missing insurance. If the City prefers to defer execution or revise the terms, we will coordinate accordingly.

David Ball, P.E.

DB:1318, 1319, 1321 **Attachments**

Biloxi | Long Beach | Pascagoula | Daphne
O:\1318 - LB Parkwood Drainage ARPA-MCWI\90 CONSTRUCTION\20250813 1318-1321 ARPA Drainage Projects -Page 1/1

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Long Beach, MS ("Owner") and Jay Bearden Construction, Inc ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Services required for the removal, furnishing, and installation of drainage culverts, catch basins, Junction boxes, conflict boxes, and pedestal boxes, including any related materials and all related work.

ARTICLE 2--THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: PARKWOOD AND BRIARWOOD AREA DRAINAGE IMPROVEMENTS (2025).

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Overstreet & Associates, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Overstreet & Associates, PLLC ("Engineer").

ARTICLE 4—CONTRACT TIMES

- 4.01 Time Is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially complete on or before the date established by the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 Contract Times: Days
 - A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Time commences to run.

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Page 1 of 6

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires
 after the time (as duly adjusted pursuant to the Contract) specified above for Substantial
 Completion, until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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Page 2 of 6

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid. The initial total Contract Price is:

Four Hundred Ninety-Four Thousand Six Hundred Twenty Eight Dollars and No/100

\$ 494,628.00

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Progress payments will be based upon the amount of work installed and acceptable to the Engineer.

6.02 Progress Payments; Retainage

A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.

6.03 Final Payment

A. Upon final completion and acceptance of the Work and receipt of all documents necessary to close out the project, the Owner shall pay the Contractor the remainder of the Contract Price for installed work and any held retainage in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).

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Page 3 of 6

- b. Payment bond (together with power of attorney).
- 3. General Conditions
- 4. Supplementary Conditions.
- All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (copy of list attached).
- 6. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: PARKWOOD AND BRIARWOOD AREA DRAINAGE IMPROVEMENTS (2025).
 - 8. Addenda (numbers N/A to N/A, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 15) (Not attached but incorporated by reference)
 - 10. The following which may be delivered or Issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - Contractor has examined and carefully studied the Contract Documents, Including Addenda.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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Page 4 of 6

- 5. Contractor has considered the Information known to Contractor Itself; Information commonly known to contractors doing business in the locality of the Site; Information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract
- Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. Contractor's entry into this Contract constitutes an Incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution:
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to
 influence the bidding process or the execution of the Contract to the detriment of Owner,
 (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive
 Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons
 or their property to influence their participation in the bidding process or affect the
 execution of the Contract.

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Page 5 of 6

IN WITNESS WHEREOF, Owner and Contractor have s	
This Agreement will be effective on	2025 (which is the Effective Date of the Contract).
Owner:	Contractor:
City of Long Beach	Jay Bearden Construction, Inc
(typed or printed name of organization)	(typed or printed name of organization)
By:	By: Per Leav Leave Land
(individual's signature)	(individual's signatural of AFORA)
Date; (date signed)	Date: /-d5-d5 dd SEAL 6
	Name: Let Bear was
Name: Timothy I. Pierce (typed or printed)	(typed or printed) MS CORP
Title: Mayor	Title: ()ice Precident
(typed or printed)	(typed or printed)
~ ^	(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: mwall mad	Attest: Tackson Boarder
(Individual's signature)	(individual's signature)
Title: City Clerk	Title: Treas 4rev
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
P.O. Box 929	DODOX 180478
Long Beach, MS 39560	Kichland, MS 39210
Designated Representative:	Designated Representative:
Name: Timothy I. Pierce	Name: Leth Vear de
(typed or printed)	(typped or printed)
Title: Mayor	Title: (typed or printed)
(typed or printed) Address:	Address:
Per above	662 Old Hwy 49 South
	Richland, MS 39218
	Memarie, 175 55 25
Phone: 228-863-1556	Phone: (001-939-4292
	11 11 0 11
Email: (If [Type of Entity] is a corporation, attach evidence of	1111163
authority to sign. If [Type of Entity] is a public body,	License No.: 09155-MC (where applicable)
attach evidence of authority to sign and resolution ar other documents authorizing execution of this	The section of the se
Agraement I	State: MS

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Page 6 of 6

PERFORMANCE BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

(Public Work

Bond No.: 108163034

KNOW ALL BY THESE PRESENTS, That we, Jay Bearden Construction, Inc, P O Box 180428, Richland, MS 39218, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto City of Long Beach, 201 Jeff Davis Ave, Long Beach, MS 39560, as Obligee, In the sum of Four hundred ninety-four thousand six hundred twenty-eight and no/100** Dollars (\$494,628.00**) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee dated Drainage Improvements (2025) ("Contract").

for Parkwood and Briarwood Area

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

- 1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or
- Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
- 3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After Investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.
- 4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

Performance Bond - Page 1 of 2

- 5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the sult shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.
- 6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.
- 8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this

day of

. 20

Jay Bearden Construction, Inc

Fravelers Casualty and Surety Company of Age

John G. Raines atterney-in-Fact

Performance Bond - Page 2 of 2

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 108163034

KNOW ALL BY THESE PRESENTS, That we, Jay Bearden Construction, Inc, P O Box 180428, Richland, MS 39218, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto City of Long Beach, 201 Jeff Davis Avenue, Long Beach, MS 39560, as Obligee, in the sum of Four hundred ninety-four thousand six hundred twenty-eight and no/100** U.S. Dollars (\$494,628.00**) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated , for Parkwood and Briarwood Area Drainage Improvements (2025) ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

- A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.
- 2. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.
- No suit or action shall be commenced hereunder by any Claimant:
 - a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and
 - b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

Payment Bond - Page 1 of 2

- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.
- 5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this

day of

, 20

Jay Bearden Construction, Inc

Travelers Casualty and Surety Company of America

John G. Raines Attorney-in-Fac

Payment Bond - Page 2 of 2



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint JOHN 6 RAINES of RIDGELAND

Mississippi , their true and lawful Altomay(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknow Vice President of each of the Companies, and that he, as such, being authorized so to do, executed purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2028



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Altomeys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her cartificate of authority may prescribe to sign with the Company's name and seel with the Company's seel bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Moe President, any Assistant Vice President, any Senior Vice President Vice President, Resident Assistant Secretaries or Attorneys or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and atteeting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facisfille is self-attention and binding upon the Company and any such power as executed and certified by such facisfille signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached. Please refer to the above-name

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		J. Gallagher Risk Management		ces,	LLC	PHONE IAIC No	Ext): 601-863	-3122	FAX (A/C, No)		
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A	Х	COMMERCIAL GENERAL LIABILITY	Υ		CPA4586413-40		3/25/2025	3/25/2026	EACH OCCURRENCE	\$ 1,000	,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (En occurrence)	s 500,0	00
						- 1			MED EXP (Any one person)	\$ 15,00	0
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ACORD 25 (2016/03)

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Based on the following recommendation of City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve contract for Park Row Drainage Improvements with Twin L. Construction and authorize Mayor to execute same:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Long Beach, MS ("Owner") and Twin L. Construction, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Services required for the removal, furnishing, and installation of drainage culverts, catch basins, junction boxes, conflict boxes, and pedestal boxes, including any related materials and all related work.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: PARK ROW AREA DRAINAGE IMPROVEMENTS (2025).

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Overstreet & Associates, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Overstreet & Associates, PLLC ("Engineer").

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, If any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially complete on or before the date established by the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 Contract Times: Days
 - A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Time commences to run.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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Page 1 of 6

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires
 after the time (as duly adjusted pursuant to the Contract) specified above for Substantial
 Completion, until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fall to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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Page 2 of 6

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid. The initial tota Contract Price is:

Six Hundred and Thirty-Eight Thousand Five Hundred and Eighty-Nine Dollars and 45/100 (\$638,589.45)

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

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Progress payments will be based upon the amount of work installed and acceptable to the Engineer.
- 6.02 Progress Payments; Retainage
 - A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.
- 6.03 Final Payment
 - A. Upon final completion and acceptance of the Work and receipt of all documents necessary to close out the project, the Owner shall pay the Contractor the remainder of the Contract Price for installed work and any held retainage in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 Consent of Surety
 - A. Owner will not make final payment, or return or release retainage unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 Contents
 - A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.

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Page 3 of 6

- 4. Supplementary Conditions.
- All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (per the Specifications Table of Contents).
- Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: PARK ROW AREA DRAINAGE IMPROVEMENTS (2025).
- 8. Addenda (numbers 1 to 1, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 17) (Not attached but incorporated by reference)
- 10. The following which may be delivered or Issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical

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Page 4 of 6

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

- Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution:
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to
 influence the bidding process or the execution of the Contract to the detriment of Owner,
 (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive
 Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Page 5 of 6

IN WITNESS WHEREOF, Owner and Contractor ha	A
This Agreement will be effective on	2025 (which is the Effective Date of the Contract).
Owner:	Contractor:
City of Long Beach	Jay Bearden Construction, Inc
By: (typed or grinted name of organization)	By:
Date: (date signed)	Date: 7-25-25 SEAL 8
Name: Tlmothy I. Pierce (typed or printed)	Name: (typed or printed) Name: (typed or printed)
Title: Mayor (typed or printed)	Title: Vice Precident
5 201	(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: (Individual's signature)	Attest: /aclicen/ Searcen (Individual's signature)
Title: City Clev K (typed or printed)	Title: /r-eq S 4+cv (typed or printed)
Address for giving notices:	Address for giving notices:
P.O. Box 929	POBOX 180428
Long Beach, MS 39560	Richland, MS 39218
Designated Representative:	Designated Representative:
Name: Timothy I. Pierce (typed or printed)	Name: Let Ver La (typed or printed)
Title: Mayor	Title: Vice Pres, Levt
(typed or printed) Address:	(typed or printed) Address:
Per above	662 Old Hwy 49 South
	Richland, MS 39218
Phone: 228-863-1556	Phone: 601-939-4292
Email:	Email: Keith @ ibc. ms
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or	License No.: 09155-MC (where applicable)
other documents authorizing execution of this	State: MS

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Page 6 of 6



MINUTES

A meeting of the Shareholders of Twin L Construction Inc. a Mississippi Corporation was held at 3:00 PM on December 17th, 2024, at the office of the corporation, 8292 Firetower Rd, Pass Christian MS 39571.

Present at the meeting were all officers/shareholders of the said corporation,

William Egan - President - Director

Richard Ladner - Vice President - Director

Sherelle Egan - Treasurer - Director

Kathy Ladner - Secretary

William Egan acted as chairman and Sherelle Egan acted as Secretary of the meeting stated the following business:

The Chairman stated that Katherine Ladner resigned from the position of Secretary and therefore it was necessary for the directors to appoint a replacement. The directors voted to appoint Sherelle Egan current Treasurer (Director) of the company to serve as Secretary/Treasurer (Director).

The Directors also voted to keep the remaining board of directors and confirm the authority to the President (William Egan) of the Corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation, such authority may be general or confined to specific instances.

After discussion it was determined it is in the best interest of said corporation to accept the motions made and resolutions were accepted.

There being no further business to come before the meeting the meeting was adjourned.

New Officers:

William Egan – President - Director

Richard Ladner - Vice President - Director

 $Shere lle\ Egan-Secretary/Treasurer-Director$

William Egan - President

Sherelle Egan - Secretary

PERFORMANCE BOND

Bond No. 999422469

Contract	or	Surety						
Name: T	win L Construction, Inc.	Name: The	Ohio Casualty Insurance Company					
Address ((principal place of business):	Address (principal place of business):						
829	2 Firetower Rd., Ste C1	175 Berke	ley Street					
Pass	s Christian, MS 39571	Boston, MA 02116						
Owner		Contract						
Name: C	City of Long Beach	Description (name and location):					
Malling a	ddress (principal place of business):	Park Row A	rea Drainage					
	Jeff Davis Avenue, (P.O. Box 929) g Beach, MS 39560	Improveme	nts (2025)					
		Contract Pric	e: \$638,589.45					
		Effective Dat	e of Contract:					
Bond								
Bond Am	ount:\$638,589.45							
		+1						
(Date of Bor Modificati None [Surety an	nd connot be earlier than Effective Date of Contractions to this Bond form: ☐ See Paragraph 16 Id Contractor, intending to be legally bo	ound hereby, subje	ct to the terms set forth in this ly executed by an authorized officer,					
Modificati None Surety an Performa agent, or	and connot be earlier than Effective Date of Contractions to this Bond form: See Paragraph 16 and Contractor, intending to be legally bonce Bond, do each cause this Performan representative.	ound hereby, subje nce Bond to be du	ct to the terms set forth in this ly executed by an authorized officer,					
(Date of Bor Modificati None D Surety an Performa agent, or	and connot be earlier than Effective Date of Contractions to this Bond form: See Paragraph 16 Id Contractor, intending to be legally being bei	ound hereby, subje nce Bond to be du Surety	ly executed by an authorized officer,					
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(Date of Bor Modificati None D Surety an Performa agent, or	and connot be earlier than Effective Date of Contractions to this Bond form: See Paragraph 16 and Contractor, intending to be legally before Bond, do each cause this Performate representative. For as Principal Twin L Construction, Inc. (Full formal name of Contractor) William Egan (Printed or typed) President	Surety Surety Full By: Name: Title: Attest:	ly executed by an authorized officer, the Ohio Casualty Insurance Company formal name of Surety) (corporate seal) (Signature)(Attach Power of Attorney) Garrett T. Turner (Printed or typed) Attorney-in-Fact (Signature)					

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Page 1 of 4

- The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4. Fallure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 In excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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Page 2 of 4

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. Ilquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby walves notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the sult will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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Page 3 of 4

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. Contractor Default—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. Owner Default—Fallure of the Owner, which has not been remedled or walved, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

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Page 4 of 4

PAYMENT BOND

Bond No. 999422469

Contractor		Surety					
Name: Twin	L Construction, Inc.	Name: The O	hio Casualty Insurance Company				
8292 Firet	cipal place of business): cower Rd., Ste Cl stian, MS 39571	Address (principal place of business): 175 Berkeley Street Boston, MA 02116					
Owner		Contract					
Name: City o	f Long Beach	Description (n	ame and location):				
Mailing addre	ess (principal place of business):	Park Row A	rea Drainage				
201 Jeff Da	ivis Avenue, (P.O. Box 929)	Improvemen					
	h, MS 39560	Contract Price	: \$638,589.45				
		Effective Date	of Contract:				
Bond							
Bond Amoun	t: \$638,589.45						
(Date of Bond car Modifications 1	nnot be earlier than Effective Date of Contract) to this Bond form:						
(Date of Bond car Modifications i None	nnot be earlier than Effective Date of Contract) to this Bond form: e Paragraph 18 ontractor, intending to be legally bou d, do each cause this Payment Bond	ind hereby, subje to be duly execu	ct to the terms set forth in this ted by an authorized officer, agent, o				
Modifications i None □ Security and Co	nnot be earlier than Effective Date of Contract) to this Bond form: e Paragraph 18 ontractor, intending to be legally bou d, do each cause this Payment Bond e.	ind hereby, subje to be duly execu Surety	ct to the terms set forth in this ted by an authorized officer, agent, o				
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(Date of Bond can Modifications i None Ser Surety and Co Payment Bon representativ Contractor as (Full By: Name: Title: Attest:	not be earlier than Effective Date of Contract) to this Bond form: e Paragraph 18 Ontractor, intending to be legally bou d, do each cause this Payment Bond e. Principal Twin L Construction, Inc. Il formal name of Contractor) (Signature) (Printed or typed) President	Surety The O (Full) By: Name: Title: Attest:	chio Casualty Insurance Company formal name of Surety) (corporate seal) (Signature)(Attach Power of Attarney) Garrett T. Turner (Printed or typed) Attorney-in-Pact				

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Page 1 of 4

- The Contractor and Surety, jointly and severally, blind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- If the Contractor promptly makes payment of all sums due to Claimants, and defends, Indemnifies, and holds harmless the Owner from claims, demands, Ilens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that
 is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under
 Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's fallure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety falls to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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Page 2 of 4

- 8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good falth by the Surety.
- Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action will be commenced by a Clalmant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are vold or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will
- 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- - 16.1. Claim—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant:
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. Contract Documents All the documents that comprise the agreement between the Owner and Contractor.

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Page 4 of 4



POWER OF ATTORNEY

Principal: Twin L. Construction.	. Inc.	
Agency Name: Surety Bond Bro	kers, LLC	Bond Number: 999422469
Obliges: City of Long Beach		
Bond Amount: (\$638,589.45) Six Hundred Thirty-eight Thousand Five Hundred Eighty-nine Dollars	And Forty-five Cents
Contract Amount (\$638,589.45	Six Hundred Thirty-eight Thousand Five Hundred Eighty-nine Dolla	ars And Forty-five Cents

OW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurence Company, a corporation duly organized under the lews of the State of New Hampshire (herein factively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Garrett T. Turner in the city and state of Bason Rouge, LA, th individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seel, acknowledge and deliver, for and on its behalf as surety and as its act and at, any and all undertakings, bonds, recognizanous and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the se

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Based on the following recommendation of City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve contract for Magnolia-Dearman Drainage Improvements with Twin L.

Construction and authorize Mayor to execute same:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Long Beach, MS** ("Owner") and **Twin L. Construction, Inc** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Services required for the removal, furnishing, and installation of a drainage culvert, and headwalls, including any related materials and all related work.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: MAGNOLIA - DEARMAN DRAINAGE IMPROVEMENTS (2025).

ARTICLE 3-ENGINEER

- 3.01 The Owner has retained Overstreet & Associates, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Overstreet & Associates, PLLC ("Engineer").

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially complete on or before the date established by the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 Contract Times: Days
 - A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date when the Contract Time commences to run

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Page 1 of 6

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires
 after the time (as duly adjusted pursuant to the Contract) specified above for Substantial
 Completion, until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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Page 2 of 6

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that Item) at the prices stated in Contractor's Bid. The initial total Contract Price is:

One Hundred Fifty-Five Eight Hundred and Seventy-One Dollars and Ten/100

\$<u>155,871.10</u>

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

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Progress payments will be based upon the amount of work installed and acceptable to the Engineer.
- 6.02 Progress Payments; Retainage
 - A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.
- 6.03 Final Payment
 - A. Upon final completion and acceptance of the Work and receipt of all documents necessary to close out the project, the Owner shall pay the Contractor the remainder of the Contract Price for installed work and any held retainage in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 Consent of Surety
 - A. Owner will not make final payment, or return or release retainage unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 Contents
 - A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).

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Page 3 of 6

- b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (copy of list attached).
- Drawings (not attached but incorporated by reference) consisting of 10 sheets with each sheet bearing the following general title: MAGNOLIA – DEARMAN DRAINAGE IMPROVEMENTS.
- 8. Addenda (numbers N/A to N/A, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 16) (Not attached but incorporated by reference)
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

- 8.01 Contractor's Representations
 - A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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Page 4 of 6

- 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution:
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to
 influence the bidding process or the execution of the Contract to the detriment of Owner,
 (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive
 Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons
 or their property to influence their participation in the bidding process or affect the
 execution of the Contract.

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Page 5 of 6

Manager and the second	, 2025 (which is the Effective Date of the Contract).				
Owner:	Contractor:				
City of Long Beach	Twin L. Construction, Inc				
(typed or printed name of organization)	(typed or printed name of organization)				
By: // / / / / / / / / / / / / / / / / /	By: (individual's standature)				
Date:	Date: 08/13/2025				
(date signed)	(date signed)				
Name: Timothy I. Pierce (typed or printed)	Name: William Egan (typed or printed)				
Title: Mayor	Title: President				
(typed or printed) Attest: (individual's signature)	(typed or printed) (If [Type of Entity] is a corporation, a partnership, or a Joint venture, attach evidence of authority to sign.) Attest: (Individual's signature)				
Title: City Clerk (typed or printed)	Title: Sherelle Egan - Secretary/Treasurer (typed or printed)				
Address for giving notices:	Address for giving notices:				
P.O. Box 929	8292 Firetower Rd. Ste C1				
Long Beach, MS 39560	Pass Christian, MS 39571				
Designated Representative:	Designated Representative:				
Name: Timothy I. Pierce	Name: Robbie Saucier				
(typed or printed)	(typed or printed)				
Title: Mayor	Title: Project Manager				
(typed or printed) Address:	(typed or printed) Address:				
Per above	8292 Firetower Rd				
16.00016	Pass Christian, MS 39571				
	Pass Cirristian, 14/3 35371				
Phone: 228-863-1556	Phone: 228-731-4710 Cell				
Email: mayor@longbeachms.gov	Email: twiniconst@gmail.com				
(If [Type of Entity] is a corporation, attach evidence of	License No.: 08365-MC				
authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or	(where applicable)				
other documents authorizing execution of this	State: MS				

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Page 6 of 6



MINUTES

A meeting of the Shareholders of Twin L Construction Inc. a Mississippi Corporation was held at 3:00 PM on December 17th, 2024, at the office of the corporation, 8292 Firetower Rd, Pass Christian MS 39571.

Present at the meeting were all officers/shareholders of the said corporation.

William Egan - President - Director

Richard Ladner - Vice President - Director

Sherelle Egan - Treasurer - Director

Kathy Ladner - Secretary

William Egan acted as chairman and Sherelle Egan acted as Secretary of the meeting stated the following business:

The Chairman stated that Katherine Ladner resigned from the position of Secretary and therefore it was necessary for the directors to appoint a replacement. The directors voted to appoint Sherelle Egan current Treasurer (Director) of the company to serve as Secretary/Treasurer (Director).

The Directors also voted to keep the remaining board of directors and confirm the authority to the President (William Egan) of the Corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation, such authority may be general or confined to specific instances.

After discussion it was determined it is in the best interest of said corporation to accept the motions made and resolutions were accepted.

There being no further business to come before the meeting the meeting was adjourned.

New Officers:

William Egan - President - Director

Richard Ladner - Vice President - Director

Sherelle Egan - Secretary/Treasurer - Director

William Egan - President

Sherelle Egan - Secretary

PERFORMANCE BOND

Bond No. 999422458

Name: Twin L Constru		Surety
	etion inc.	Name: The Ohio Casualty Insurance Company
Address (principal plac	e of business):	Address (principal place of business):
8292 Firetower Rd Pass Christian MS 39571	1	175 Berkeley Street Boston, MA 02116
Owner		Contract
Name: City of Long Be	each	Description (name and location):
Mailing address (prin	cipal place of business):	Magnolia - Dearman Drainage Improvements (2025)
201 Jeff Davis Avenue, (F Long Beach, MS 39560	P.O. Box 929)	
		Contract Price: \$155,871.10
		Effective Date of Contract:
Bond		
Bond Amount: \$155,8	71.10	
Date of Bond:		
Modifications to this B None □ See Paragr Surety and Contractor	aph 16	
Performance Bond, o	do each cause this Performance	d hereby, subject to the terms set forth in this Bond to be duly executed by an authorized officer,
Performance Bond, of agent, or representa Contractor as Princip	do each cause this Performance tive.	d hereby, subject to the terms set forth in this Bond to be duly executed by an authorized officer, Surety
Performance Bond, of agent, or represental Contractor as Princip	do each cause this Performance tive.	Bond to be duly executed by an authorized officer, Surety
Performance Bond, o agent, or representa Contractor as Princip Tv	do each cause this Performance tive. pal win L Construction Inc. hame of Contractor)	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By:
Performance Bond, of agent, or representa Contractor as Princip Tv (Full formal By:	do each cause this Performance tive. pal yin L Construction Inc. hame of Contractor) (Signature William Egan	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorney) Name: Garrett T. Turner
Performance Bond, of agent, or representa Contractor as Princip Ty (Full formal By: Name:	do each cause this Performance tive. pal yin L Construction Inc. hame of Control (tor) (Signature)	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signoture) (Attach Power of Attorney)
Performance Bond, of agent, or representa Contractor as Princip Tv (Full formal By: Name:	do each cause this Performance tive. al win L Construction Inc. hame of Controlition (Signature William Egan (Printed or typed)	Bond to be duly executed by an authorized officer, Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: [Standure](Attach Power of Attorney) Name: Garrett T. Turner (Printed or typed) Title: Attest: [Stalance] Attest:
Performance Bond, of agent, or representa Contractor as Princip Tv (Full formal	do each cause this Performance tive. Pal Will Construction Inc. hame of Contractor) (Signature William Egan (Printed or typed) President	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: (Signoture) (Attach Power of Attorney) Name: Garrett T. Turner (Printed or typed) Title: Attorney-in-Fact

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Page 1 of 4

- The Contractor and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice, if the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract
- 4. Fallure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Walve its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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Page 2 of 4

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. Ilquidated damages, or If no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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Page 3 of 4

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. Contractor Default—Fallure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

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Page 4 of 4

PAYMENT BOND

Bond No. 999422458 Contractor Surety Name: The Ohio Casualty Insurance Company Name: Twin L Construction Inc. Address (principal place of business): Address (principal place of business): 175 Berkeley Street Boston, MA 02116 8292 Firetower Rd Pass Christian MS 39571 Owner Contract Name: City of Long Beach Description (name and location): Mailing address (principal place of business): Magnolia - Dearman Drainage Improvements (2025) 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, MS 39560 Contract Price: \$155,871.10 **Effective Date of Contract:** Bond Amount: \$155,871.10 Date of Bond: (Date of Band cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☑ None ☐ See Paragraph 18 Surety and Contractor, Intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.
Contractor as Principal Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) Ву: (Signature) Name: William Egan Garrett T. Turner (Printed or typed) (Printed or typed) Title: Attorney-in-Fact Title: Klalami' Attest: Attest: (Signature) Name: Sherelle Egan Name: (Printed or typed) Title: Secretary/Treasurer Assistant Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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Page 1 of 4

- The Contractor and Surety, jointly and severally, blind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- If the Contractor promptly makes payment of all sums due to Claimants, and defends, Indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, ilens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, Indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or sult.
- 5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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Page 2 of 4

- The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
- 9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 11. The Surety hereby waives notice of any change, Including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor must be malled or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions
 - 16.1. Claim—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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Page 3 of 4

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. Claimant—An Individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. Construction Contract—The agreement between the Owner and Contractor Identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

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Page 4 of 4



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Agency Name: Surety Bond Brokers, LLC	Bond Number: 999422458
Obliger: City of Long Beach	
Bond Amount (\$155,871.10) One Hundred Fifty-five Thousand Eight Hundred Seve	enty-one Dollars And Ten Cents
Contract Amount (\$155,871.10) One Hundred Fifty-five Thousand Hight Hundred S	leventy-one Dollars And Ten Cents

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guan



Veres Estella

Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Cesualty in ing as follows:

nd and/or Power of Attorney call 610-832-8240 or email ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that

President may prescribe, shall appoint such attorneys—in-fact, as me

any and all undertakings, bonds, recognizances and other surety of

have full power to bind the Corporation by their signature and executions of the surety of the signature and executions.

tition – By unanimous consent of the Company's Board of Directors, the Company consents that fi secretary of the Company or feesimile or mechanically reproduced or electronic seal of the Com ad by the Company in connection with surety bonds, shall be valid and binding upon the Company

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Cesualty Insurance Company do hereby certify that this power of atto-force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and effixed the seele of said Company this



1 0					_	
ACORD"	ERTII	FICATE OF LIA	BILITY INS	URANC	E	DATE (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN	TIVELY O	OR NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED I	BY THE POLICIES
REPRESENTATIVE OR PRODUCER,					uri wanana	
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje- this certificate does not confer rights	t to the	terms and conditions of the	he policy, certain p	olicies may		
PRODUCER	to the ce	ittificate fibilities fill fied of ac	1"35217W73CW	Insurance A	gency	
Gartman Insurance Agency			PHONE (A/C, No, Ext): (228)		FAX (A/C, No):	(228) 872-3883
2317 Government Street			ADDRESS Processi	ng@gartman	insurance.net	
				SURER(S) AFFOR	IDING COVERAGE	NAIC #
Ocean Springs		MS 39564	INSURER A : B&W -	WESTERN W	ORLD INS CO	13196
INSURED			THE PERSON NAMED AND POST OF THE PERSON NAMED IN		ogressive Gulf Ins Co	42412
Twin L Construction Inc			MEDISTRUCTURE S	SCOTTSDAL	E INS CO	41297
8292 Firetower Rd				ie Ins Co		21857
D 01 3.41		110 20071	INSURER E :			
Pass Christlan	DTIELCAT	MS 39571	INSURER F :		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICII		TE NUMBER: URANCE LISTED BELOW HA	VE BEEN ISSUED TO			HE POLICY PERIOD
INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	REQUIREM PERTAIN	MENT, TERM OR CONDITION I, THE INSURANCE AFFORD	OF ANY CONTRACT DED BY THE POLICI	T OR OTHER ES DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO WHICH THIS
INSR TYPE OF INSURANCE	ADDL SUE		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	8
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Eu occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
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ANY AUTO					(Ea accident) BODILY INJURY (Per person)	\$
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HIRED NON-OWNED		001003333	00/10/2020	00/10/2020	PROPERTY DAMAGE	\$
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ACORD 25 (2016/03)

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Based on the following recommendation of City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve contract for Southern Quay with W.C. Fore Trucking, Inc. and authorize Mayor to execute same:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Long Beach, MS ("Owner") and ("Contractor"). W.C. Fore Trucking, Inc

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

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

1.01 Contractor shall complete all Work as specified or Indicated in the Contract Documents. The Work is generally described as follows: Repairs to existing sheet pile bulkhead, and construction of concrete caps and grade beams, concrete and asphalt pavement, and pile cap, and site work consisting of the installation of drainage, electrical conduit, concrete and asphalt pavement, sidewalk, curbing, and associated work. Additionally, there is an alternate for concrete pier construction including pre-stressed concrete piles, precast caps and precast slabs.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Long Beach Harbor – Southern Quay

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Overstreet & Associates, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Overstreet & Associates, PLLC ("Engineer").

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, If any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially complete on or before the date established by the Notice To Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 Contract Times: Days
 - A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Time commences to run.

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Page 1 of 6

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires
 after the time (as duly adjusted pursuant to the Contract) specified above for Substantial
 Completion, until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work In accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately Identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid, attached hereto.

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Page 2 of 6

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer. The initial total Contract Price Is:

Two Million Six Hundred Nînety-Two Four Hundred Ninety-Seven Dollars and Fifty/100

\$ 2,692,497.50

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Progress payments will be based upon the amount of work installed and acceptable to the Engineer.

6.02 Progress Payments; Retainage

A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.

6.03 Final Payment

A. Upon final completion and acceptance of the Work and receipt of all documents necessary to close out the project, the Owner shall pay the Contractor the remainder of the Contract Price for installed work and any held retainage in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).

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Page 3 of 6

- 3. General Conditions.
- 4. Supplementary Conditions.
- General & Technical Specifications as listed in the table of contents of the project manual (copy of list attached).
- Drawings (not attached but incorporated by reference) consisting of 21 sheets with each sheet bearing the following general title: Long Beach Harbor – Southern Quay.
- 8. Addenda (numbers 1 to 3, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 23) (Not attached but incorporated by reference)
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to Induce Owner to enter into this Contract, Contractor makes the following representations:
 - Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Contractor has considered the information known to Contractor itself; Information commonly known to contractors doing business in the locality of the Site; Information and observations obtained from visits to the Site; the Contract Documents; and the Technical

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Page 4 of 6

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

- Based on the Information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents,
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. Contractor's entry Into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that It has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to
 influence the bidding process or the execution of the Contract to the detriment of Owner,
 (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive
 Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Page 5 of 6

Owner:	Contractor:
City of Long Beach	W.C. Fore Trucking, Inc.
(typed or printed name of oragnization)	(typedyor printed name of organization)
By: (individual's signature)	By: Kenny Andrew ACC
Date:	Date:
(date signed)	(date signed)
Name: Timothy I. Pierce	Name: Penov Andrews fore
(typed or printed)	(typed or printed)
Title: Mayor	Title: Vice Piesident
(typed or printed)	(typed or printed) (If [Type of Entity] is a corporation, a partnership, or a
	joint venture, attach evidence of authority to sign.)
Attest: Community and	Attest:) Also Also
(individual's signature)	(individual's signature)
Title: City Clerk	Title: CCCCOM
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
P.O. Box 929	14270 Creosote Rd.
Long Beach, MS 39560	Gulfport, MS 39503
Designated Representative:	Designated Representative:
Name: Timothy I. Pierce	Name:
(typed or printed)	(typed or printed)
Title: Mayor	Title:
(typed or printed)	(typed or printed)
Address:	Address:
Per above	
Name 220 8CC 48FC	
Phone: 228-863-1556	Phone:
	Email:
	emair;
If [Type of Entity] is a corporation, attach evidence of	License No.: 06042-MC
Email: If [Type of Entity] is a corporation, attach evidence of puthority to sign. If [Type of Entity] is a public body, and the evidence of outhority to sign and resolution or eatther documents authorizing execution of this	

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Page 6 of 6



Insurance | Risk Management | Consulting

July 15, 2025

VIA Customer Pick-Up W. C. Fore Trucking, Inc. 14270 Creosote Road Gulfport, MS 39503

RE: Material Purchase Certificate (MPC) Bond

Dear Sirs,

If you are applying for a Material Purchase Certificate (MPC) Number and are submitting an MPC application, you will find an additional bond with a **MissIssIppi Sales Tax Rider** attached. The rider will need to be signed by the Principal under the Corporate Name.

Please check your bond and rider to see if they have been dated. If the contract date is unknown, we will leave the dates blank on all the forms. Once the contract date is known, please see the below instructions:

DATING THE BONDS, RIDER AND POWER OF ATTORNEY

- The bond date or signed/sealed date should be a date that either matches the contract date or is after the contract date.

 There may be a separate place on the bond forms for a contract date. Please make sure you
- enter the contract date on the bond forms and rider.
 The Sales Tax Rider must be dated BEFORE the start date that you put on the MPC application for the State
- The power of attorney (POA) form must be dated as well. Please use the same date as the sign and seal date on the bond forms and rider.

Once completed, you will submit these forms with the attached Performance and/or Payment Bond to the Mississippi Department of Review Tax Commission.

If you should have any questions about this form, please do not hesitate to call.

Sincerely,

(YVA) Lisa/Butler

Surety Client Service Manager

(70.40.90									
MISSISSIPPIDEPARTN	MENTOFREVENUE Sales Tax Account ID:								
P.O. BOX 1033 JACK	(SON, MS 39215								
RIDER SALES, USE, INCOME, FF									
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND									
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,								
STATE OF MISSISSIPPI	BOND NUMBER016238895								
This Rider is attached to and becomes a part of a certain performance at W. C. Fore Trucking, Inc., 14270 Creosote Road, Gulfport, I	VIS 39503 as Principal,								
Name Address in favor of City of Long Beach, P.O. Box 929, Long Beach, MS	City State Zip								
in favor of City of Long Beach, P.O. Box 929, Long Beach, MS Name Address	Gity State Zip as Obligee,								
And covering a contract dated	for the construction of								
Long Beach Harbor - Southern Quay									
(Name Project and De	isonbe)								
WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as an bond guaranteeing payment of all taxes damages, interest and penalt Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq. 313 et seq., and amendments thereto, on account of entering into said or NOW, THEREFORE, in addition to the obligations set forth in the attact the Rider that the Contractor shall promptly make payment when due during that time to the State of Mississippi under Miss. Code Ann. § 27-27-13-1 et seq., and § 27-55-313 et seq., a	ies which may accrue to the State of Mississippi under Miss. q., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-ontract. hed bond, there is hereby imposed the additional obligation by all taxes, damages, interest and penalties which may accrue 65-1 et seq., and § 27-7-1 et seq., and §								
aforesaid contract. NOTWITHSTANDING the tax information and return confidentiality provi 67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 2 authorizes the Department of Revenue to release to Surety any infor Department of Revenue which is covered by this bond.	7-55-301 et seq., and amendments thereto, Principal hereby								
SIGNED, SEALED AND DELIVERED, thisday of	2025								
Filed and Approved, thisday of	W. C. Fore Trucking, Inc.								
	ICIPAL: Tenny Andrews Atro								
Counterstaned by	Liberty Mutual Insurance Company								
Lisa R/Butler, O. () , Alpanoy in Fact	ETY:								
Cypa K. Bullan Licensed Missiessippi Agent	175 Berkeley Street, Boston, MA 02116								
Lisa R. Butler (228) 863-5362									
Type or Print Name of Agent Telephone Number									



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohlo Casualty Insurance Company
West American Insurance Company Certificate No: 8213423-016030

rification inquiries, libertymutual.com

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casually Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mulual Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberty B. Bartnum; Joseph B. Beatte; Christopher H. Boons; Lisa R. Buffer; Debbie Dunaway; David Fortenberry; Dewey B. Mason; Patrick T. Mason; Marry J. Norvat, Kathleen B. Scarborough; Susan Skrmette; Sharon Tuten; Troy P. Wagener

all of the city of Gulfport state of MS each individually if there be more than one named, its true and lawful altomey-in-fact to make, execute, seal, acknowledge and deliver, for and on its bahalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shall be as binding upon the Companies as it they have been duty signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have be this 21st day of March 2025

1912





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA

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Not valid for

On this 21st day of March , 2025 before me personally appeared Nathan J. Zangerie, who acknowledged himself to be the Assistant Secretary of Liberty Mutual insurance Company, The Ohio Casually Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purpose therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year flist above written.



Commanwealth of Pennsylvania - Notary Seal Teasas Pastella, Notary Public Mandgomery County My Commission explores March 28, 2020 Concession number 112004 Membar, Pannsylvania Association of Mistelles

By: Teresa Pastella
Teresa Pastella

Power of Altorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty insurance Company, Liberty Mutual President may preacribe, shall appoint such attempsy-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attached to by the Sacralary. Any power or authority granted to any representative or authority or instruments shall be as binding as if signed by the President and attested to by the Sacralary. Any power or authority granted to any representative or authority.

ARTICLE XIII – Execution of Contractas: Section 5. Surely Bonds and Undertakings.

ARTICLE XIII. – Execution of Contractal: Section 5, Surely Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seat, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set torth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation — The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zengerle, Assistant Secretary to appoint such attorneys-In-fact as may be necessary to act on behalf of the Company to make, execute, see, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facslimite or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of altorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I. Renee C. Llawellyn, the undersigned, Assistant Secretary, The Ohlo Casualty Insurance Company, Liberty Mulual Insurance Company, and West American Insurance Company do hereby certify that the original power of altomey of which the foregoing is a full, true and correct copy of the Power of Altomey executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this







Renee C. Liewellyn, Assistant Secretary

LMS-12873 LMIC CICIC WAIC Multi Co 02/24

BOND # 016238895

PERFORMANCE BOND

Contractor	Surety
Name: W. C. Fore Trucking, Inc.	Name: Liberty Mutual Insurance Company
Address (principal place of business): 14270 Creosote Road Gulfport, MS 39503	Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner	Contract
Name: City of Long Beach, MS	Description (name and location):
Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	Long Beach Harbor - Southern Quay
	Contract Price: \$2,692,497.50
	Effective Date of Contract:
Bond	
Bond Amount: \$2,692,497.50	
Date of Bond:	
(Date of Bond cannot be earlier than Effective Date of Contract)	
Modifications to this Bond form: ☑ None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound	
Modifications to this Bond form: ☑ None ☐ See Paragraph 16	
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance B	
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance Bagent, or representative.	lond to be duly executed by an authorized officer,
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance Bagent, or representative. Contractor as Principal	Surety
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance Bagent, or representative. Contractor as Principal W. C. Fore Trucking, Inc. Contractor Contractor	Surety Liberty Mutual Insurance Company (Full formal name of strety) (Conjugate seal) By:
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance Bagent, or representative. Contractor as Principal W. C. Fore Trucking, Inc. Contractor Contractor	Surety Liberty Mutual Insurance Company (Full formal name of strety) (Largo(ate seal) By: (Signature)(Attach Power of Attorney) Name: Lisa R. Butler
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance Bagent, or representative. Contractor as Principal W. C. Fore Trucking, Inc. If lill formal name of Contractor) By: Signature Signature Name: Fenny Archive (OS Fore (Printed or typed)	Surety Liberty Mutual Insurance Company (Full formal name of strety) (Longolate seal) By: (Signature)(Attach Power of Attorney) Name: (Printed or typed)
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance Bagent, or representative. Contractor as Principal W. C. Fore Trucking, Inc. (full formal name of Contractor) By: Contractor Contractor	Surety Liberty Mutual Insurance Company (Full formal name of Strety)/Logo(ate seal) By: (Signature)(Attach Power of Attorney) Name: Visa R. Butler (Printed or typed) Title: Attest: (Signature) Name: Debbie Dunaway
Modifications to this Bond form: None □ See Paragraph 16 Surety and Contractor, Intending to be legally bound Performance Bond, do each cause this Performance Bagent, or representative. Contractor as Principal W. C. Fore Trucking, Inc. (full formal name of Contractor) By: Contractor Contractor	Surety Liberty Mutual Insurance Company (Full formal name of Strety) (Coppolate seal) By: (Signature)(Attach Power of Attorney) Name: Lisa R. Butler (Printed or typed) Title: Attorney-in-Fact Attest:

EJCDC® C-610, Performance Bond.

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Page 1 of 4

- The Contractor and Surety, Jointly and severally, blind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract
- 4. Fallure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a fallure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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Page 2 of 4

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. Ilquidated damages, or if no Ilquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount
 of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby walves notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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Page 3 of 4

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. Construction Contract—The agreement between the Owner and Contractor Identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. Contractor Default—Failure of the Contractor, which has not been remedied or walved, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. Owner Default—Fallure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5, Contract Documents All the documents that comprise the agreement between the Owner and Contractor.

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BOND # 016238895

PAYMENT BOND

Contractor	Surety
Name: W. C. Fore Trucking, Inc.	Name: Liberty Mutual Insurance Company
Address (principal place of business):	Address (principal place of business):
14270 Creosote Road	175 Berkeley Street
Gulfport, MS 39503	Boston, MA 02116
Owner	Contract
Name: City of Long Beach, MS	Description (name and location):
Malling address (principal place of business):	Long Beach Harbor - Southern Quay
P.O. Box 929	
Long Beach, MS 39560	
	Contract Price: \$2,692,497.50
	Effective Date of Contract:
Bond	
Bond Amount: \$2,692,497.50	
Date of Bond:	
(Date of Bond connot be earlier than Effective Date of Contract)	
Modifications to this Bond form:	
★ None □ See Paragraph 18	
Surety and Contractor, intending to be legally both	und hereby, subject to the terms set forth in this
representative.	to be duly executed by an authorized officer, agent, or
Contractor as Principal	Surety
W. C. Fore Trucking, Inc.	Liberty Mutual Insurance Company
(Full formal name of Contractor)	(Full formbificance of Sifrety) (Corporate seal)
By: Com Andrew Fore	By: Sym & Killer
(Signature)	(Signature)(Attach Power of Attorney)
Name: PENNY Andrews Fore	Name: Lisa R. Butler
(Printed or typed)	(Printed or typed)
Title: VICE PRESIDENT	Title: Attorney-in-Fact
A	() and () and
Attest: (Signature)	Attest: Clube Clubble Clubble
Name:	_ ACMINISTRATION CO.
(Printed or typed)	Name: Debbie Dunaway (Printed or typed)
Title:	Title: Witness
	rioc. YYIU103a
Notes: (1) Provide supplemental execution by any additional :	parties, such as joint venturers. (2) Any singular reference to

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Page 1 of 4

- 1. The Contractor and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifiles, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or sults to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or sult.
- 5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - Clalmants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's fallure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety falls to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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Page 2 of 4

- 8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
- Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be flable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 11. The Surety hereby walves notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No sult or action will be commenced by a Claimant under this Bond other than in a court of competent Jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the Intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions
 - 16.1. Claim—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant:
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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Page 9 of 4

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. Clalmant—An Individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. Construction Contract—The agreement between the Owner and Contractor Identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. Owner Default—Fallure of the Owner, which has not been remedied or walved, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

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Page 4 of 4



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohlo Casually Insurance Company West American Insurance Company

Certificate No: 8213423-018030

(POA) verification inquiries, HOSUR@libertymutual.com

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Kimberty B. Barthum; Joseph R. Beatting; Christopher H. Boone; Lisa R. Butter, Debbie Dunaway; David Fortenberry; Dewey B. Masson; Patrick T. Mason; Mary J. Norval; Kathleen B. Scarborough; Susan Skrmette; Sharon Tuten; Troy P. Wagener</u>

ell of the city of Gulfport state of MS each individually if there be more than one named, its true and lawful attempty-in-fact to me execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and fixed, any and all undertakings, bonds, recognizances and other surely obligations, in pursua of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own propagations.

IN WITNESS WHEREOF, this Power of Attorney has been thereto this 21st day of March , 2025

1912

Math 1 L

Nathan J. Zangerlo, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

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Not valid f

On this 21st day of March . 2025 before me personally appeared Nathan J. Zargerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casuality Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purporties contained by signing on behalf of the corporations by himself as a duly authorized officer.



This Power of Attorney is made and executed pursuant to and by authority of the following By-laver and Authorizations of The Ohio Casualty Insurance Company, Libe Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: for n

Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual and Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President may prescribe, shall appoint such insurances and other surety obligations. Such attorneys-in-fact, subject to the Imitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed on any representative or alterney, shall have full power to bind the Corporation by the President and attested to by the Secretary. Any power or authority granted to any representative or alterney-in-fact under the provisions of this article may be revoked at any time by the Doard, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surely Bonds and Undertakings.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such altomeys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seel, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such alteriorasy-in-fact subject to in the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seel of the Company. When so executed such instruments shall be as binding as if signed by the president and altosted by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerie, Assistant Secretary to allomeys-in-fact es may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognitions are the company to make and the company to make a secretary to the company to t other surely obfigetions.

Authorization — By unanimous consent of the Company's Board of Directors, the Company consents that facstmille or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of altorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

1, Renee C. Liewellyn, the undersigned, Assistant Secretary, The Ohlo Casualty Insurance Company, Liberty Mutual Insurance Company, and West American insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and affect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Com-







Rent cluly



Insurance | Risk Management | Consulting

July 15, 2025

ViA Customer Pick-Up W. C. Fore Trucking, Inc. 14270 Creosote Road Gulfport, MS 39503

RE:

Surety Bond Description: Long Beach Harbor - Southern Quay Surety Name: Liberty Mutual Insurance Company Bond Number: 016238895

Dear .

Thank you for placing your bond needs with Arthur J Gallagher Risk Management Services, LLC. Enclosed please find 1 originals(s) of the bond that we executed per your request. Once you have reviewed the bond for any discrepancies, you will need to have the bond signed, if applicable, witnessed and sealed before filing with the Obligee

DATING THE PERFORMANCE AND/OR PAYMENT BOND

Please check your bond to see if it has been dated. If the contract date is unknown, we will leave the dates blank on the bond and the power-of-attorney form. Once the contract date is known, follow the below instructions for properly dating your bond and power of attorney:

- The bond date or signed/sealed date should be a date that either matches the contract date or is after the contract date.
- There may be a separate place on the bond forms for a contract date. Please make sure you enter the contract date on the bond forms.
- The power of attorney (POA) form must be dated as well. Please use the same date as the sign and seal date on the bond forms.

Please note that this bond may be subjected to a premium audit based on final contract price at project completion. The Surety may charge additional premium for contract increases, extended durations and additional warranty periods.

We thank you for placing your bond business with us and look forward to working with you this year. If you have any questions, please feel free to contact me.

Sincerely, Lin

Lisa Butler

Suréty Client Service Manager

Enclosures

A	C	ORD		С	ER	TIF	FICATE OF LIA	BILI	TY INS	URANC	E		1/2025
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	DUC		Dis	k Management	Son	daaa	шс	CONTA	CT Liz Willian				
		t 4th floor	NIS	k Management	361	vices	, LLC	(A/C, N	D. EATH: 228-86	3-5362	(A/C, No):	228-863	-1957
Gu	Ilfpo	rt MS 39501						ADDRE	SS: IIZ_Willian	ns r@ajg.com			
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INGI	JRED				-	_	WCFORET-03				Company of WA, D.C.		21784
		Fore Trucking	, In	c.			THO OTE I DO				nsurance Company	-	10335
		Creosote Ro	ad					1	-	iters at Lloyd			15792
GL	шро	rt MS 39503									Specialty Ins Co	-	12833 41718
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											MED EXP (Any one person)	\$ 5,000	
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_		OTHER:										5	
Α	AUT	TOMOBILE LIABILIT	Y		Y	٧,	CNA4273535		7/1/2025	7/1/2026	(Ea accident)	\$ 1,000,0	00
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77.	x	EXCESS LIAB	- 1	- Chadore			ELD30000716607		7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,0	
	-23			CLAIMS-MADE							AGGREGATE	\$ 1,000,0	00
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	AND	EMPLOYERS' LIAE PROPRIETOR/PART	NED.	EVECUTOR .			100 00220	//1/2025	77112020				
	OFFI	CER/MEMBEREXCI	LUDE	ED?	N/A						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes	s, describe under CRIPTION OF OPE	DATI	CNP holour							E.L. DISEASE - EA EMPLOYEE		
C A	Umb	rella	Juli	C. L. DBUW			SCT1115025		7/1/2025	7/1/2026	\$1,000,000	s 1,000 _{.0}	uu
A	Insta	allation Floater					CNA4273535		7/1/2025	7/1/2026	\$350,000		
Exc Pro	eeminws I lude ject:	neral Liability ar ent. The Work Form. d Owner/Office Southern Quay	nd A Cor r: C / - L nted	Auto Liability provide np policy provide otton Fore ong Beach Harb	ride A s Wa	iver o	101, Additional Remarks Scheduli inal Insured And Waiver of of Subrogation to the Certifi the Certifi iver of Subrogation as requ	Subrogicate Hi	gation to the (older as requi	Sertificate Ho red by writter	ider as required by writter o contract or agreement. T	n contract	or ella Policy
		Andercor	hΑ					ACC	EXPIRATION ORDANCE WIT	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
		Suite 300 Gulfport I		39501				AUTHOR	REPRESEN	ITATIVE			

ACORD 25 (2016/03)

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ACORD	CER.	ΓIF	ICATE OF LIAI	211 I	TY INSI	IRANC	e [DATE	(MM/DD/YYYY)
THIS CERTIFICATE IS ISSU CERTIFICATE DOES NOT / BELOW. THIS CERTIFICA REPRESENTATIVE OR PRO	ED AS A MATI	ER (OR NCE	OF INFORMATION ONLY NEGATIVELY AMEND, DOES NOT CONSTITUT	AND	CONFERS NO OR ALT	O RIGHTS (JPON THE CERTIFICA VERAGE AFFORDED	TE HO	E POLICIES
IMPORTANT: If the certification is WAIVE this certificate does not con	D, subject to th	e ter	ms and conditions of th	e poli	y, certain p	olicies may i			
PRODUCER	tor rights to the	2010	neate notes in hea or ac		CT Liz Willian				
Arthur J. Gallagher Risk Mar	nagement Serv	ices,	LLC	PHONE (AC, No. Ext): 2255636139 FAX (AC, No.): 228-863-1957					33-1957
13th St 4th floor Gulfport MS 39501				E-MAIL ADDRE	ss liz_williar	ns1@ajg.com		- Arrameter cont	
,				INSURER(S) AFFORDING COVERAGE					NAIG#
			License# PC-1092395	INSUR	RA America	n Longshore	Mutual Association LTD		
Coastal Trucking, Inc.			COASTRU-01	INSURI	350				
14278 Creosote Road				INSURI					
Gulíport MS 39505				INSURI		-		-	
				INSURI					
COVERAGES	CERTIFIC	ATE	NUMBER: 1252155881	intouri	0.1.1		REVISION NUMBER:		
THIS IS TO CERTIFY THAT TH INDICATED. NOTWITHSTANDI CERTIFICATE MAY BE ISSUED EXCLUSIONS AND CONDITION	NG ANY REQUIF OOR MAY PERT S OF SUCH POLK	EMEN AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESP	ECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIN	IITS	
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AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXEC	UTIVE Y/N						E.L. EACH ACCIDENT	\$ 1,00	
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If yes, describe under DESCRIPTION OF OPERATIONS b	elow						E.L. DISEASE - POLICY LIMI	T \$1,00	0.000
DESCRIPTION OF OPERATIONS / LOCA	TIONS / VEHICLES /	CORD	101. Additional Remarks Schools	le, may l	e atlached if mo	re space is repulr	ed)		
USL&H only Coverage	HONS VEHICLES ((6), Apprilonal Manianas occision	10, may .	a anachad ii ind	o opaco io roqui			
Officer Excluded: Cotton Fore									
Additional Named Insured: W.	C. Fare Trucking								
Certificate Holder is granted Wa	iver of Subrogal	ion as	s required by written contra	ect or a	greement				
Projects: Southern Quay - Long	Beach Harbor								
CERTIFICATE HOLDER		_		CAN	CELLATION			_	
Andercarp	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
1404 24th Avenue #300 Gulfport MS 39501					AUTHORIZED REPRESENTATIVE				
					@ 1	988-2015 AC	ORD CORPORATION	. All ric	hts reserved.

ACORD 25 (2016/03)

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WILLI3 ACORD, EVIDENCE OF PERSONAL PROPERTY INSURANCE 07/31/2025 THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. COMPANY Firemens Insurance Company of WA, D.C. P.O. Box 61038 Richmond, VA 23261 PHONE (AC, No. Eat) (228) 863-5362 FAX (AC, No.) (228) 863-1957 E-MAIL ADDRESS. AGENCY Arthur J. Gallagher Risk Management Services, LLC 2909 13th St 4th Floor Gulfport, MS 39501 CODE 906DB
AGENCY
CUSTOMER ID #: WCFORET-03
INSURED SUB CODE: CNA4273535 W. C. Fore Trucking, Inc. 14270 Creosote Road Guifport, MS 39503 EFFECTIVE DATE CONTINUED UNTIL
TERMINATED IF CHECKED 07/01/2025 07/01/2026 PROPERTY INFORMATION oc # 1, Bidg # 1, 14270 Creosote Road, Gulfport, MS 39503, Office COVERAGE INFORMATION COVERAGE/PERILS/FORMS AMOUNT OF INSURANCE DEDUCTIBLE .oc # 1, Bldg # 1 Installation Any Job Site, Special (Including theft) REMARKS (Including Special Conditions) Remarks:
Coverage:
Business Personal Property coverage at 14270 Creosote Rd. Includes coverage for stored materials for the Long Beach Harbor – Eastern Bulkhead (OA
Project 1171-3) and Inner Bulkhead(OA Project 1171-3B) and Southern Quay - Long Beach Harbor. CANCELLATION THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. ADDITIONAL INTEREST NAME AND ADDRESS MORTGAGEE ADDITIONAL INSURED LOSS PAYEE Andercorp 1404 24th Avenue #30 Gulfport, MS 39501 AUTHORIZED REPRESENTATIVE

This

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ACORD 27 (2003/10)

FERS NO RIGHTS UPON TH	7/31/2025			
R ALTER THE COVERAGE	E CERTIFICATE HOLDER. TI AFFORDED BY THE POLICI ING INSURER(S), AUTHORIZ			
nust have ADDITIONAL INSU ortain policies may require an oment(s).	RED provisions or be endors n endorsement. A statement			
z Williams				
2255636139	FAX (A/C, No): 228-863-1957			
E_milliano (@a)giooni	RAGE NAIC			
INSURER(s) AFFORDING COVERAGE 5 INSURER A: American Longshore Mutual Association LTC				
Thereas Longarore Mateur Fa	addidate LTD			
REVISIO	N NUMBER:			
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AUTHORIZED REPRESENTATIVE				
© 1988-2015 ACORD CC	ORPORATION. All rights res			
LD	LD ANY OF THE ABOVE DESCRIBE EXPIRATION DATE THEREOF, RDANCE WITH THE POLICY PROVI			

Ą	CORD"	ERTIF	ICATE OF LIA	BILI	TY INS	URANC	E	DATE (MM/DD/YYYY) 7/31/2025	
B	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.								
If	MPORTANT: If the certificate holde SUBROGATION IS WAIVED, subjecting certificate does not confer rights	t to the te	rms and conditions of th	ne poli	cy, certain p	olicies may			
_	DUCER	10 1110 0011	andato notae, in hea er e						
Art 13	hur J. Gallagher Risk Managemer th St 4th floor Ifport MS 39501	t Services	, LLC	CONTACT Liz Williams PHONE (AIC, No. Exil; 228-863-5362 (AIC, No.); 228-863-1957 E-MAIL ADDRESS; liz williams1@alg.com					
				INSURER(S) AFFORDING COVERAGE N					
			wataast as	INSURE	RA: Firemen	s Insurance (Company of WA, D.C.	21784	
	RED C. Fore Trucking, Inc.		WCFORET-03				nsurance Company	10335	
	270 Creosote Road					iters at Lloyd		15792	
Gu	Ifport MS 39503			- perseven			ice Company	12833	
				INSURE	RE: Enduran	ice American	Specialty Ins Co	41718	
_		-		INSURE	RF:				
_			NUMBER: 1291482689		-		REVISION NUMBER:		
CI	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCI	PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO WHICH THIS O ALL THE TERMS.	
LTR		INSD WYD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT		
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	CLAIMS-MADE X OCCUR						PREMISES (Eu occurrence)	\$ 100,000	
		-					MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000	
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
_	OTHER						COMPINIES CINGLE LIMIT	5	
A	AUTOMOBILE LIABILITY		CNA4273535		7/1/2025	7/1/2026	(Ea accident)	\$ 1,000,000	
	ANY AUTO	1					BODILY INJURY (Per person)	5	
	OWNED X SCHEDULED AUTOS ONLY HIRED X NON-OWNED						BODILY INJURY (Per accident)	5	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	5	
£	UMBRELLALIAB X OCCUR		ELD30000716607		7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000	
	X EXCESS LIAB CLAIMS-MAD	F					AGGREGATE	\$ 1,000,000	
	DED RETENTIONS						THE STATE OF THE S	S	
В	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		196-53220		7/1/2025	7/1/2026	X PER OTH-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE Y	N/A					E L EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - EA EMPLOYEE		
^				_			E.L. DISEASE - POLICY LIMIT	\$1,000,000	
C A	Umbrelle Installation Floater		SCT1115025 CNA4273535		7/1/2025 7/1/2025	7/1/2026 7/1/2026	\$1,000,000 \$350,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required.) The General Liability and Auto Liability provide Additional Insured And Waiver of Subrogation to the Certificate Holder as required by written contract or agreement. The Work Comp policy provides Waiver of Subrogation to the Certificate Holder as required by written contract or agreement. The Umbrella Policy follows Form. Excluded Owner/Officer: Cotton Fore Project: Southern Quay - Long Beach Harbor. The City of Long Beach is granted Additional Insured and Waiver of Subrogation as required by written contract or agreement.									
						oomaaa u	ag.comon.		
City of Long Beach					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
P O Box 929 Long Beach MS 39560			AUTHORIZED REPRESENTATIVE						

ACORD 25 (2016/03)

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WILL13 07/31/2025 ACORD, EVIDENCE OF PERSONAL PROPERTY INSURANCE THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. PHONE (AC, No. Ext): (228) 863-5362 FAX (AC, No. (228) 863-1957 E-MAIL ADDRESS: Firemens Insurance Company of WA, D.C. P.O. Box 61038 Richmond, VA 23261 Arthur J. Gallagher Risk Management Services, LLC 2909 13th St 4th Floor Gulfport, MS 39501 CODE: 906DB
AGENCY
CUSTOMER ID #: WCFORET-03 SUB CODE LOAN NUMBER POLICY NUMBER CNA4273535 W. C. Fore Trucking, inc. 14270 Creosote Road Guifport, MS 39503 EFFECTIVE DATE 07/01/2026 07/01/2025 PROPERTY INFORMATION LOCATION/DESCRIPTION LOC # 1, Bldg # 1, 14270 Creosote Road, Gulfport, M6 39503, Office COVERAGE INFORMATION AMOUNT OF INSURANCE DEDUCTIBLE COVERAGE/PERILS/FORMS oc # 1, Bidg # 1 Installation Any Job Site, Special (including theft) \$350,000 REMARKS (Including Special Conditions)
Remarks:
Coverage: overage: ssiness Personal Property coverage at 14270 Creosote Rd. Includes coverage for stored materials for the Long Beach Harbor – Eastern Bulkhead (OA oject 1171-3) and Inner Bulkhead(OA Project 1171-3B) and Southern Quay - Long Beach Harbor. CANCELLATION THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. ADDITIONAL INTEREST ADDITIONAL INSURED LOSS PAYEE City of Long Beach P.O. Box 929 Long Beach, MS 39560

AUTHORIZED REPRESENTATIVE

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WILLI3 ACORD, EVIDENCE OF PERSONAL PROPERTY INSURANCE 07/31/2025 THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. PHONE (AUG. No. Ext): (228) 863-5362
(AUG. No.: (228) 863-1957
E-MAIL: ADDRESS: AGENCY Management Services, LLC 2909 13th St 4th Floor Gulfport, MS 39501 Firemens insurance Company of WA, D.C. P.O. Box 61038 Richmond, VA 23261 CODE: 906DB
AGENCY
CUSTOMER ID #; WCFORET-03 SUB CODE: LOAN NUMBER POLICY NUMBER CNA4273535 W. C. Fore Trucking, Inc. 14270 Creosote Road Gulfport, MS 39503 CONTINUED UNTIL TERMINATED IF CHECKED 07/01/2025 07/01/2026 PROPERTY INFORMATION
LOCATION/DESCRIPT/ON oc # 1, Bidg # 1, 14270 Creosote Road, Gulfport, MS 39503, Office COVERAGE INFORMATION COVERAGE/PERILS/FORMS AMOUNT OF INSURANCE DEDUCTIBLE Loc # 1, Bldg # 1 Installation Any Job Site, Special (Including theft) \$350,000 \$5.00 REMARKS (Including Special Conditions) Remarks:
Coverage:
Business Personal Property coverage at 14270 Creosote Rd. includes coverage for stored materials for the Long Beach Harbor – Eastern Bulkhead (OA Project 1171-3B) and Southern Quay - Long Beach Harbor. CANCELLATION THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. ADDITIONAL INTEREST NAME AND ADDRESS ADDITIONAL INSURED LOSS PAYEE Overstreet & Associates Consulting Engineers 161 Lameuse Street, Suite 203 Blloxi, MS 39530 AUTHORIZED REPRESENTATIVE Jah

@ ACORD CORPORATION 1993

ACORD 27 (2003/10)

ACORD 0	ERTIF	ICATE OF LIA	BILITY INS	JRANC	E	DATE (MM/DD/YYYY) 7/31/2025	
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 if SUBROGATION IS WAIVED, subject this certificate does not confer rights	t to the te	rms and conditions of th	e policy, certain p	oticies may r			
PRODUCER	to the cer	fliidata lipidal ili lied pi a	CONTACT Liz William	<i>.</i>			
Arthur J. Gallagher Risk Managemen	t Services	a. LLC			FAX		
13th St 4th floor			(A/C, No. Ext): 225563	8139	(A/C, No)	228-863-1957	
Gulfport MS 39501			PHONE				
			INS	NAIC#			
		License#, PC-1092395	INSURER A : America	n Longshore	Mutual Association LTD		
INSURED		COASTRU-01	INSURER 8:				
Coastal Trucking, Inc. 14278 Creosote Road			INSURER C :				
Gulfport MS 39505			INSURER D:				
			INSURER E				
			INSURER F :				
COVERAGES CE	RTIFICAT	E NUMBER: 1558178618			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY I CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	S OF INSUREMENT PERTAIN.	RANCE LISTED BELOW HA ENT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT TO	CT TO WHICH THIS	
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A WORKERS COMPENSATION	Y	ALMA00730-06	7/1/2025	7/1/2026	X PER X OTH-	USL&H Only	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	7				E.L. EACH ACCIDENT	\$ 1,000,000	
OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	S 1,000,000	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEH	ICLES (ACOE	RD 101. Additional Remarks Schade	ule, may be attached if mo	re space is requir	red)		
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Officer Excluded: Cotton Fore Additional Named Insured: W. C. Fore T	ruckina						
V-1							
Certificate Holder is granted Waiver of St Projects: Southern Quay - Long Beach H	arbor	as required by written contr	act or agreement.				
	m-7.5V						
CERTIFICATE HOLDER			CANCELLATION	L			
Overstreet & Associates 161 Lameuse Street, Su Biloix MS 39503	Consultin ite 203	g Engineers	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
United States			AUTHORIZED REPRESENTATIVE				
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2 222 244 1427 222					ODD CODDODATION	All clabte recent	
			© 1	966-2015 AC	ORD CORPORATION.	All rights reserve	

ACORD 25 (2016/03)

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A	CORD C	ERTIF	ICATE OF LIA	BILITY INS	URANC	E	5345	MM/DD/YYYY)
BE	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LLOW. THIS CERTIFICATE OF IN: PRESENTATIVE OR PRODUCER, A PORTANT: If the certificate holder	IVELY OF SURANCE ND THE C	R NEGATIVELY AMEND DOES NOT CONSTITU ERTIFICATE HOLDER.	, EXTEND OR ALT ITE A CONTRACT	ER THE CO BETWEEN	VERAGE AFFORDED THE ISSUING INSURI	BY THE ER(S), AU	POLICIES
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_	S certificate does not confer rights	to the cert	incate noider in field of s	CONTACT LIZ William	ns			
3th	ur J. Gallagher Risk Management i St 4th floor port MS 39501	Services	, LLC	PHONE (A/C, No, Ext): 228-86 E-MAIL ADDRESS: IIZ_willia	3-5362 ms1@aig.com	FAX (A/C, N	_{e):} 228-86	3-1957
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ER	TIFICATE HOLDER			CANCELLATION				
	Overstreet & Associates C	onsulting	Engineers		N DATE THE	ESCRIBED POLICIES BE EREOF, NOTICE WILL Y PROVISIONS.		
161 Lameuse Street, Suite 203 Biloix MS 39503			AUTHORIZED REPRESENTATIVE					

ACORD 25 (2016/03)

Alderman Allen made motion seconded by Alderman Frazer and unanimously carried to authorize advertisement of Public Works 2025-2026 Annual Bids.



TO:

Kini Gonsoulin

FROM:

Mike Glass, Project Manager - Public Works

RE:

Request to Advertise for 2025-2026 Annual Bids

DATE:

August 11, 2025

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

- 1. Bid for "HOT BITUMINOUS PAVEMENT, TYPE SC-1, AND VARIOUS TYPES OF IN-PLACE HOT BITIMINOUS PAVEMENT"
- 2. Bid for "CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM"
- 3. Bid for "CRUSHED LIMESTONE"
- 4. Bid for "POLYETHYLENE CULVERT PIPE (SMOOTH INTERIOR ONLY)"
- 5. Bid for "PVC SEWER PIPE & FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT & GATE VALVES"
- 6. Bid for "READY MIX CONCRETE"

It came on for discussion the A/C Unit in the Rec Center Gymnasium, whereupon Recreation Director Bob Paul discussed the need to replace the units due to several leaks. His suggestion was to have a bid packet drafted. Alderman Frazer made motion seconded by Alderman Bonds to direct City Engineer David Ball draft said bid packet. After continued discussion, Alderman Frazer offered a substitute motion seconded by Alderman Bonds and unanimously carried to retain an HVAC Specialist to assess the unit at the recreation center.

The Mayor and Board recognized Recreation Director Bob Paul for his 20 years of service with the City of Long Beach and congratulated him on his upcoming retirement.

Mayor Pierce asked that the record show that Alderman Pet McGoey arrived.

It came on for discussion at the request of Building Official Mike Gundluch the need for a Commercial Development Requirement Ordinance. Alderman McCaffrey made motion seconded by Alderman Giuffria and unanimously carried to direct City Attorney Steve Simpson to draft a Commercial Development Requirement Ordinance.

City of Long Beach



August 13, 2025

Mayor and Board of Aldermen City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560

RE: Request for Drafting of Ordinance, Commercial Development Requirements

Dear Mayor and Members of the Board of Aldermen,

As the Building Official for the City of Long Beach, I respectfully request that the Board direct the City Attorney to draft a new city ordinance requiring the following for all commercial construction and remodeling projects exceeding \$10,000.00 in value:

- 1. The use of a State of Mississippi licensed contractor, and
- 2. Submission and approval of engineered plans prior to permit issuance.
- 3. Submission of a Community Development Application.
- Property owners or individuals cannot pull permits for commercial work over the above dollar amount from above
- Third party reviews for all commercial projects and fees will be accessed to project applicant

This requirement will help ensure that all commercial development and renovation projects are conducted in accordance with state laws, modern safety standards, and sound engineering practices. It will also support the City's ongoing efforts to promote public safety, structural integrity, and professional accountability in our growing business community.

I appreciate your consideration of this request and am available to discuss the matter in further detail or to provide examples from other municipalities with similar ordinances.

Sincerely,

Mike Gundlach Building Official / CFM

Alderman Frazer made motion seconded by Alderman McCaffrey 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 lease negotiations.

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.

The Meeting resumed in Open Session, whereupon Alderman Giuffria made motion seconded by Alderman Frazer to approve Long Beach Harbor Resort's request to move forward with the proposed location of a casino on South Side of Highway 90 in Long Beach Harbor. The question being put to a roll call vote with the results as follows:

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

The question having received an affirmative vote of the majority of the Aldermen present and voting, the Mayor declared the motion carried.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to direct City Attorney Stephen B. Simpson to continue to negotiate with Long Beach Harbor Resort for the lease on South Side of Highway 90.

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

	APPROVED:
	Alderman Donald Frazer, At-Large
	Alderman Patrick Bennett, Ward 1
	Alderman 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
ATTEST:	Date
Emma Ward, City Clerk	