

Minutes of August 19, 2025
Mayor and Board of Aldermen

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, & 0 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**
 - 1. 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-Deerman; 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. **DERELICT PROPERTIES**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

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Mayor and Board of Aldermen

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 uncleanness 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.

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Mayor and Board of Aldermen



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

July 21, 2025
Dakotah Hedgepeth
Isabella Rose Splers
307 Alexander Road
Long Beach, MS 39560

91 7199 9991 7037 6360 0066

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

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:
Overgrown Property, IPMC 302.4 Weeds	Cut and clean the property

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

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 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-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 in compliance, no further action will be taken.**

Respectfully yours,

Dale Stogner
Zoning Enforcement Officer

cc: Mayor: Tim Pierce
Alderman: Timothy McCaffrey

Case Number: 000163

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Mayor and Board of Aldermen

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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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▼

- 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:

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307 ALEXANDER ROAD



307 Alexander

Minutes of August 19, 2025
Mayor and Board of Aldermen



307 Alexander



Minutes of August 19, 2025
Mayor and Board of Aldermen



307 Alexander



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Mayor and Board of Aldermen

ATTIDAVIT

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 aforesaid, 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, to-wit:

- 1. That he is serving in the capacity of Zoning 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 uncleanness 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 business of the zoning/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 0611M-01-049 000), Long Beach, Mississippi, assessed to Dakotah Hedgepeth and Isabella 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 depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for August 19, 2025.

This the 19th day of August, 2025,


EMMA WARD, AFFIANT

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

My Commission Expires: 
NOTARY PUBLIC



ATTACHED: PHOTOS OF 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:

Minutes of August 19, 2025
Mayor and Board of Aldermen

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 19th 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 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, 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 uncleanness 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 Beach, First Judicial District, Harrison 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 uncleanness 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 Dekotah Hedgeseth and Isabella Splers.

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; and

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and let 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 Judicial 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 Aldermen, 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, BE 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, Mississippi.

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 Claffina	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McCosy	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 L. Pierce, Mayor

ATTEST:

Emma Ward, City Clerk

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Mayor and Board of Aldermen

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 uncleanness 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 19 paragraph 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 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 uncleanness 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

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Mayor and Board of Aldermen

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

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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

Feedback

- 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.

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Mayor and Board of Aldermen

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 uncleanness 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

July 21, 2025

Welch Family LTD Partnership No 9
910M ST NW STE 1130
Washington, DC 20001

Reference: 601 & 603 E 5th 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

71 7199 9991 7037 6360 0059

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:
2024 IPMC Section 301.3 Vacant Land WEEDS IPMC 302.4	Maintain in a clean, safe, secure, and sanitary condition as not to cause a blighting problem 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
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 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 uncleanness 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 Gluffria

Case Number: 000164

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Mayor and Board of Aldermen

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Delivered

Delivered, Left with Individual

WASHINGTON, DC 20001

July 28, 2025, 3:15 pm

In Transit to Next Facility

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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Feedback

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

- 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:

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WELCH PROPERTY E 5th STREET 0612-01-064.000 - 0612A-01-069.000



WP E 5th STREET

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Mayor and Board of Aldermen



WEEKLY PROPERTIES REPORT 06/2A-01-064,000 — 06/2A-01-067,000

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Welch Properties Beach



Welch Properties

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Welch Properties

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Mayor and Board of Aldermen

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 aforesaid, 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, to-wit:

- 1. That he is serving in the capacity of Zoning 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 uncleanness 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 business of the zoning/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 0611M-01-049,000), Long Beach, Mississippi, assessed to Dakotaiah Hedgespeth and Isabella Spiers, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on August 9, 2025, the Zoning 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, 2025.

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.

My Commission Expires:



Kini Gorsoulin
NOTARY PUBLIC

AFFIDAVIT FURNISHES POST NOTICE

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:

Minutes of August 19, 2025
Mayor and Board of Aldermen

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 19th 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 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, 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 uncleanness 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 Beach, First Judicial District, Harrison 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 uncleanness 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-07-049.000), assessed to Dakotah Hodgepeth 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; and

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 Judicial 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 Aldermen, 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, BE 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, Mississippi

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 Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McCoy	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 L. Pierce, Mayor

ATTEST:

Emma Ward, City Clerk

Minutes of August 19, 2025
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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in 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 Aldermen dated August 12, 2025, as submitted.

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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

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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,

A handwritten signature in blue ink that reads "LaRue Stephens". The signature is fluid and cursive, with the first name "LaRue" and last name "Stephens" clearly visible.

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:

Minutes of August 19, 2025
Mayor and Board of Aldermen

ENTERED
AUG - 4 2025



SPECIAL EVENT APPLICATION

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

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

SUMMARY OF EVENT

Event Title: Cruising Show and Shine

Please give a brief description of the proposed event:

Car show before the parade to get people downtown

Event Day Date (s): 10/6/25 Event Time (s): 9:00 am

Set-Up Date & Time: 10/6 8:00 am Tear-Down Date & Time: 10/6 4:00pm

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

Event Location Description: Town Green

Sponsoring Organization's Legal Name: City of Long Beach

Organization Agent: Courtney Cuevas-Welch

Phone: _____ Home: _____ Cell: _____ During Event

Agent's Address: 201 Jeff Davis Ave LB

Agent's E-mail Address: ccuevas-welch@longbeachms.gov

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

How many years has this event occurred? 0

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Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/Time: _____ 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 3rd Street
(see picture)

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

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

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

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

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

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

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

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

If yes, how many? _____

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

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

Minutes of August 19, 2025
Mayor and Board of Aldermen

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

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

assist 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.

8/4/25
Date

C. H. H. H.
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

Minutes of August 19, 2025
Mayor and Board of Aldermen

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: W Recommended Approval: YES NO Est. Economic Impact: \$ 50
Fire Dept: W Recommended Approval: YES NO Est. Economic Impact: \$ 0
Public Works: SC Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Minutes of August 19, 2025
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT *Bob Paul*
228.669-7601

TOWN GREEN

Group / Individual Name (Permit tee):
City of Long Beach

Telephone Number: _____

Street Address: 201 Jeff Davis Avenue Home Work Cell

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
10/6/25
(Date)

The person(s) requesting this permit

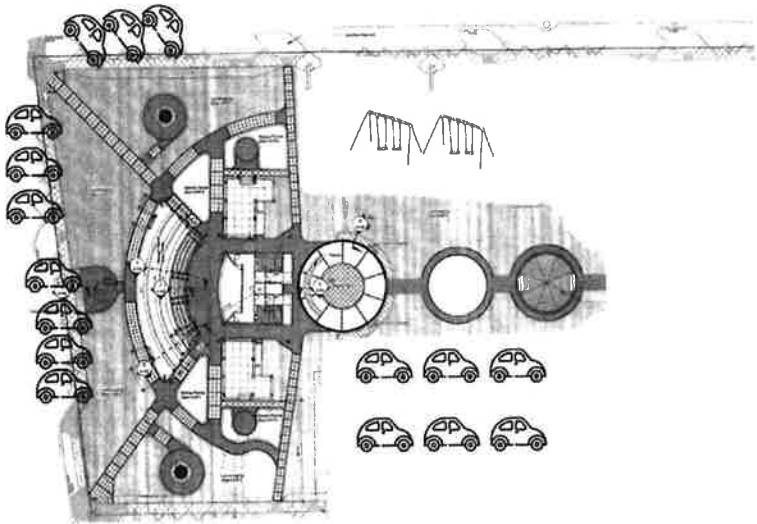
1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order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

Signature *[Signature]* Date: 8/4/25

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up 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:

Minutes of August 19, 2025
Mayor and Board of Aldermen

ENTERED

AUG - 4 2025



SPECIAL EVENT APPLICATION

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

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

SUMMARY OF EVENT

Event Title: Tricks! Treats! Trail!

Please give a brief description of the proposed 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 & Time: 10/24 9 pm

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

Event Location Description: Long Beach Fitness Trail

Sponsoring Organization's Legal Name: City of Long Beach

Organization Agent: Courtney Cuevas-Welch

Phone: _____ Home: _____ Cell: _____ During Event

Agent's Address: 201 Jeff Davis Ave LB, MS

Agent's E-mail Address: ccuevas-welch@longbeachms.gov

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

How many years has this event occurred? 2 years

Minutes of August 19, 2025 Mayor and Board of Aldermen

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

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

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

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

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

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

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 1,000

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

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

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

If yes, how many? _____

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

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

Minutes of August 19, 2025
Mayor and Board of Aldermen

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

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

police 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.

8/4/25



Date

Signature of Sponsoring Organization's Agent

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

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Event Title: Tricks! Treats! Trail!

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: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 2

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

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

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

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Mayor and Board of Aldermen

****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:

Minutes of August 19, 2025 Mayor and Board of Aldermen

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 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".

Minutes of August 19, 2025
Mayor and Board of Aldermen

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.

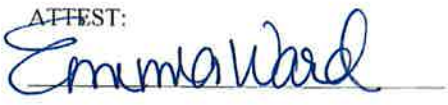
The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. The question being put to a roll call vote by the Mayor, the result was as follows:

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.

APPROVED:

Timothy I. Pierce, Mayor

ATTEST:

Emma Ward, City Clerk

Minutes of August 19, 2025
Mayor and Board of Aldermen

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

Minutes of August 19, 2025
Mayor and Board of Aldermen

ESTIMATE FORM	
DATE	7/22/25
DEPARTMENT	CITY OF LONG BEACH W RAILROAD STREET
LABOR	2 HRS BOBBY TOUCHSTONE @ 26.48 = \$52.96 2 HRS CURTIS KENTWORTHY @ 21.08 = \$42.16 2 HRS CAMERON ELZY @ 18.84 = \$37.68 2 HRS RUSSELL TOMS @ 18.83 = \$37.66 2 HRS KODY PYLES @ 19.44 = \$38.88 TOTAL LABOR COST: \$209.34
DESCRIPTION	INSTALLING RAISED PAVEMENT MARKERS YELLOW ON W RAILROAD STREET (2.07 MILES)
MATERIAL	280 YELLOW/ YELLOW RAISED PAVMENT MARKERS @ 1.47 EA = \$411.60 4 BOXES OF BITUMEN @ 36.95 PER BOX = \$147.80 TOTAL MATERIAL COST: \$559.40
EQUIPMENT	2 HRS #17395 RPM CAR @ 8.00 PER HR= \$16.00 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 #25101 DODGE 1500 @ 14 PER HR= \$28.00 TOTAL EQUIPMENT COST : \$95.95
TOTAL COST	\$864.69

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.

* *

Minutes of August 19, 2025
Mayor and Board of Aldermen

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	1,300	-	2,900	4,200
Fund Balance	-	-	(2,900)	

Amendment to add funds to the library budget to cover unexpected expenses.

Amendment #10

Minutes of August 19, 2025
Mayor and Board of Aldermen



Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, MS 39560
Phone (228) 863-0711
Fax (228) 863-0711

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 vandalized.

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 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:

Minutes of August 19, 2025

Mayor and Board of Aldermen



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 13, 2025

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

**RE: Parkwood and Briarwood Area Drainage Improvements
Park Row Drainage Improvements
Magnolia-Deerman Drainage Improvements**

Ladies and Gentlemen:

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.

Sincerely,

David Ball, P.E.

DB:1318, 1319, 1321
Attachments

Minutes of August 19, 2025
Mayor and Board of Aldermen

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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Minutes of August 19, 2025 Mayor and Board of Aldermen

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):
1. *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.
 2. *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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- 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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- b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. 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:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. 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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- 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.
- 7. 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.
- 9. 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:
 - 1. "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;
 - 2. "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
 - 4. "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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Minutes of August 19, 2025 Mayor and Board of Aldermen

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on Aug. 19, 2025 (which is the Effective Date of the Contract).

Owner:

City of Long Beach

(typed or printed name of organization)

By: [Signature]

(individual's signature)

Date: _____

(date signed)

Name: Timothy I. Pierce

(typed or printed)

Title: Mayor

(typed or printed)

Attest: [Signature]

(individual's signature)

Title: City Clerk

(typed or printed)

Address for giving notices:

P.O. Box 929

Long Beach, MS 39560

Designated Representative:

Name: Timothy I. Pierce

(typed or printed)

Title: Mayor

(typed or printed)

Address:

Per above

Phone: 228-863-1556

Email: _____

(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 other documents authorizing execution of this Agreement.)

Contractor:

Jay Bearden Construction, Inc

(typed or printed name of organization)

By: [Signature]

(individual's signature)

Date: 7-25-25

(date signed)

Name: Keith Bearden

(typed or printed)

Title: Vice President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

(individual's signature)

Title: Treasurer

(typed or printed)

Address for giving notices:

PO Box 180428

Richland, MS 39218

Designated Representative:

Name: Keith Bearden

(typed or printed)

Title: Vice President

(typed or printed)

Address:

662 Old Hwy 49 South

Richland, MS 39218

Phone: 601-939-4292

Email: Keith@jbc.ms

License No.: 09155-MC

(where applicable)

State: MS

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Mayor and Board of Aldermen

PERFORMANCE **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
BOND 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 Oblgee, 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 Oblgee dated for Parkwood and Briarwood Area Drainage Improvements (2025) ("Contract").

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 Oblgee to be in default under the Contract for failing to perform the Construction Work; and Oblgee 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 Oblgee, undertake to perform and complete the Construction Work to be done under the Contract; or
2. 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 Oblgee 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 Oblgee and, as soon as practicable after the amount is determined, tender payment therefor to the Oblgee; or (b) Deny liability in whole or in part and notify the Oblgee 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 Oblgee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Oblgee 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 Oblgee, 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 Oblgee under the Contract and any amendments thereto, less the amounts properly paid by Oblgee 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.

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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 suit 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
(Principal)
By: 
Travelers Casualty and Surety Company of America
By:  John G. Raines, Attorney-in-Fact



Minutes of August 19, 2025
Mayor and Board of Aldermen

PAYMENT BOND
(Public Work)

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 Oblige, 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 Oblige, 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:

1. A Claimant is defined as one other than Oblige 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 Oblige 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. Oblige shall not be liable for the payment of any costs or expenses of any such suit.
3. 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.

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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.

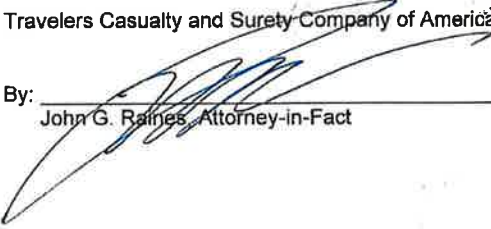
Signed this day of , 20

Jay Bearden Construction, Inc
(Principal)

By: 



Travelers Casualty and Surety Company of America

By: 
John G. Raines, Attorney-in-Fact

Minutes of August 19, 2025
Mayor and Board of Aldermen



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 G RAINES** of **RIDGELAND** **Mississippi** their true and lawful Attorney(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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

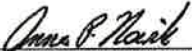
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the 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




Anna P. Nowik, Notary Public

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 Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal 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 filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on 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.

Dated this day of




Kevin E. Hughes, Assistant Secretary

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

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
1076 Highland Colony Parkway, Suite 300
Ridgeland MS 39157

JAYBEAR-01

CONTACT
NAME: Emily Murphy
PHONE (A/C, No, Ext): 601-863-3122
E-MAIL: emily_murphy@ajg.com
ADDRESS: emily_murphy@ajg.com

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

INSURER A : Union Insurance Company

INSURER B : LUBA Casualty Insurance Company

INSURER C :

INSURER D :

INSURER E :

INSURER F :

NAIC #
25844
12472

INSURED
Jay Bearden Construction, Inc.
P.O. Box 180428
Richland MS 39218

COVERAGES

CERTIFICATE NUMBER: 378349663

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	CPA4586413-40	3/25/2025	3/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	CPA4586413-40	3/25/2025	3/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	CPA4586413-40	3/25/2025	3/25/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N	028000024869125	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Leased/Rented Equipment		CPA4586413-40	3/25/2025	3/25/2026	Limit of Insurance \$200,000 Deductible \$1,000

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

RE: 1318 - Parkwood and Briarwood Area Drainage Improvements (2025).

City of Long Beach is shown as additional insured on General Liability, Automobile Liability, and Umbrella Liability as required by written contract only as respects insured's operations.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
1076 Highland Colony Parkway, Suite 300
Ridgeland MS 39157

JAYBEAR-01
INSURED
Jay Bearden Construction, Inc.
P.O. Box 180428
Richland MS 39218

CONTACT
NAME: Emily Murphy
PHONE (A/C, No, Ext): 601-863-3122
FAX (A/C, No):
E-MAIL: emily_murphy@ajg.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: Union Insurance Company
INSURER B: LUBA Casualty Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
25844
12472

COVERAGES

CERTIFICATE NUMBER: 1167983991

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	CPA4586413-40	3/25/2025	3/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	CPA4586413-40	3/25/2025	3/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☒ RETENTION \$ 10,000	Y	CPA4586413-40	3/25/2025	3/25/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A	N	028000024886125	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☐ Leased/Rented Equipment		CPA4586413-40	3/25/2025	3/25/2026	Limit of Insurance Deductible \$200,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1318 - Parkwood and Briarwood Area Drainage Improvements (2025)
Overstreet & Associates Consulting Engineers is shown as additional insured on General Liability, Automobile Liability, and Umbrella Liability as required by written agreement only as respects insured's operations.

CERTIFICATE HOLDER
Overstreet & Associates Consulting Engineers
161 Lamuse Street, Suite 203
Biloxi MS 39530

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


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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:

M.B. 109
08.19.25 Reg/Public Hearing

Minutes of August 19, 2025
Mayor and Board of Aldermen

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.

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Minutes of August 19, 2025
Mayor and Board of Aldermen

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):
 - 1. *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.
 - 2. *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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Minutes of August 19, 2025

Mayor and Board of Aldermen

- 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:

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

- 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).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.

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Page 3 of 6

Minutes of August 19, 2025
Mayor and Board of Aldermen

- 4. Supplementary Conditions.
- 5. 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).
- 6. 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:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. 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.
 - 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

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Minutes of August 19, 2025 Mayor and Board of Aldermen

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.
7. 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.
9. 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:
 1. "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;
 2. "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
 4. "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.

Minutes of August 19, 2025
Mayor and Board of Aldermen

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

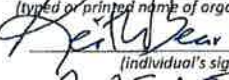
This Agreement will be effective on Aug. 19, 2025 (which is the Effective Date of the Contract).

Owner:
City of Long Beach
(typed or printed name of organization)
By: 
(individual's signature)
Date: _____
(date signed)
Name: Timothy I. Pierce
(typed or printed)
Title: Mayor
(typed or printed)

Attest: 
(individual's signature)
Title: City Clerk
(typed or printed)
Address for giving notices:
P.O. Box 929
Long Beach, MS 39560

Designated Representative:
Name: Timothy I. Pierce
(typed or printed)
Title: Mayor
(typed or printed)
Address:
Per above

Phone: 228-863-1556
Email: _____
(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 other documents authorizing execution of this Agreement.)

Contractor:
Jay Bearden Construction, Inc
(typed or printed name of organization)
By: 
(individual's signature)
Date: 7-25-25
(date signed)
Name: Keith Bearden
(typed or printed)
Title: Vice President
(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: Treasurer
(typed or printed)

Address for giving notices:
PO Box 180428
Richland, MS 39218

Designated Representative:
Name: Keith Bearden
(typed or printed)
Title: Vice President
(typed or printed)
Address:

662 Old Hwy 49 South
Richland, MS 39218

Phone: 601-939-4292
Email: Keith@jbc.ms
License No.: 09155-MC
(where applicable)
State: MS



Minutes of August 19, 2025 Mayor and Board of Aldermen



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

Minutes of August 19, 2025
Mayor and Board of Aldermen

PERFORMANCE BOND

Bond No. 999422469

Contractor Name: Twin L Construction, Inc. Address (principal place of business): 8292 Firetower Rd., Ste C1 Pass Christian, MS 39571	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Long Beach Mailing address (principal place of business): 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, MS 39560	Contract Description (name and location): Park Row Area Drainage Improvements (2025) Contract Price: \$638,589.45 Effective Date of Contract:
Bond Bond Amount:\$638,589.45 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 hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Twin L Construction, Inc. (Full formal name of Contractor) By: _____ (Signature) Name: William Egan (Printed or typed) Title: President Attest: _____ (Signature) Name: Sherelle Egan (Printed or typed) Title: Secretary/Treasurer	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: _____ (Signature)(Attach Power of Attorney) Name: Garrett T. Turner (Printed or typed) Title: Attorney-in-Fact Attest: _____ (Signature) Name: Katie Salassi (Printed or typed) Title: 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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1. 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.
2. 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. Failure 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;
 - 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 Owner's 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:

EJCDC® C-610, Performance Bond.

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- 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. liquidated 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 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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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.

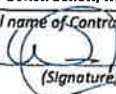
14. Definitions

- 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*—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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Mayor and Board of Aldermen

PAYMENT BOND

Bond No. 999422469

Contractor Name: Twin L Construction, Inc. Address (principal place of business): 8292 Firetower Rd., Ste C1 Pass Christian, MS 39571	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Long Beach Mailing address (principal place of business): 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, MS 39560	Contract Description (name and location): Park Row Area Drainage Improvements (2025) Contract Price: \$638,589.45 Effective Date of Contract:
Bond Bond Amount: \$638,589.45 Date of Bond: (Date of Bond 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 Twin L Construction, Inc. (Full formal name of Contractor)	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature)(Attach Power of Attorney)
Name: William Egan (Printed or typed)	Name: Garrett T. Turner (Printed or typed)
Title: President	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Sherelle Egan (Printed or typed)	Name: Katie Salassi (Printed or typed)
Title: Secretary/Treasurer	Title: 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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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, 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, 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).
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 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.

EJCDC® C-615, Payment Bond.

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- 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.
- 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 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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- 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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Mayor and Board of Aldermen



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Twin L. Construction, Inc.
Agency Name: Surety Bond Brokers, LLC Bond Number: 999422469
Obligee: 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 Dollars And Forty-five Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively 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 Baton Rouge, LA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Company as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 22nd day of July, 2025.



The Ohio Casualty Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of July, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as 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 first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is 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, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-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 executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety 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 facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, whenever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company 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 Company this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

8Bonding_POA

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2025

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

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

PRODUCER

Gartman Insurance Agency
2317 Government Street

Ocean Springs MS 39564

INSURED

Twin L Construction Inc
8292 Firetower Rd

Pass Christian MS 39571

CONTACT NAME: Gartman Insurance Agency

PHONE (A/C, No, Ext): (228) 872-3881

FAX (A/C, No): (228) 872-3883

E-MAIL ADDRESS: processing@gartmaninsurance.net

INSURER(S) AFFORDING COVERAGE

INSURER A: B&W - WESTERN WORLD INS CO

INSURER B: PROGRESSIVE - Progressive Gulf Ins Co

INSURER C: CRC - SCOTTSDALE INS CO

INSURER D: PIE - Pie Ins Co

INSURER E:

INSURER F:

NAIC #

13196

42412

21857

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NPP6216546	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		861609555	08/13/2025	08/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$		CXS4057099	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y ☐ N/A		WC PI 2659617-000	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Park Row

Overstreet & Associates is included as Additional Insured on all applicable coverages listed herein except Workers' Compensation, as required by written contract.

Excluded Officers: Sherelle Egan, Katherine Ladner, Richard Ladner

CERTIFICATE HOLDER

CANCELLATION

Overstreet & Associates
161 Lameuse St
Ste 203
Biloxi MS 39530

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

AUTHORIZED REPRESENTATIVE

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2025

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.

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PRODUCER
Gartman Insurance Agency
2317 Government Street

Ocean Springs
MS 39564

INSURED
Twin L Construction Inc
8292 Firetower Rd

Pass Christian
MS 39571

CONTACT NAME
Gartman Insurance Agency
PHONE (A/C, No, Ext): (228) 872-3881
FAX (A/C, No): (228) 872-3883
E-MAIL: processing@gartmaninsurance.net
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: B&W - WESTERN WORLD INS CO
INSURER B: PROGRESSIVE - Progressive Gulf Ins Co
INSURER C: CRC - SCOTTSDALE INS CO
INSURER D: PIE - Pie Ins Co
INSURER E:
INSURER F:

NAIC #
13196
42412
41297
21857

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			NPP6216546	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			861609555	08/13/2025	08/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			CXS4057099	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC PI 2659617-000	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Park Row

City of Long Beach is included as Additional Insured on all applicable coverages listed herein except Workers' Compensation, as required by written contract.

Excluded Officers: Sherelle Egan, Katherine Ladner, Richard Ladner

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
201 Jeff Davis Ave

Long Beach
MS 39560

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

AUTHORIZED REPRESENTATIVE


ACORD 25 (2016/03)

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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:

M.B. 109
08.19.25 Reg/Public Hearing

Minutes of August 19, 2025 Mayor and Board of Aldermen

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.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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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):
1. *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.
 2. *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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- 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

\$ 155,871.10

- 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).

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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- b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. 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 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:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. 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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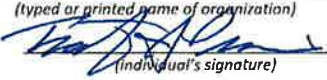
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary 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.
7. 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.
9. 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:
 1. "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;
 2. "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
 4. "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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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.
This Agreement will be effective on Aug 19, 2025 (which is the Effective Date of the Contract).

Owner:
City of Long Beach
(typed or printed name of organization)
By: 
(individual's signature)
Date: _____
(date signed)
Name: **Timothy I. Pierce**
(typed or printed)
Title: **Mayor**
(typed or printed)
Attest: 
(individual's signature)
Title: **City Clerk**
(typed or printed)
Address for giving notices:
P.O. Box 929
Long Beach, MS 39560
Designated Representative:
Name: **Timothy I. Pierce**
(typed or printed)
Title: **Mayor**
(typed or printed)
Address:
Per above
Phone: **228-863-1556**
Email: **mayor@longbeachms.gov**
(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 other documents authorizing execution of this Agreement.)

Contractor:
Twin L. Construction, Inc
(typed or printed name of organization)
By: 
(individual's signature)
Date: **08/13/2025**
(date signed)
Name: **William Egan**
(typed or printed)
Title: **President**
(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: **Sherelle Egan - Secretary/Treasurer**
(typed or printed)
Address for giving notices:
8292 Firetower Rd, Ste C1
Pass Christian, MS 39571
Designated Representative:
Name: **Robbie Saucier**
(typed or printed)
Title: **Project Manager**
(typed or printed)
Address:
8292 Firetower Rd
Pass Christian, MS 39571
Phone: **228-731-4710 Cell**
Email: **twinlconst@gmail.com**
License No.: **08365-MC**
(where applicable)
State: **MS**

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Mayor and Board of Aldermen



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

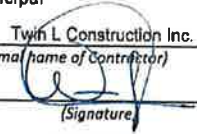
William Egan – President

Sherelle Egan - Secretary

Minutes of August 19, 2025
Mayor and Board of Aldermen

PERFORMANCE BOND

Bond No. 999422458

Contractor Name: Twin L Construction Inc. Address (principal place of business): 8292 Firetower Rd Pass Christian MS 39571	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Long Beach Mailing address (principal place of business): 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, MS 39560	Contract Description (name and location): Magnolia - Dearman Drainage Improvements (2025) Contract Price: \$165,871.10 Effective Date of Contract:
Bond Bond Amount: \$155,871.10 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 hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Twin L Construction Inc. (Full formal name of Contractor) By:  (Signature) Name: William Egan (Printed or typed) Title: President	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Garrett T. Turner (Printed or typed) Title: Attorney-in-Fact
Attest:  (Signature) Name: Sherelle Egan (Printed or typed) Title: Secretary/Treasurer	Attest:  (Signature) Name: Katie Salassi (Printed or typed) Title: 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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1. 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.
2. 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. Failure 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;
 - 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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- 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. liquidated 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 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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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*—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.

EJCDC® C-610, Performance Bond.

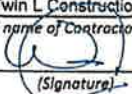
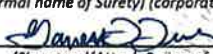
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PAYMENT BOND

Bond No. 999422458

Contractor Name: Twin L Construction Inc. Address (principal place of business): 8292 Firflower Rd Pass Christian MS 39571	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Long Beach Mailing address (principal place of business): 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, MS 39560	Contract Description (name and location): Magnolia - Dearman Drainage Improvements (2025) Contract Price: \$155,871.10 Effective Date of Contract:
Bond Bond Amount: \$155,871.10 Date of Bond: (Date of Bond 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 Twin L Construction Inc. (Full formal name of Contractor) By:  (Signature) Name: William Egan (Printed or typed) Title: President	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Garrett T. Turner (Printed or typed) Title: Attorney-in-Fact
Attest:  (Signature) Name: Sherelle Egan (Printed or typed) Title: Secretary/Treasurer	Attest:  (Signature) Name: Katie Salassi (Printed or typed) Title: 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.	

Minutes of August 19, 2025 Mayor and Board of Aldermen

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, 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, 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).
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 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.

Minutes of August 19, 2025
Mayor and Board of Aldermen

- 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.
- 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 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;

Minutes of August 19, 2025 Mayor and Board of Aldermen

- 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.

Minutes of August 19, 2025
Mayor and Board of Aldermen



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Twin L. Construction, Inc.
Agency Name: Surety Bond Brokers, LLC
Bond Number: 999422458
Obligee: City of Long Beach
Bond Amount (\$155,871.10) One Hundred Fifty-five Thousand Eight Hundred Seventy-one Dollars And Ten Cents
Contract Amount (\$155,871.10) One Hundred Fifty-five Thousand Eight Hundred Seventy-one Dollars And Ten Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively 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 Baton Rouge, LA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance 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 Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 22nd day of July, 2025.



The Ohio Casualty Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of July, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as 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 first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1129044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is 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, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-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 executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety 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 facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Company this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2025

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

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

PRODUCER
Gartman Insurance Agency
2317 Government Street

Ocean Springs MS 39564

CONTACT NAME
Gartman Insurance Agency
PHONE (A/C, No, Ext): (228) 872-3881
E-MAIL
processing@gartmaninsurance.net
ADDRESS

INSURER(S) AFFORDING COVERAGE
INSURER A : B&W - WESTERN WORLD INS CO
INSURER B : PROGRESSIVE - Progressive Gulf Ins Co
INSURER C : CRC - SCOTTSDALE INS CO
INSURER D : PIE - Pie Ins Co
INSURER E :
INSURER F :

NAIC #
13196
42412
41297
21857

INSURED

Twin L Construction Inc
8292 Firetower Rd

Pass Christian MS 39571

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NPP6216546	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		861609555	08/13/2025	08/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$		CXS4057099	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A		WC PI 2659617-000	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Magnolia Dearman

Overstreet & Associates is included as Additional Insured on all applicable coverages listed herein except Workers' Compensation, as required by written contract.

Excluded Officers: Sherelle Egan, Katherine Ladner, Richard Ladner

CERTIFICATE HOLDER

CANCELLATION

Overstreet & Associates
161 Lameuse St
Ste 203
Biloxi MS 39530

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

AUTHORIZED REPRESENTATIVE

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M.B. 109
08.19.25 Reg/Public Hearing

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2025

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

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

PRODUCER
Gartman Insurance Agency
2317 Government Street

Ocean Springs MS 39564

INSURED

Twin L Construction Inc
8292 Firetower Rd

Pass Christian MS 39571

CONTACT NAME: Gartman Insurance Agency
PHONE (A/C, No, Ext): (228) 872-3881
E-MAIL: processing@gartmaninsurance.net
FAX (A/C, No): (228) 872-3883

INSURER(S) AFFORDING COVERAGE
INSURER A: B&W - WESTERN WORLD INS CO NAIC # 13196
INSURER B: PROGRESSIVE - Progressive Gulf Ins Co 42412
INSURER C: CRC - SCOTTSDALE INS CO 41297
INSURER D: PIE - Pie Ins Co 21857
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NPP6216546	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		861609555	08/13/2025	08/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$		CXS4057099	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y ☐ N	N/A	WC PI 2659617-000	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Magnolia Dearman

City of Long Beach is included as Additional Insured on all applicable coverages listed herein except Workers' Compensation, as required by written contract.

Excluded Officers: Sherelle Egan, Katherine Ladner, Richard Ladner

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
201 Jeff Davis Ave

Long Beach MS 39560

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

AUTHORIZED REPRESENTATIVE


ACORD 25 (2016/03)

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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:

Minutes of August 19, 2025

Mayor and Board of Aldermen

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.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

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Minutes of August 19, 2025
Mayor and Board of Aldermen

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):
 - 1. *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.
 - 2. *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.

Minutes of August 19, 2025 Mayor and Board of Aldermen

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 Ninety-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).

EICDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Mayor and Board of Aldermen

- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. General & Technical Specifications as listed in the table of contents of the project manual (copy of list attached).
- 6. 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:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. 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.
 - 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

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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.
7. 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.
9. 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:
 1. "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;
 2. "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
 4. "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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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on Aug 19, 2025 (which is the Effective Date of the Contract).

Owner:

City of Long Beach
(typed or printed name of organization)

By: 
(individual's signature)

Date: _____
(date signed)

Name: Timothy I. Pierce
(typed or printed)

Title: Mayor
(typed or printed)

Attest: 
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:
P.O. Box 929
Long Beach, MS 39560

Designated Representative:
Name: Timothy I. Pierce
(typed or printed)
Title: Mayor
(typed or printed)
Address: _____
Per above

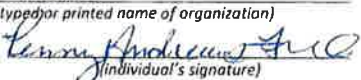
Phone: 228-863-1556

Email: _____

(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 other documents authorizing execution of this Agreement.)

Contractor:

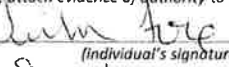
W.C. Fore Trucking, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Date: _____
(date signed)

Name: Penny Andrews Fore
(typed or printed)

Title: Vice President
(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: Secretary
(typed or printed)

Address for giving notices:
14270 Creosote Rd.
Gulfport, MS 39503

Designated Representative:
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Address: _____

Phone: _____

Email: _____

License No.: 06042-MC
(where applicable)

State: MS

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Mayor and Board of Aldermen



Gallagher

Insurance | Risk Management | Consulting

2509 Fair Street, 4th Floor
Gulfport, MS 39501
USA

228-841-5362
www.ig.com

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 Revenue Tax Commission.

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

Sincerely,

Lisa Butler
Surety Client Service Manager

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Mayor and Board of Aldermen

Form 72-16-02

MISSISSIPPI DEPARTMENT OF REVENUE

P.O. BOX 1033 JACKSON, MS 39215

RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

Sales Tax Account
ID: _____

STATE OF MISSISSIPPI

BOND NUMBER 016238895

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:
W. C. Fore Trucking, Inc., 14270 Creosote Road, Gulfport, MS 39503 as Principal,
Name Address City State Zip
in favor of City of Long Beach, P.O. Box 929, Long Beach, MS 39560 as Oblige
Name Address City State Zip
And covering a contract dated _____, _____, for the construction of
Long Beach Harbor - Southern Quay
(Name Project and Describe)

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.
NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.
NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this _____ day of _____, 2025
Filed and Approved, this _____ day of _____, 20 _____ W. C. Fore Trucking, Inc.
COMMISSIONER: _____ PRINCIPAL: Penning Anderson
Countersigned by: Lisa R. Butler SURETY: Liberty Mutual Insurance Company
Lisa R. Butler Attorney in Fact
Lisa R. Butler 175 Berkeley Street, Boston, MA 02116
Licensed Mississippi Agent
Lisa R. Butler (228) 863-5362
Type or Print Name of Agent Telephone Number

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Mayor and Board of Aldermen



POWER OF ATTORNEY

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

Certificate No: 6213423-016030

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, Kimberly B. Barium; Joseph R. Beattie; Christopher H. Boone; Lisa R. Butler; Debbie Dunaway; David Foxtenberry; Dewey B. Mason; Patrick T. Mason; Mary J. Norval; Kathleen B. Scarborough; Susan Skrimette; 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 attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance 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 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 been affixed thereto this 21st day of March, 2025



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes 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 first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1120044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This 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 Insurance 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, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-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 attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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 attorneys-in-fact, as may be necessary to act in behalf of the Company 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 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. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety 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 facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio 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 effect and has not been revoked.

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



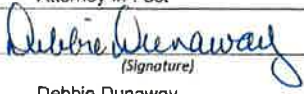
By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12673 LMIC OCIC WAIC Muir Co 02/24

Minutes of August 19, 2025
Mayor and Board of Aldermen

BOND # 016238895

PERFORMANCE BOND

Contractor Name: W. C. Fore Trucking, Inc. Address (principal place of business): 14270 Creosote Road Gulfport, MS 39503	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Long Beach, MS Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	Contract Description (name and location): 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 hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal W. C. Fore Trucking, Inc. (Full formal name of Contractor)	Surety Liberty Mutual Insurance Company (Full formal name of Surety) (Corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Penny Andrews Fore (Printed or typed)	Name: Lisa R. Butler (Printed or typed)
Title: Vice President	Title: Attorney-in-Fact
Attest: _____ (Signature)	Attest:  (Signature)
Name: _____ (Printed or typed)	Name: Debbie Dunaway (Printed or typed)
Title: _____	Title: Witness
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.	

Minutes of August 19, 2025 Mayor and Board of Aldermen

1. 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.
2. 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. Failure 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;
 - 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 Owner's 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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- 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. liquidated 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 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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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*—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.

EJCDC® C-610, Performance Bond.

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BOND # 016238895

PAYMENT BOND

Contractor Name: W. C. Fore Trucking, Inc. Address (principal place of business): 14270 Creosote Road Gulfport, MS 39503	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Long Beach, MS Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	Contract Description (name and location): 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 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 W. C. Fore Trucking, Inc.	Surety Liberty Mutual Insurance Company
By: <u>Penny Andrews Fore</u> (Signature)	By: <u>Jim R. Butler</u> (Signature) (Attach Power of Attorney)
Name: <u>Penny Andrews Fore</u> (Printed or typed)	Name: <u>Lisa R. Butler</u> (Printed or typed)
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest: _____ (Signature)	Attest: <u>Debbie Dunaway</u> (Signature)
Name: _____ (Printed or typed)	Name: <u>Debbie Dunaway</u> (Printed or typed)
Title: _____	Title: <u>Witness</u>

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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Mayor and Board of Aldermen

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, 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, 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).
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 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.

EJCOC® C-615, Payment Bond.
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 and American Society of Civil Engineers. All rights reserved.
 Page 2 of 4

Minutes of August 19, 2025
Mayor and Board of Aldermen

- 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.
- 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 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;

Minutes of August 19, 2025 Mayor and Board of Aldermen

- 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.

Minutes of August 19, 2025
Mayor and Board of Aldermen



POWER OF ATTORNEY

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

Certificate No: 6213423-018030

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, Kimberly B. Barham; Joseph R. Beattie; Christopher H. Boone; Lisa R. Butler; Debbie Dunaway; David Fortenberry; Dewey B. Mason; Patrick T. Mason; Mary J. Norval; Kathleen B. Scarborough; Susan Skrimetta; 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 attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance 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 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 been affixed thereto this 21st day of March, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 21st day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes 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 first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 20, 2029
Commission number 112004
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This 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 Insurance 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, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-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 attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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 attorneys-in-fact, as may be necessary to act in behalf of the Company 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 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. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety 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 facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio 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 effect and has not been revoked.

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



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 L.M.I.C. O.C.I.C. W.A.I.C. Multi Co 02/224

Minutes of August 19, 2025

Mayor and Board of Aldermen



Insurance | Risk Management | Consulting

2809 13th Street, 4th Floor
Gulfport, MS 39501
USA

228.892.5262
www.ajgall.com

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 original(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,

Lisa Butler
Surety Client Service Manager
Enclosures

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

INSURED
W. C. Fore Trucking, Inc.
14270 Creosote Road
Gulfport MS 39503

CONTACT
NAME: Liz Williams
PHONE (A/C, No, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: liz_williams1@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Firemens Insurance Company of WA, D.C.	21784
INSURER B : Bridgefield Casualty Insurance Company	10335
INSURER C : Underwriters at Lloyd's London	15792
INSURER D : AIX Specialty Insurance Company	12833
INSURER E : Endurance American Specialty Ins Co	41718
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1158608221

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	L15-J065655-03	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
A	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y Y	CNA4273535	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
E	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y	ELD30000716607	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y ☐ N/A	Y	196-53220	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C A	Umbrella 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

AnderCorp, LLC is granted Additional Insured and Waiver of Subrogation as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Andercorp LLC
1404 24th Avenue
Suite 300
Gulfport MS 39501

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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M.B. 109
08.19.25 Reg/Public Hearing

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

INSURED
Coastal Trucking, Inc.
14278 Creosote Road
Gulfport MS 39505

CONTACT
NAME: Liz Williams
PHONE (A/C, No, Ext): 2255636139
E-MAIL: liz_williams1@ajg.com
ADDRESS: liz_williams1@ajg.com

INSURER(S) AFFORDING COVERAGE
INSURER A American Longshore Mutual Association LTD
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #

License# PC-1092395
COASTRU-01

COVERAGES

CERTIFICATE NUMBER: 125215581

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMPROP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
						\$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY - ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ALMA00730-06	7/1/2025	7/1/2026	X PER STATUTE X OTHER USL&H Only E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

USL&H only Coverage

Officer Excluded: Colton Fore

Additional Named Insured: W. C. Fore Trucking

Certificate Holder Is granted Waiver of Subrogation as required by written contract or agreement.

Projects: Southern Quay - Long Beach Harbor

CERTIFICATE HOLDER

CANCELLATION

Andercorp
1404 24th Avenue #300
Gulfport MS 39501

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

AUTHORIZED REPRESENTATIVE

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M.B. 109
08.19.25 Reg/Public Hearing

Minutes of August 19, 2025
Mayor and Board of Aldermen

WILLI3

ACORDTM EVIDENCE OF PERSONAL PROPERTY INSURANCE		DATE (MM/DD/YYYY) 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.			
AGENCY Arthur J. Gallagher Risk Management Services, LLC 2909 13th St 4th Floor Gulfport, MS 39501		PHONE (A/C, Ho, Ext): (228) 863-5362 FAX (A/C, No): (228) 863-1957 E-MAIL: ADDRESS:	
CODE 906DB		SUB CODE:	
AGENCY CUSTOMER ID # WCFORET-03		INSURED	
W. C. Fore Trucking, Inc. 14270 Creosote Road Gulfport, MS 39503		COMPANY Firemens Insurance Company of WA, D.C. P.O. Box 81038 Richmond, VA 23261	
LOAN NUMBER		POLICY NUMBER CNA4273535	
EFFECTIVE DATE 07/01/2025		EXPIRATION DATE 07/01/2026	
		CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			
PROPERTY INFORMATION			
LOCATION/DESCRIPTION Loc # 1, Bldg # 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	\$5,000
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 Andercorp 1404 24th Avenue #30 Gulfport, MS 39501		MORTGAGEE LOSS PAYEE LOAN # ADDITIONAL INSURED	
		AUTHORIZED REPRESENTATIVE 	

ACORD 27 (2003/10)

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Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

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.

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PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

INSURED
Coastal Trucking, Inc.
14278 Creosote Road
Gulfport MS 39505

License#: PC-1092395
COASTRU-01

CONTACT
NAME: Liz Williams
PHONE (A/C, No, Ext): 2255636139
FAX (A/C, No): 228-863-1957
E-MAIL: liz_williams1@ajg.com
ADDRESS: liz_williams1@ajg.com

INSURER(S) AFFORDING COVERAGE

INSURER A: American Longshore Mutual Association LTD
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 428807665

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	OCCUR ☐ CLAIMS-MADE ☐				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ALMA00730-06	7/1/2025	7/1/2026	☒ PER STATUTE ☒ OTH-ER USL&H Only E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Officer Excluded: Cotton Fore
Additional Named Insured: W. C. Fore Trucking

Certificate Holder is granted Waiver of Subrogation as required by written contract or agreement.
Projects: Southern Quay - Long Beach Harbor.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



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Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2025

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

WCFORET-03

INSURED
W. C. Fore Trucking, Inc.
14270 Creosote Road
Gulfport MS 39503

CONTACT
NAME: Liz Williams
PHONE (A/C, No, Ext): 228-863-5362
E-MAIL: liz_williams1@ajg.com
ADDRESS: liz_williams1@ajg.com

FAX (A/C, No): 228-863-1957

INSURER(S) AFFORDING COVERAGE

INSURER A: Firemens Insurance Company of WVA, D.C.

INSURER B: Bridgefield Casualty Insurance Company

INSURER C: Underwriters at Lloyd's London

INSURER D: AIX Specialty Insurance Company

INSURER E: Endurance American Specialty Ins Co

INSURER F:

NAIC #

21784

10335

15792

12833

41718

COVERAGES

CERTIFICATE NUMBER: 1201482689

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		L15-J065655-03	7/1/2025	7/1/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CNA4273535	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB EXCESS LIAB DEED RETENTIONS OCCUR ☒ CLAIMS-MADE ☐		ELD30000716507	7/1/2025	7/1/2028	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		196-53220	7/1/2025	7/1/2026	PER STATUTE ☒ OTHER ☐ E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Umbrella 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.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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Minutes of August 19, 2025
Mayor and Board of Aldermen

WILL13

ACORD EVIDENCE OF PERSONAL PROPERTY INSURANCE		DATE (MM/DD/YYYY) 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.			
AGENCY Arthur J. Gallagher Risk Management Services, LLC 2909 13th St 4th Floor Gulfport, MS 39501		PHONE (A/C, No, Ext.) (228) 863-5362 FAX (A/C, No): (228) 863-1957 E-MAIL ADDRESS:	
CODE: 906DB AGENCY CUSTOMER ID #: WCFORET-03 INSURED W. C. Fore Trucking, Inc. 14270 Creosote Road Gulfport, MS 39503		COMPANY Firemans Insurance Company of WA, D.C. P.O. Box 61038 Richmond, VA 23261	
SUB CODE		LOAN NUMBER	
		POLICY NUMBER CNA4273535	
		EFFECTIVE DATE 07/01/2025	EXPIRATION DATE 07/01/2026
		CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc # 1, Bldg # 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	\$5,000

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 City of Long Beach P.O. Box 929 Long Beach, MS 39560	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2003/10)

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Minutes of August 19, 2025
Mayor and Board of Aldermen

WILLI3

ACORD™ EVIDENCE OF PERSONAL PROPERTY INSURANCE		DATE (MM/DD/YYYY) 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.			
AGENCY Arthur J. Gallagher Risk Management Services, LLC 2909 13th St 4th Floor Gulfport, MS 39501		PHONE (A/C, No, Ext): (228) 863-5362 FAX (A/C, No): (228) 863-1957 E-MAIL: ADDRESS:	
CODE: 906DB AGENCY CUSTOMER ID #: WCFORET-03 INSURED W. C. Fore Trucking, Inc. 14270 Creosote Road Gulfport, MS 39503		COMPANY Firemens Insurance Company of WA, D.C. P.O. Box 61038 Richmond, VA 23261	
SUB CODE:		LOAN NUMBER	POLICY NUMBER CNA4273535
		EFFECTIVE DATE 07/01/2025	EXPIRATION DATE 07/01/2026
		CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			
PROPERTY INFORMATION			
LOCATION/DESCRIPTION Loc # 1, Bldg # 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	\$5,000
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 Overstreet & Associates Consulting Engineers 161 Lamouse Street, Suite 203 Biloxi, MS 39530		MORTGAGEE LOSS PAYEE LOAN #	ADDITIONAL INSURED
		AUTHORIZED REPRESENTATIVE 	

ACORD 27 (2003/10)

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Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

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.

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PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

INSURED
Coastal Trucking, Inc.
14278 Creosote Road
Gulfport MS 39505

CONTACT
NAME: Liz Williams
PHONE (A/C, No, Ext): 2255638139
E-MAIL: llz_williams1@ajg.com
ADDRESS:
FAX (A/C, No): 228-863-1957

INSURER(S) AFFORDING COVERAGE
INSURER A : American Longshore Mutual Association LTD
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #

License#: PC-1092395
COASTRU-01

COVERAGES

CERTIFICATE NUMBER: 1558178618

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GENTL AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A	Y		ALMA00730-06	7/1/2025	7/1/2026	X PER STATUTE X OTH-ER USL&H Only E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

USL&H only Coverage

Officer Excluded: Cotton Fore

Additional Named Insured: W. C. Fore Trucking

Certificate Holder is granted Waiver of Subrogation as required by written contract or agreement.

Projects: Southern Quay - Long Beach Harbor.

CERTIFICATE HOLDER

CANCELLATION

Overstreet & Associates Consulting Engineers
161 Lameuse Street, Suite 203
Biloxi MS 39503
United States

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

AUTHORIZED REPRESENTATIVE


ACORD 25 (2016/03)

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M.B. 109
08.19.25 Reg/Public Hearing

Minutes of August 19, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2025

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PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

INSURED
W. C. Fore Trucking, Inc.
14270 Creosote Road
Gulfport MS 39503

CONTACT NAME: Liz Williams
PHONE (A/C, No, Ext): 228-863-5362
FAX (A/C, No): 228-863-1957
E-MAIL: liz_williams1@ajg.com
ADDRESS: _____

INSURER(S) AFFORDING COVERAGE

INSURER A: Firemens Insurance Company of WVA, D.C.	NAIC # 21784
INSURER B: Bridgefield Casualty Insurance Company	10335
INSURER C: Underwriters at Lloyd's London	15792
INSURER D: AIX Specialty Insurance Company	12833
INSURER E: Endurance American Specialty Ins Co	41718
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1576564643

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PRO-JECT ☐ LOC OTHER: _____		L15-J065655-03	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CNA4273535	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED: _____ RETENTION \$ _____		ELD30000716607	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: _____ Y/N ☒ N/A		196-53220	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Umbrella		SCT1115025	7/1/2025	7/1/2026	\$1,000,000
A	Installation Floater		CNA4273535	7/1/2025	7/1/2026	\$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.

Overstreet & Associates Consulting Engineers is granted Additional Insured and Waiver of Subrogation as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Overstreet & Associates Consulting Engineers
161 Lameuse Street, Suite 203
Biloxi MS 39503

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

AUTHORIZED REPRESENTATIVE



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

Minutes of August 19, 2025
Mayor and Board of Aldermen



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.

Minutes of August 19, 2025
Mayor and Board of Aldermen

It came on for discussion at the request of Building Official Mike Gundlach 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.
- 4. Property owners or individuals cannot pull permits for commercial work over the above dollar amount from above
- 5. 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.

*

*

Minutes of August 19, 2025
Mayor and Board of Aldermen

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.

Minutes of August 19, 2025
Mayor and Board of Aldermen

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph “Joey” Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Emma Ward, City Clerk