

**Minutes of September 1, 2026
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF SEPTEMBER 1, 2026
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**
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVAL OF MUNICIPAL DOCKET**
- VII. PUBLIC COMMENTS**
- VIII. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation – National Library Card Sign-up Month**
 - 2. Proclamation – National Childhood Cancer Awareness Month**
 - 3. Proclamation – Constitution Week**
 - 4. Proclamation – National Suicide Prevention Month**
- IX. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. August 18, 2026 – Regular**
 - b. August 25, 2026 – Work Session**
 - c. August 26, 2026 – Special Meeting**
 - 2. PLANNING COMMISSION**
 - a. August 27, 2026- Regular**
- X. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 090126**
- XI. UNFINISHED BUSINESS**
 - 1. Special Events Application, Request for use of City Stage and Generator, use of City barricades, and permission to sell alcohol on the Town Green – Truckin the South; Ann Smith**
 - 2. Develop Policy to Return Back-to-Work; House Bill 4073**
 - 3. Planning Commission Proposed Live Streaming of Meetings; Alderman Giuffria**
- XII. NEW BUSINESS**
 - 1. Special Event Application and Fee Waiver – Halloween Movie on Main; Courtney Welch**
 - 2. Special Event Application and Fee Waiver – Long Beach High School Homecoming Parade and Pep Rally; Jonathan Hart**
 - 3. Special Event Application and Fee Waiver – First Baptist Church Trunk or Treat; LaRue Stephens**
 - 4. Request – Permission to Sell Popcorn on City Property during the Cruisin the Coast Parade; Jeff Loftus Troop 205**
 - 5. Approve – FY2026 HIDTA Subgrantee Cooperative Agreement; Long Beach Police Department**
 - 6. Resolution of Drainage Requirements; Trinity Pentecostal Tabernacle**
 - 7. Proposed Stipulation; Long Beach Industrial Park Annexation**
 - 8. Tree Removal Permit Appeal; Catherine Holladay**
 - 9. Concerns About Magnolia Run Development; John Irwin, Sr.**
 - 10. Flooding Concerns Regarding Magnolia Run Development; Wayne Marie**
 - 11. Status, Design and Impact of Proposed North-South Corridor; Nicole Masters**
 - 12. Approve – Amendment #6 to Agreement Between City of Long Beach and AnderCorp, LLC. On Long Beach Improvements**

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- 13. Contract – Agreement between the City of Long Beach and the Humane Society of South Mississippi; Police Department
- 14. Request – Purchase of ¼ Northwest Plot of #313; Jerry Levens
- 15. Surveillance Cameras; Joseph Thompson
- 16. Discussion - Flock Cameras; Alderman Giuffria
- 17. Mutual Aid Agreement between the Naval Construction Battalion Center Gulfport and Long Beach Fire Department
- 18. Electrical Platform Contract Execution
- 19. Approve – Employee Insurance Benefit Package FY26/27; Chief Skelle
- XIII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. CITY CLERK
 - a. Acknowledge – June & July Revenue Expense Reports
 - 3. FIRE DEPARTMENT
 - 4. POLICE DEPARTMENT
 - 5. ENGINEERING
 - a. Project Closeout Documents & Recommendations of Final Acceptance Willow Creek Pump Station Improvements
 - b. Johnson Closeout Documents & Recommendations of Final Acceptance Johnson and Beatline Pump Station Improvements
 - c. Project Closeout Documents & Recommendations of Final Acceptance Alexander and Railroad Pump Station Improvements
 - d. Project Closeout Documents & Recommendations of Final Acceptance Ray and Klondyke Pump Station Improvements
 - e. Long Beach Code Revision Chapter 30, Article III, Sec. 30-78(a)
 - f. Long Beach Harbor Southern Quay
 - g. Project Closeout Documents & Recommendations of Final Acceptance North Seashore Pump Station Improvements
 - h. Project Closeout Documents & Recommendations of Final Acceptance Park Row Area Drainage Improvements
 - i. Project Closeout Documents & Recommendations of Final Acceptance Parkwood & Briarwood Area Drainage Improvements
 - j. Authorize Contracts Long Beach Small Craft Harbor Electrical Platforms
 - k. Change Order No. 2 Long Beach Harbor Southern Southern Quay
 - 6. PUBLIC WORKS
 - a. Amendment to Contract with Tyler Technologies
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. COMMUNITY AFFAIRS
 - 12. DERELICT PROPERTIES
- XIV. REPORT FROM CITY ATTORNEY
- XV. ADJOURN (OR) RECESS

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in September 2026, 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, Joey Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoe, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

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

Mayor Pierce asked for any amendments to the municipal docket, whereupon Alderman Frazer made motion, seconded by Alderman Bennett, and unanimously carried to move New Business Item 9, "Concerns about Magnolia Run Development" submitted by John Irwin, and New Business Item 10 flooding "Concerns regarding Magnolia Run Development" submitted by Wayne Marie, portion of the docket for discussion in conjunction with the Planning and Development Commission minutes from August 27, 2026 .

Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the municipal docket, as submitted.

The following individuals signed up for Public Comments, and each spoke during discussion of each agenda item:

Long
Beach
MISSISSIPPI

Mayor and Board of Aldermen
Public Comments
Tuesday, September 1, 2026

- * Each speaker is limited to 2 minutes
- * The Public Comments portion of the meeting is limited to 20 minutes
- * Comments must be relative to an Agenda Item
- * Comments may not be directed to any single member of the Board

Please Print:

Name	Address	Agenda Item
☒ <i>DeDe Bryant</i>	<i>3 Jamie A.</i>	<i>Cameras 9/10/2026</i>
☒ <i>Rollie Face</i>	<i>5510 Daugherty Rd</i>	<i>9/10</i>
☒ <i>Norman DiBenedetto</i>	<i>113 Gandy Circle</i>	<i>Flock Cameras</i>
☒ <i>Nicole Masters</i>	<i>402 S. Cleveland</i>	<i>ALPR's/Cameras</i>

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Mayor Pierce proclaimed September as Nation Library Card sign-up month.

* *

Mayor Pierce proclaimed September as Nation Childhood Cancer Awareness Month.

* *

Mayor Pierce proclaimed September 17- 23, 2026 as Constitution Week.

* *

Mayor Pierce proclaimed September as Nation Suicide Prevention Month.

Alderman Frazer made motion, seconded by Alderman McGoey, and unanimously carried to approve the Regular Minutes and 3 Executive Session Minutes of the Mayor and Board of Aldermen dated August 18, 2026, as submitted.

* *

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the Work Session Minutes of the Mayor and Board of Aldermen dated August 25, 2026, as submitted.

* *

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the Special Meeting Minutes of the Mayor and Board of Aldermen dated August 26, 2026, as submitted.

Alderman McGoey made motion, seconded by Alderman Bonds, and unanimously carried to approve the regular meeting minutes of the Planning Commission dated August 27, 2026, with the removal of the Magnolia Run Development for separate consideration.

* *

Discussion began on the Magnolia Run Development and the concerns submitted by John Irwin, Sr. and Wayne Marie. Mr. Marie and Mr. Irwin both discussed drainage concerns potential impact of the development on flooding in the surrounding area.

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After considerable discussion, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the development.

*

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Alderman Frazer made substitute motion, seconded by Alderman McGoey to direct City Engineer David Ball to research and bring back to the board at the next regular scheduled meeting an actual price for an open ditch across Pineville Road and a possible "super ditch" like the one that was placed on the South Mitchell Road Development.

Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve payment of invoices as listed on Docket of Claims number 090126, as submitted.

Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Special Events Application, Request for use of City Stage and Generator, use of City barricades, and permission to sell alcohol on the Town Green – Truckin the South submitted by Ann Smith pending receipt of insurance 30 day prior to event.



SPECIAL EVENT APPLICATION

APPROVED

SEP 01 2026

By: MEBA aw

Date Received By Clerk's Office: 7/27/26 Time: 9:30AM By: AJohse

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: Truckin the South

Please give a brief description of the proposed event:

Family Friendly Community Focused Truck Show & Jr Truck Show event.

Event Day (s) & Date (s): 4/3/27 Event Time (s): 10A - 5p

Set-Up Date & Time: 4/2/27 5p Tear-Down Date & Time: 4/3/27 6p

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

Event Location Description: Town Green

Sponsoring Organization's Legal Name: Truckin the South

Organization Agent: Ann Smith

Phone: 228 493 2457 Home: _____ Cell: _____ During Event

Agent's Address: 4733 Cardinal Dr Gulfport Ms 39501

Agent's E-mail Address: truckinthesouth2026@gmail.com

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

How many years has this event occurred? 1 year

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

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: N/A

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

If yes, are liquor license and liquor liability insurance attached? YES

If yes, what time? 10A-5p Until 5p

ATTENDANCE: What is expected (estimated) attendance for this event? 3000

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? 2

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

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

SEE ATTACHED LETTERS FOR REQUESTS FROM CITY, POLICE, AND PARKS AND REC.

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

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

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

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

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

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

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

7/22/26
Date

Q Smith
Signature of Sponsoring

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: Truck in the South

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: \$ 0 ^{2 officers @ \$30 ph}
Fire Dept: MS Recommended Approval: YES NO Est. Economic Impact: \$ 0
Public Works: W Recommended Approval: YES NO Est. Economic Impact: \$ 0 ^{8/6 hr. 2 guys overtime}
Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____
Parks/Rec: LC Recommended Approval: YES NO Est. Economic Impact: \$ 10 HRS overtime

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Police Department - 2 police officers at \$30.00
per hour = \$420 / Cleanup fee \$300 /



CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
TOWN GREEN

EMERGENCY CONTACT DURING EVENT: Ryan Ladner (228)669-7601

Group / Individual Name (Permittee): Truck in the South / JoJo's Hope Foundation
Telephone Number: 228 493/2427 Email: truck in the south 2026 @ gmail . com
Street Address: 4733 Cardinal Drive
City: Gulfport State: MS Zip: 39501
Type of Event: Truck Show & Community Event
Start Time: 10A
Closing Time: 5p

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

4/3/2017
(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 permittee or permittee'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: Admuth Date: 7/22/26

Rental Fee \$ 400.00 Receipt # _____ Date _____
Deposit Fee \$ 300.00 Receipt # _____ Date _____
Clean-up Fee \$ 300.00 Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND INDEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Ann Smith, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys' fees.

This, the _____ day of _____, 20_____.

Authorized Signature _____

LONG BEACH TOWN GREEN RULES AND REGULATIONS:

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility should do so by contacting City Hall for reservations at 228-863-1556 if the facility is not rented then it is a first-come first-serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

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

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permittee. However, the City does rent their stage and bleacher area north and south Gazebo and the shoo-fly area. You can get the rental fees for those areas by contacting the Parks and Recreation Department at 228-669-7601

Cooking on the town green is prohibited.

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

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

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

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

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

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

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

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

Initial: AS

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FEES:

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

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

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

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organization's 501c3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate, it will be reduced by half.

Security Personnel - ~~\$25.00~~ ^{\$30.00} per hour with 4 hours minimum. The requirement for security personnel will be handled on a case-by-case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

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

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

Initial: 

TRUCKIN THE SOUTH

Mississippi Edition

Organizer: Ann Smith

July 23, 2026

Long Beach Police Department
Long Beach, Mississippi

RE: Request for Police Assistance (Two Officers) – Truckin the South – Mississippi Edition – April 3, 2027

Dear Chief of Police,

On behalf of Truckin the South – Mississippi Edition, I respectfully request the assistance of two (2) Long Beach Police Officers for our upcoming event on Saturday, April 3, 2027, to be held on the Town Green in Long Beach, Mississippi.

Truckin the South is a family-friendly community event that brings together truck enthusiasts, local businesses, vendors, sponsors, and visitors from across the Gulf Coast. To help ensure a safe and enjoyable experience for all attendees, we are requesting the presence of two police officers during the event.

The officers' assistance will help provide traffic control, pedestrian safety, crowd management, incident response if needed, and support in maintaining a safe and orderly environment throughout the event.

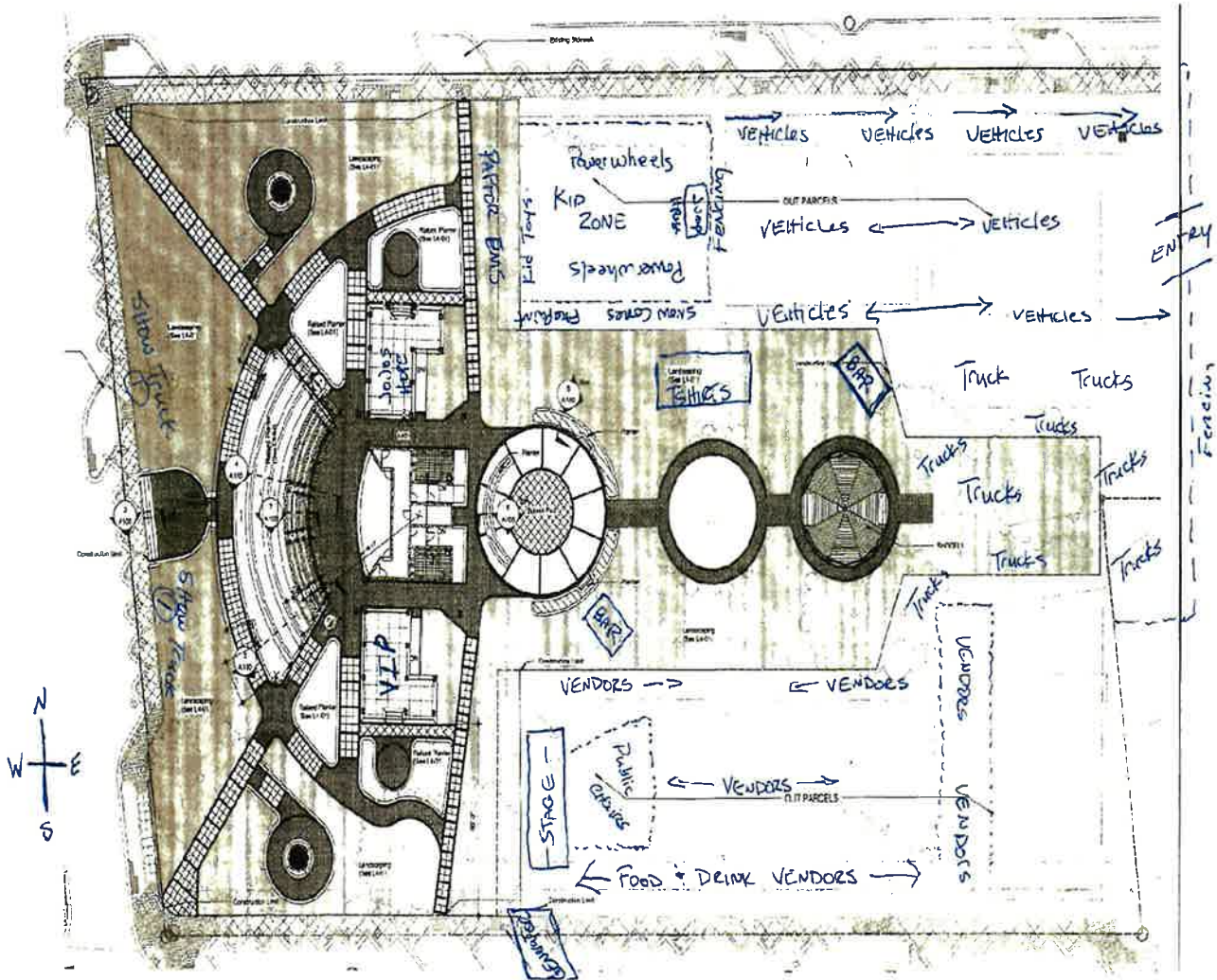
Truckin the South is committed to working closely with the Long Beach Police Department. Our event staff and volunteers will coordinate with the assigned officers to ensure the event operates safely and efficiently.

Thank you for your consideration of this request and for your continued service to our community. We look forward to partnering with the Long Beach Police Department to make Truckin the South – Mississippi Edition 2027 a successful event.

Sincerely,

Ann Smith
Organizer
Truckin the South – Mississippi Edition

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TRUCKIN THE SOUTH
Mississippi Edition
Organizer: Ann Smith

July 24, 2026

City of Long Beach
Long Beach, Mississippi

RE: Request for Use of City Stage and Generator – Truckin the South – April 3, 2027

Dear City Officials,

On behalf of Truckin the South – Mississippi Edition, I respectfully request the use of the City of Long Beach's stage and generator for our upcoming event on Saturday, April 3, 2027.

Truckin the South is a family-friendly community event that brings together truck enthusiasts, local businesses, vendors, and visitors from throughout the Gulf Coast. The stage and generator will be used for opening remarks, entertainment, sponsor recognition, event announcements, music, and the awards presentation throughout the day.

The use of these resources will help us provide a safe, organized, and professional event experience for attendees and participants. Our team is committed to ensuring all City equipment is properly supervised, used responsibly, and returned in the same condition in which it is received.

As a demonstration of our appreciation for the City of Long Beach's partnership and support, Truckin the South agrees to remit five percent (5%) of all event sales generated on April 3, 2027, to the City of Long Beach, subject to any applicable laws, City policies, and any agreements required by the City.

We sincerely appreciate your consideration of this request and look forward to partnering with the City of Long Beach to make Truckin the South – Mississippi Edition 2027 a successful event.

Sincerely,
Ann Smith
Organizer
Truckin the South – Mississippi Edition

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TRUCKIN THE SOUTH

Mississippi Edition
Organizer: Ann Smith

July 22, 2026

City of Long Beach
Long Beach, Mississippi

RE: Request for Barricades – Truckin the South – April 3, 2027

Dear City Officials,

On behalf of Truckin the South – Mississippi Edition, I respectfully request the use of City barricades for our event on Saturday, April 3, 2027.

The barricades will be used to safely section off the designated truck show area and pedestrian walkways, helping to provide a secure exhibition space, improve traffic flow, and enhance the safety of attendees throughout the event.

Our team will ensure all City equipment is properly monitored, used responsibly, and returned in the same condition in which it is received.

Thank you for your continued support of community events. We appreciate your consideration and look forward to working with the City of Long Beach to make Truckin the South – Mississippi Edition 2027 a successful event.

Sincerely,

Ann Smith
Organizer
Truckin the South – Mississippi Edition

TRUCKIN THE SOUTH

Mississippi Edition
Organizer: Ann Smith

July 22, 2026

City of Long Beach
Long Beach, Mississippi

RE: Request for Permission to Sell Alcohol on the Town Green – Truckin the South – April 3, 2027

Dear City Officials,

On behalf of Truckin the South – Mississippi Edition, I respectfully request permission to sell alcoholic beverages, specifically beer, during our event on Saturday, April 3, 2027, to be held on the Town Green in Long Beach, Mississippi.

Truckin the South is a family-friendly community event that attracts truck enthusiasts, local businesses, vendors, sponsors, and visitors from across the Gulf Coast. To enhance the experience for our adult attendees, we are requesting authorization to sell beer within a designated, controlled area of the event.

If approved, all alcoholic beverage sales and service will be conducted in strict compliance with all applicable federal, state, and local laws, as well as any requirements established by the City of Long Beach. We will obtain all required permits and licenses before the event.

- To promote a safe and responsible environment:
- Alcohol sales will be limited to a designated beer service area.
 - Valid government-issued identification will be required for all purchasers.
 - Beer will be served only by trained personnel or a properly licensed vendor.
 - Security personnel and law enforcement will be present during the event.
 - Outside alcoholic beverages will not be permitted.
 - Event staff will monitor the designated alcohol service area throughout the event.

Truckin the South is committed to hosting a safe, organized, and enjoyable event while supporting local tourism and economic development.

We respectfully request your approval to permit the sale of beer on the Town Green during our event. Thank you for your time and consideration.

Sincerely,

Ann Smith
Organizer
Truckin the South – Mississippi Edition

Alderman McGoey presented the Mayor and Board of Alderman, City Attorney Steve Simpson, Chief Skellie, Chief Seal, and City Clerk Emma Ward with a working draft of the policy to return back to work for retired PERs employees. Alderman McGoey stated that this was a “talking” document and the committee consisting of

M.B. 113
09.01.26 Regular

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Alderman McCaffrey, Alderman Bonds, and himself would meet on Thursday, September 3, 2026, to discuss said policy along with the Fire and Police Chiefs. Following discussion Alderman McGoeY made motion, seconded by Alderman Frazer, and unanimously carried to table consideration of the return-to-work policy, related to House Bill 4073 until the next scheduled meeting on September 15, 2026.

Alderman Giuffria made motion, seconded by Alderman McGoeY, and unanimously carried to remove proposed live streaming of Planning Commission and Development meetings from the agenda.

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve Special Event Application and Fee Waiver submitted by Courtney Welch for Halloween Movie on Main as follows:



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: Halloween Movie on main

Please give a brief description of the proposed event:

free movie night sponsored by 39560 Nutrition

Event Day (s) & Date (s): 10/17/26 6pm Event Time (s): 6pm

Set-Up Date & Time: 10/17/26 5pm Tear-Down Date & Time: 9 pm

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

Event Location Description: back green space

Sponsoring Organization's Legal Name: Long Beach Main Street

Organization Agent: Courtney Welch

Phone: _____ Home: _____ Cell: 2972191 During Event

Agent's Address: PO Box 929 Long Beach

Agent's E-mail Address: lbmsmainstreet@gmail.com

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

How many years has this event occurred?

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

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

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

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

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

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

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

If yes, what time? _____ Until _____

ATTENDANCE: What is expected (estimated) attendance for this event? 50

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? _____

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

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

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

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

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

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

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

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

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

Date

Signature of Sponsoring Organization's Agent

8/24/26
[Signature]
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: Halloween Movie on Main

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: \$ 0
Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0
Public Works: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0
Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____
Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ _____
Have businesses been notified for street closures?: YES NO

Alderman Frazer made motion, seconded by Alderman Bennett, and unanimously carried to approve Special Events Application and Fee Waiver submitted by Jonathan Hart for Long Beach High School Homecoming Parade and Pep Rally as follows:



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: LBHS Homecoming Parade

Please give a brief description of the proposed event:

We will do our Annual Homecoming Parade from LBHS Parking lot to the Town Green and then do a community pep rally.

Event Day (s) & Date (s): 10/28/26 Event Time (s): 6:00
@LBHS Parking lot 7:30 PM
Set-Up Date & Time: 10/28/26 4:30 PM Tear-Down Date & Time: DIRECTLY AFTER
PEP RALLY

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

Event Location Description: MAP ATTACHED -> LBHS PARKING LOT TO TOWN GREEN

Sponsoring Organization's Legal Name: LONG BEACH HIGH SCHOOL

Organization Agent: JONATHAN HART

Phone: 601 631 4424 Home: 601 631 4424 Cell: 601 631 4424 During Event

Agent's Address: 300 EAST OLD PASS ROAD

Agent's E-mail Address: JONATHAN.HART@LBSDK12.COM

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

How many years has this event occurred? 50+

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

STREET CLOSURES: Start Date/Time: 10/28 6 PM Through Date/Time: 10/28 6:30 PM

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

WE DON'T NEED RESERVED PARKING BUT WE WILL NEED TO USE THE BALL GRASS PARKING AT THE TOWN GREEN.

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

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

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

If yes, what time? N/A Until N/A

ATTENDANCE: What is expected (estimated) attendance for this event? 2,000

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? N/A

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

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

STREET CLOSURES, BARRICADES, & POLICE PRESENCE ON PARADE ROUTE, FIRE TRUCK TO RIDE IN PARADE.

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

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

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

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

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

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

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

8/10/26

Date

[Signature]

Signature of Sponsoring Organization's Agent

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

Have businesses been notified for street closures?: YES NO



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ENTERED
AUG 20 2026

CITY OF LONG BEACH PARKS AND RECREATION DEPARTMENT APPLICATION FOR PERMIT TOWN GREEN

EMERGENCY CONTACT DURING EVENT: Ryan Ladner (228)669-7601

Group / Individual Name (Permittee):

LONG BEACH HIGH SCHOOL

Telephone Number: 228 863 6945

Email: Jonathan.Hart

Street Address: 300 EAST OLD PASS ROAD

City LONG BEACH

State MS

Zip 39860

Type of Event: HOMECOMING PARADE AND PER RALLY

Start Time: 6:00 PM

Closing Time: 1:30 PM

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

Wednesday 10/28/26

(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 permittee or permittee'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 shoot-fly.

Signature: [Signature]

Date: 8/10/26

Rental Fee \$ NAIVE

Receipt #

Date

Deposit Fee \$ NAIVE

Receipt #

Date

Clean-up Fee \$

Receipt #

Date

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

naive fees \$0

~ 1 ~

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND INDEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I JONATHAN HART, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys' fees.

This, the 10th day of August, 2026

Authorized Signature: [Signature]

Witness

Brian P. Robinson

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Mayor and Board of Aldermen

LONG BEACH TOWN GREEN RULES AND REGULATIONS:

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility should do so by contacting City Hall for reservations at 228-863-1556 if the facility is not rented then it is a first-come first-serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

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

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permittee. However, the City does rent their stage and bleacher area north and south Gazebo and the shoo-fly area. You can get the rental fees for those areas by contacting the Parks and Recreation Department at 228-669-7601

Cooking on the town green is prohibited.

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

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

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

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

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

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

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

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

Initial: SMH
~ 3 ~

FEES:

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

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

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

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organization's 501c3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate, it will be reduced by half.

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

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

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

Initial: SMH

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve Special Events Application and Fee Waiver submitted by LaRue Stephens for First Baptist Church Trunk or Treat as follows and allow for signs to be placed at approved locations:

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SPECIAL EVENT APPLICATION

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

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

SUMMARY OF EVENT

Event Title: Trunk or Treat

Please give a brief description of the proposed event:

Free event for families of our city to bring their children to receive candy and gifts from over 35 trunks. Music and games will be available for all to enjoy.

Event Day (s) & Date (s): October 25, 2026 Event Time (s): 5:30-7:30 pm

Set-Up Date & Time: Oct 25, 2026 2:00pm Tear-Down Date & Time: Oct 25, 2026 8:00pm

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

Event Location Description: Full facilities from the stage to the shoe fly

Sponsoring Organization's Legal Name: First Baptist Church Long Beach

Organization Agent: Dr. LaRue Stephens

Phone: 228-864-2584 Home: _____ Cell: 228-806-3651 During Event

Agent's Address: 10 Citadel Circle Long Beach, MS 39560

Agent's E-mail Address: larue@fbclb.com

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

How many years has this event occurred? 8 years

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

STREET CLOSURES: Start Date/Time: None 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

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

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

If yes, what time? _____ Until _____

ATTENDANCE: What is expected (estimated) attendance for this event? 800-1000

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? _____

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

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

Sound system if available at the stage. For use with announcements and music.

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

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

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

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

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

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

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

Date: August 12, 2026 Signature of Sponsoring Organization's Agent: Dr. P. R. Stephens

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

Event Title:

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

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

Police Dept: Recommended Approval: YES NO Est. Economic Impact: \$
Fire Dept: Recommended Approval: YES NO Est. Economic Impact: \$
Public Works: Recommended Approval: YES NO Est. Economic Impact: \$
Traffic Eng: Recommended Approval: YES NO Est. Economic Impact: \$
Parks/Rec: Recommended Approval: YES NO Est. Economic Impact: \$

Have businesses been notified for street closures?: YES NO



CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
TOWN GREEN

EMERGENCY CONTACT DURING EVENT: Ryan Ladner (228)669-7601

Group / Individual Name (Permittee):

First Baptist Church

Telephone Number: 228-864-2584 Email: laloe@fbcfb.com

Street Address: 300 North Cleveland Avenue

City Long Beach State MS

Zip 39560

Type of Event: Trunk or Treat

Start Time: 2:00 pm

Actual Event 5:30-7:30 pm

Closing Time: 8:00 pm

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

Sunday, October 25, 2026

(Date)

The person(s) requesting this permit:

- 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 permittee or permittee's equipment.
- Agrees to maintain order and control over persons in the group.
- 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.
- 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: Dr. P. R. Stephens

Date: August 12, 2026

Rental Fee \$ Receipt # Date

Deposit Fee \$ Receipt # Date

Clean-up Fee \$ Receipt # Date

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND INDEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I/we, Dr. LaRue Stephens / EBC Long Beach do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys' fees.

This, the 12 day of August, 2026

Authorized Signature Dr. LaRue Stephens

Witness R. V. /

~ 2 ~

LONG BEACH TOWN GREEN RULES AND REGULATIONS:

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility should do so by contacting City Hall for reservations at 228-863-1556 if the facility is not rented then it is a first-come first-serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

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

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permittee. However, the City does rent their stage and bleacher area north and south Gazebo and the shoo-fly area. You can get the rental fees for those areas by contacting the Parks and Recreation Department at 228-669-7601

Cooking on the town green is prohibited.

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

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

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

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

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

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

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

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

Initial: LS

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Mayor and Board of Aldermen

FEES:

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

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

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

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organization's 501c3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate, it will be reduced by half.

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

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

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

Initial: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2026

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 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
Perrett Insurance Agency, LLC
162 Summer Pine Drive

Florence MS 39073

INSURED
Long Beach First Baptist Church
PO Box 338

Long Beach MS 39560

CONTACT
NAME: Jason Perrett
PHONE (A/C No, Ext): 601-372-8094
E-MAIL: jperrett@comcast.net
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: GuideOne Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

NAIC #
15032

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR

TYPE OF INSURANCE

ADDL SUBR INSR VWR

POLICY NUMBER

POLICY EFF (MM/DD/YYYY)

POLICY EXP (MM/DD/YYYY)

LIMITS

☒ GENERAL LIABILITY

☒ COMMERCIAL GENERAL LIABILITY

☐ CLAIMS-MADE ☒ OCCUR

GEN'L AGGREGATE LIMIT APPLIES PER
☒ POLICY ☐ PROJECT ☐ LOC

☐ AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS

HIRED AUTOS

SCHEDULED AUTOS

NON-OWNED AUTOS

UMBRELLA LIAB

EXCESS LIAB

DED RETENTION \$

OCCUR

CLAIMS-MADE

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?? (Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

☐ YES (STATUS)

☐ NO (LIMITS)

E L EACH ACCIDENT

E L DISEASE - EA EMPLOYEE

E L DISEASE - POLICY LIMIT

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

Trunk or Treat Event on October 25th, 2026 at Long Beach Town Green

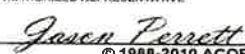
CERTIFICATE HOLDER

CANCELLATION

The City of Long Beach Mississippi

Long Beach MS

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 (2010/05)

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M.B. 113
09.01.26 Regular

Minutes of September 1, 2026 Mayor and Board of Aldermen



FIRST BAPTIST
Long Beach

Dr. LaRue Stephens, Senior Pastor
Rev. Matthew Gaddy, Worship Pastor
Rev. Thomas VanLandingham,
Associate Pastor of Family Life & Students
Rev. Jeremy Burnham,
Associate Pastor of Discipleship & Outreach

August 12, 2026

The Honorable Tim Pierce
Long Beach City Hall
201 Jeff Davis Avenue
Long Beach, MS 39560

Dear Mayor Pierce,

First Baptist Church of Long Beach is respectfully requesting consideration for fees to be waived for the use of the Town Green on October 25, 2026 from 5:30 – 7:30 p.m. for the purpose of hosting a community Trunk or Treat event. We are requesting the use of the full facilities at the Town Green, from the stage to the shoe-fly. There will be children's games on the grass lawn from the shoe-fly to the library. Additionally, there will be automobiles staged along 3rd Street, Jeff Davis Avenue, and 4th Street. We will not be using any of the school property.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me.

Sincerely,

Dr. LaRue Stephens

300 N. Cleveland Ave
(228) 864-2584

P. O. Box 338
info@fbclb.com

Long Beach, MS 39560
www.fbclb.com



FIRST BAPTIST
Long Beach

Dr. LaRue Stephens, Senior Pastor
Rev. Matthew Gaddy, Worship Pastor
Rev. Thomas VanLandingham,
Associate Pastor of Family Life & Students
Rev. Jeremy Burnham,
Associate Pastor of Discipleship & Outreach

August 12, 2026

Chief Billy Seal
Long Beach Police Department
201 Alexander Road
Long Beach, MS 39560

Dear Chief Billy Seal,

Our church is hosting a Trunk or Treat event for the families of our city. We are respectfully requesting the use of the portable lights from the Police Department at the Town Green on October 25, 2026 from 2:00 – 8:00 p.m. The additional lights would help to illuminate the area for safety purposes. Ryan Ladner can be responsible for the pickup and return of the lights if our request is approved.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me.

Sincerely,

Dr. LaRue Stephens

300 N. Cleveland Ave
(228) 864-2584

P. O. Box 338
info@fbclb.com

Long Beach, MS 39560
www.fbclb.com

Minutes of September 1, 2026
Mayor and Board of Aldermen



Dr. LaRue Stephens, Senior Pastor
Rev. Matthew Gaddy, Worship Pastor
Rev. Thomas VanLandingham,
Associate Pastor of Family Life & Students
Rev. Jeremy Burnham,
Associate Pastor of Discipleship & Outreach

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

Dear Members of the Board of Aldermen:

On behalf of First Baptist Church of Long Beach, I am writing to respectfully request permission to install four temporary banners to promote our community event, the Trunk or Treat, scheduled for Sunday, October 25, 2026.

We request approval to display the banners from September 28, 2026 through October 26, 2026, in the following locations:

- South side of the intersection of Railroad Street and Pineville Road
- Southeast corner of Railroad Street and Cleveland Avenue
- Triangle at Cleveland Avenue and Klondyke Road (positioned low to the ground to avoid interfering with traffic visibility or safety)
- Corner of Beatline Road and Railroad Street

We will ensure full compliance with all city ordinances, sign regulations, and safety standards. The banners will be professionally produced, securely installed, and removed promptly after the event period. Please notify us if additional information is required.

Thank you for considering this request and for your support of community events in Long Beach. We look forward to your response and are happy to provide any further details needed.

Sincerely,

Dr. LaRue Stephens
Senior Pastor First Baptist Church Long Beach, Mississippi

300 N. Cleveland Ave (228) 864 2584	P. O. Box 338 info@fbclb.com	Long Beach, MS 39560 www.fbclb.com
--	---------------------------------	---------------------------------------

Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the request to sell popcorn on City Property during Cruisin the Coast Parade submitted by Jeff Loftus for Boy Scouts Troop 205 as follows:



Long Beach Troop 205 Request to Sell Popcorn

From Jeff Loftus <jeff.loftus@icloud.com>
Date Tue 8/25/2026 10:34 AM
To courtney.cuevas@cityoflongbeachms.com <courtney.cuevas@cityoflongbeachms.com>
Cc Michael Kruk <michaelkruk@icloud.com>; Van Dalsem Pyke <pyke.vandalsem@gmail.com>

Courtney,
On behalf of Troop 205, we are requesting permission to sell popcorn during the day of the Cruising the Coast parade. The same location last year worked well in the area between Library and City Hall near the sidewalk. I believe we packed up before the parade started last year.

Let us know if you have any questions.
Thank you.
Sent from my iPhone

Minutes of September 1, 2026 Mayor and Board of Aldermen

Alderman McCaffrey made motion, seconded by Alderman McGoey, and unanimously carried to approve FY2026 HIDTA Subgrantee Cooperative Agreement for Long Beach Police Department and authorize Mayor to execute same:



**STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS**

SEAN J. TINDELL
COMMISSIONER

PHILLIP POPE
DIRECTOR

April 1, 2026

Chief Billy Seal
Long Beach PD
201 Alexander Rd
Long Beach, MS
39560-5443

Dear Chief Seal:

Congratulations! Enclosed is your FY 2026 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2026 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head and Certification Regarding Lobbying. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure. In addition, enclosed is an Overtime Reimbursement Certification and Vehicle Reimbursement form (Appendix B) to be used when claiming overtime reimbursements.

If you have any questions, please call me at 601-987-1452. We look forward to working with you on this project.

Sincerely,

Tonya Moore, Accounting Director
Mississippi Department of Public Safety
P.O. Box 958
Jackson, MS 39205
601-987-1452
TonyaMoore@dps.ms.gov

Enclosures

POST OFFICE BOX 720519 • BYRAM, MISSISSIPPI 39272-0519 • 601-371-3600 • FAX: 601-354-7527

POST OFFICE BOX 720519 • JACKSON, MISSISSIPPI 39272 • TELEPHONE: 601-371-3600

Minutes of September 1, 2026
Mayor and Board of Aldermen

FEDERAL GRANT NO. G26-GC0003A
MBN GRANT REPT. CT. NO. : _____
DUNS NO. : _____

MEMORANDUM OF AGREEMENT
BETWEEN THE
MISSISSIPPI BUREAU OF NARCOTICS
AND THE
MISSISSIPPI GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
LONG BEACH POLICE DEPARTMENT

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **LONG BEACH POLICE DEPARTMENT** (LEO) shall begin on 01/01/2026 and shall not extend beyond 12/31/26 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$ 52,710 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA). Resource Recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Resource Recipient further acknowledges that they have an affirmative duty to notify MS DPS-MBN of being suspended or debarred from receiving federal grant money. See CFR 180.

Page 1 of 3

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

Tonya Moore, Accounting Director
Mississippi Department of Public Safety
P.O. Box 958
Jackson, MS 39205

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

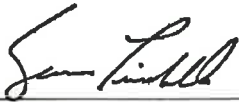
8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when

Page 2 of 3

Minutes of September 1, 2026
Mayor and Board of Aldermen

considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.



Agency Head
Mississippi Department of Public Safety



GENERAL COUNSEL
Mississippi Department of Public Safety



Tony Sauro/ State Director
Mississippi Gulf Coast HIDTA

Law Enforcement Agency Head (LEO)

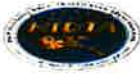
2026 Grant Award and Expenditure Plan

* Expenditure Plan is for the calendar year 2026, and may be comprised of unexpended balances from previous years Awards

Initiative	Award Recipient	Resource Recipient
2026 Grant Award and Expenditure Plan		
* Expenditure Plan is for the calendar year 2026, and may be comprised of unexpended balances from previous years Awards		

Initiative	Award Recipient	Resource Recipient	Line Item	2026 Grant Award	2026 Expenditure Plan *
Mississippi Gulf Coast Border Enforcement Security Task Force					
Mississippi Gulf Coast Border Enforcement Security Task Force	MBN	Long Beach Police Department	Overtime	22,155.00	22,155.00
	MBN-Long Beach Police Department			22,155.00	22,155.00
Tri County Major Investigations Team					
Tri County Major Investigations Team	MBN	Long Beach Police Department	Overtime	22,155.00	22,155.00
Tri County Major Investigations Team	MBN	Long Beach Police Department	Services	8,400.00	8,400.00
	MBN-Long Beach Police Department			30,555.00	30,555.00

DETAILED EXPENDITURE WORKSHEET



Award #:

Period:

From:

To:

Agency:

Initiative:

Code	Description	Amount This Period
PERSONNEL	Regular salary, including vacation and holiday, paid to agency employees	
FRINGE	FICA, Retirement, Health, Life, Dental, Other Fringe Benefits paid in accordance with agency policies	
OVERTIME	Overtime paid to agency employees	
TRAVEL	Operational (Witness interview & Managerial meetings), Seminars, Conferences/Training/Local travel costs, including transportation, lodging, meals, and incidentals	
FACILITIES	Lease of office space, warehouse, and other facilities Facilities-related services, including Utilities (electricity, water, sewer, garbage), Janitorial & Alarm, and Improvements/Upgrades/Maintenance (e.g., repairs, fumigation)	
SERVICES	All lease/rental of equipment (all phones (local/long distance charges), pagers, radios, copiers, vehicles, computers, data lines, audio/visual) Contractual services (Workforce under contract for specific project, Consultants (computer, investigative, litigation), Photo processing) Insurance (planes, vehicles, professional) Repairs/Maintenance (all except facilities) - service agreements Training/Tuition (fees, course-related books & supplies) Training/Tuition (fees, course-related books & supplies)	
EQUIPMENT	Purchase of Equipment (Communications (audio, phones, pagers, radios); Office furniture, computer work stations, computers & accessories, copiers, fax machines, & others); Surveillance (electronics, specialized audio/phone, equip., lens, scopes, night vision, pen register, automatic dialed number recorder); Photo (cameras, lenses, and related equipment); Transportation (vehicles, vans, planes, boats, motorcycles, accessories); Video (video & infrared/night vision cameras and lenses, microwave, monitor, VCR, transmitter, others))	
SUPPLIES	Books, directories, subscription to journals, etc.; Computer software/updates, and supplies (paper, toner, etc.); Vehicle fuel, lubricants, repair parts; Uniforms, safety glasses, riot equip.; Films, office and analytical supplies)	
OTHER COSTS	Purchase of Information/Evidence; Items not covered elsewhere	
		\$ -

Appendix B



3838 North Causeway Boulevard Suite 1900 Metairie, Louisiana 70002 Phone (571) 362-4851 Fax (571) 362-4915

Agency
Address

HIDTA Initiative:
Period From:
To:

Contact Person:

Phone _____

	A	B	C	D	E
Employee Name	OT Hrs. this period	Is the officer eligible for agency overtime? Yes/No	Case Number or DHE Operation Number	OCDDET case? Yes/No	Current claim
TOTALS	0.00				\$0.00
<i>I certify to the best of my knowledge that the above is correct; all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions.</i>					
Signature of Authorized Representative of Requesting Agency			Print name and Title:		Date
Signature of HIDTA Initiative Supervisor			Print name and Title:		Date



High Intensity Drug Trafficking Area

3838 North Causeway Suite 1900 - Metairie, Louisiana 70002 - Phone (504) 840-1400 - Fax (504) 840-1406

VEHICLE ALLOWANCE

AGENCY: _____

GC HIPDA INITIATIVE: _____

GRANT #: _____

MONTH/ YEAR: _____

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GC HIDTA AGENT(S) SEEKING ALLOWANCE:

	Make	Model	Year	VIN:	Beginning/ Ending/ Total driven/ driver's name
1.					0
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0

**Names of full-time Agents Assigned from your department during this reporting period.
(NOTE: List all sworn officers assigned full-time to all GCHIDTA Initiatives).**

1.	_____	Appendix B	14.	_____
2.	_____			
3.	_____			
4.	_____			
5.	_____			
	9.	_____	10.	_____
			15.	_____

AMOUNT CLAIMED:	\$2,100.00
-----------------	------------

Name of Agency Certifying Official

Signature of Employee

Signature of Initiative Supervisor

Signature of State Director

Minutes of September 1, 2026 Mayor and Board of Aldermen

Appendix C

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official

Date

Title

Mayor and Board of Aldermen recognized Pastor Brett Mallette, 6130 Beatline Road, Long Beach, MS 39560 regarding the appeal of building permit for Trinity Pentecostal Tabernacle of Long Beach Church as follows:



P.O. Box 929
201 Jeff Davis Avenue
Long Beach, MS 39560
Phone: 228-863-1556 Fax: 228-8650822
www.cityoflongbeach.ms.gov

Request to be placed on Agenda for Meeting of the Mayor and Board of Aldermen

Name of Person Making Request: Trinity Pentecostal Tabernacle
Address: 6130 Beatline Road Long Beach
Phone: (228) 867-2040 E-mail: majirkebmallette@gmail.com
Name of Person Addressing Mayor & Board: Pastor Brett Mallette
(if different from above)
Detailed Description of Specific Subject Matter (attach a separate page, if needed):
Building Permit - Resolution of drainage requirements

Date of Meeting: 9/1/2026 # of Participants: 2
(Regular meetings are held on the first and third Tuesday of every month at 5:00 p.m.)

***** PLEASE READ CAREFULLY *****

- * Requests and all accompanying documents MUST be filed with the City Clerk no later than 12:00 p.m. the Friday preceding the meeting date.
- * Forms received that are not clear and concise as to subject matter will not be placed on the agenda.
- * Subject matter shall be limited to 10 minutes or as otherwise specified by the Mayor and Board of Aldermen during the course.
- * Items will be placed on the agenda under the appropriate heading as determined by the City Clerk.
- * Upon determination by the City Clerk that the agenda is full, additional items will be placed on the next agenda, even if properly submitted prior to the deadline.
- * The Mayor and Board of Aldermen reserve the right to disallow and/or remove any item from the agenda.
- * Agenda items are subject to change without prior notice.

Accompanying Documents Attached: ☒ yes

Date: 8/21/2026

Signed: Brett Mallette

(person making request)

Minutes of September 1, 2026
Mayor and Board of Aldermen



August 21, 2026

Mayor Tim Pierce
City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 39560

Re: Trinity Pentecostal Tabernacle
Long Beach Drainage Ordinance Exemption

Dear Mayor Pierce:

Trinity Pentecostal Tabernacle of Long Beach is proposing constructing a new building on their Parcel 0511G-02-009.000. Attached is the layout of the proposed improvements. The total impact of the project is 45% of the lot, the total impervious improvements is 12% of the lot, and the property is 1.53 Acres total. The City of Long Beach drainage ordinance Section 174 states it is applicable and shall apply to any non-residential development of less than three acres but having 50% greater impervious surface. This ordinance as stated is an exemption for the Trinity Pentecostal Tabernacle development as it is less than three acres and less than 50% impervious surface. The drainage design for this proposed site has the flow draining into the main ditch and draining towards Canal 2/3, 1,200 linear feet downstream. Imposing the unapplicable drainage ordinance on this church would create a burdensome expense that would be damaging to their construction goals. It is recommended that the drainage exemption be used as intended for this development.

Please feel free to reach out to me at sarah@ccellc.us or 228-396-0486 for any additional information.

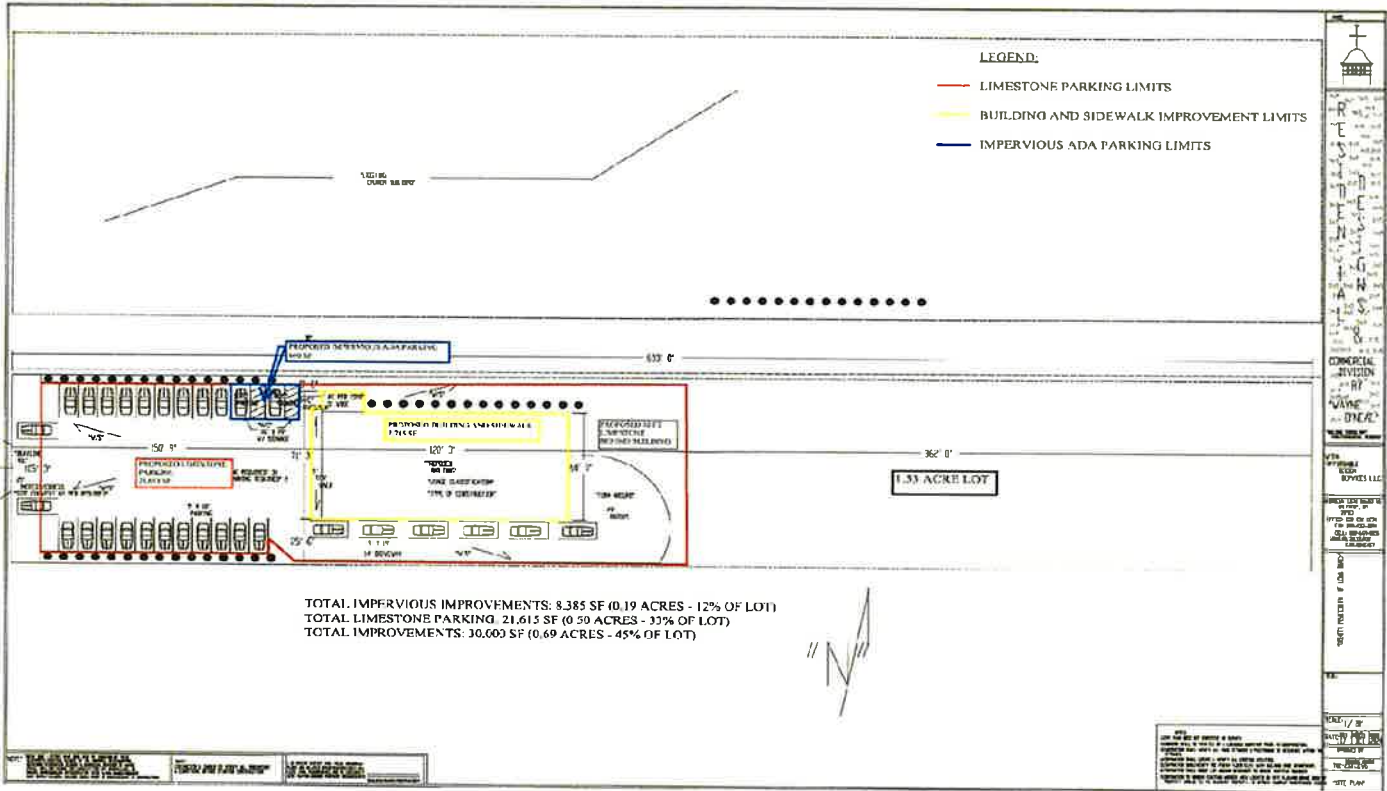
Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Sarah McLellan, P.E.
Project Engineer

Enclosed: Proposed Layout of Trinity Pentecostal of Long Beach

Fax: (228) 396-0487 2300 14th Street Phone: (228) 396-0486
Gulfport, Mississippi 39501



Minutes of September 1, 2026
Mayor and Board of Aldermen

After considerable discussion, Alderman Bennett made motion, seconded by Alderman McGoey, and unanimously carried to approve an exemption from the retention pond requirement for the new construction at the Trinity Pentecostal Tabernacle of Long Beach’s property located at 6146 Beatline Road, Long Beach, MS 39560.

Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to declare an Executive Session for the transaction of public business, to wit: discussion on proposed stipulation related to Long Beach Industrial Park Annexation.

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 Executive Session.

* *

Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to come out of executive session.

* *

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

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the proposed stipulation removing Kux Road from the proposed Long Beach Industrial Park Annexation as submitted and authorize the Mayor to execute same:

Minutes of September 1, 2026
Mayor and Board of Aldermen

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

IN THE MATTER OF THE ENLARGING,
EXTENDING, AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY
OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI

CITY OF LONG BEACH, MISSISSIPPI	PLAINTIFF
VS.	CAUSE NO. 25-1969(2)
CITY OF GULFPORT, MISSISSIPPI and CITY OF PASS CHRISTIAN, MISSISSIPPI	DEFENDANTS

STIPULATION BY THE CITY OF LONG BEACH, MISSISSIPPI

WHEREAS, the City of Long Beach, Mississippi ("Long Beach") has previously filed a Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Long Beach, Harrison County, Mississippi (hereinafter "Long Beach Annexation Petition") in Cause No. 25-1969-JS in the First Judicial District of the Chancery Court of Harrison County, Mississippi;

WHEREAS, Objectors to Long Beach Annexation (hereinafter "Objectors") have objected to the City of Long Beach's Annexation Petition;

WHEREAS, avoidance of unnecessary litigation is in the best interests of the City of Long Beach and Objectors; and

WHEREAS, in an effort to eliminate some of the objections to the City's proposed annexation, the City of Long Beach has agreed to reduce its proposed annexation area to exclude an area designated "Proposed Stipulated Area" in red crosshatch on the map attached hereto as Exhibit "A."

THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City of Long Beach, Mississippi stipulates as follows:

1.

The City of Long Beach stipulates that, as part of Cause No. 25-1969-JS, the City of Long Beach will not seek to annex and will not put on any proof at trial as to the reasonableness of the area marked in red crosshatch and designated "Proposed Stipulated Area" on the map titled "Proposed Stipulated Area Map" dated August 18, 2026, which is attached hereto as Exhibit "A," generally described as follows:

Beginning at the southwest corner of the East Half of the East Half of the Southeast Quarter of Section 16, Township 8 South, Range 12 West, Harrison County, Mississippi, said point being located on the existing corporate limits of the City of Long Beach, Mississippi, as defined by the Judgment Ratifying, Approving, and Confirming Ordinance Number 555 to Enlarge, Extend, and Define the Corporate Limits and Boundaries of the City of Long Beach, Mississippi, In the Matter of the Enlargement of the Corporate Limits and Boundaries of the City of Long Beach, Mississippi, Cause Number 07-00156-1, in the Chancery Court of Harrison County, Mississippi, First Judicial District, entered October 7, 2008, said point being the Point of Beginning;

thence northerly along the west line of the East Half of the East Half of the Southeast Quarter of said Section 16 to the northwest corner thereof;

thence, leaving said existing corporate limits of the City of Long Beach, westerly along the north line of the Southeast Quarter of said Section 16 to the northwest corner thereof;

thence southerly along the west line of the Southeast Quarter of said Section 16 to the southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 16;

thence easterly along the south line of the Northwest Quarter of the Southeast Quarter of said Section 16 to its intersection with the northerly extension of the east line of that portion of the property described in Instrument Number 2025-0009484-D-J1 as the West One-Half of Lots 1, 2, 3, and 4, Block 13, Cox's Subdivision, as recorded in the Office of the Chancery Clerk of Harrison County, Mississippi;

thence southerly along said northerly extension and said east line, and continue along the southerly extension thereof, to its intersection with the south line of said Section 16;

Minutes of September 1, 2026
Mayor and Board of Aldermen

thence easterly along the south line of said Section 16 to the point of beginning.

2.

The City of Long Beach further agrees that it will not offer any proof of a need nor proof of ability to service any area which it has agreed not to annex in this stipulation or proof of any other factor related to reasonableness of the proposed annexation of the area designated as “Proposed Stipulation Area” on the map attached hereto as Exhibit “A.”

Tim Pierce
City of Long Beach, Mississippi
Mayor Tim Pierce

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, and within my jurisdiction, the within named **Mayor Tim Pierce**, who, upon oath, acknowledged to me that he executed the above and foregoing **Stipulation by the City of Long Beach, Mississippi** for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2 day of September, 2026.

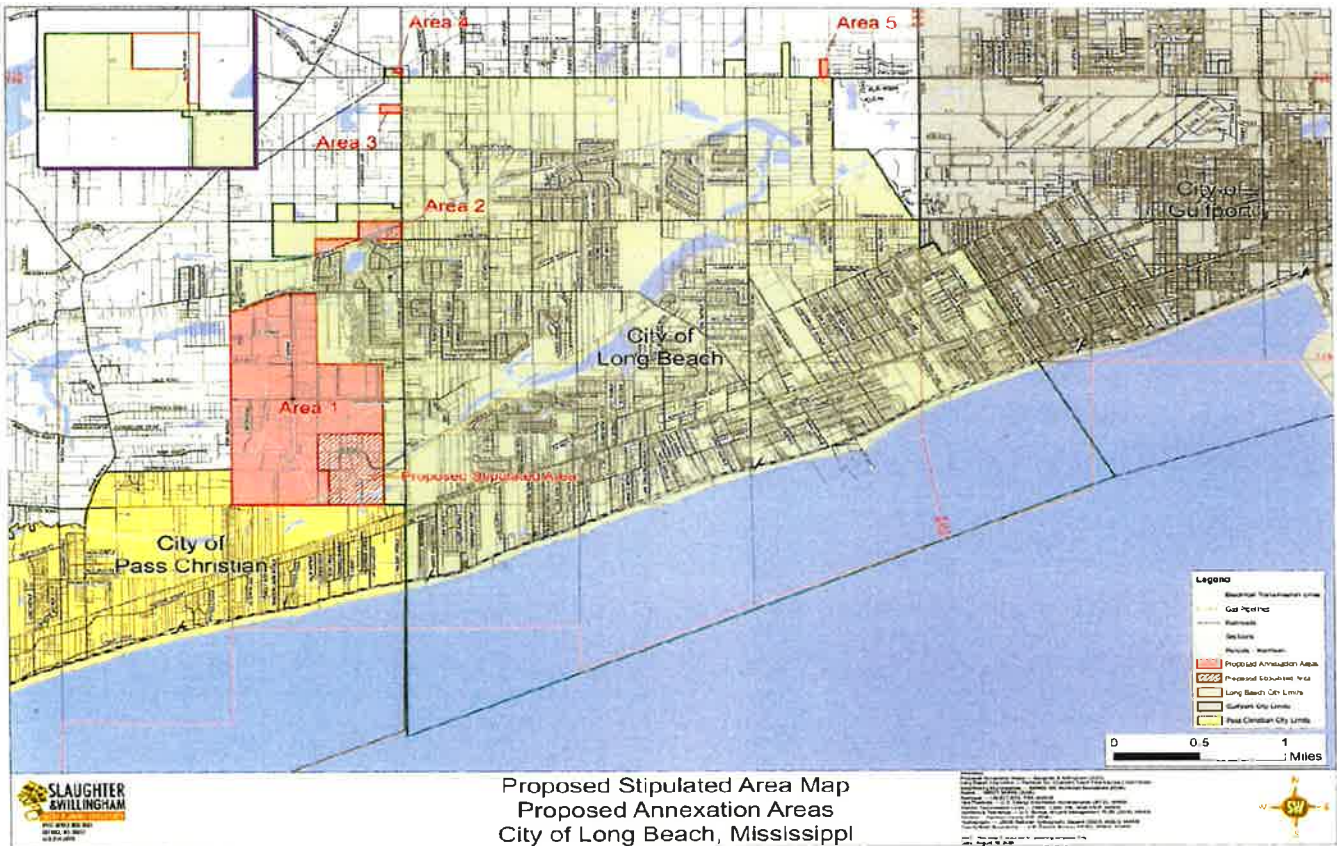
Emma Ward
NOTARY PUBLIC

MY COMMISSION EXPIRES:
June 9, 2029



3 of 3

EXHIBIT “A”



Minutes of September 1, 2026
Mayor and Board of Aldermen

There came on for discussion a Tree Removal Permit submitted by Catherine Holladay that was approved by the Planning and Development Commission on August 13, 2026, however, was denied by the Mayor and Board of Alderman on August 18, 2026. Ms. Holladay began discussion asking the board to reconsider their previous decision. After considerable discussion Alderman McGoey made motion, seconded by Alderman Bennett to deny the appeal.



P.O. Box 929
201 Jeff Davis Avenue
Long Beach, MS 39560
Phone: 228-863-1556 Fax: 228-8630822
cward@longbeachms.gov

Request to be placed on Agenda for Meeting of the Mayor and Board of Aldermen

Name of Person Making Request: Catherine Holladay
Address: 26051 Predazzer Ln., Ste. A, Daphne, AL 36526
Phone: 251-289-6866 E-mail: cholladay@68ventures.com
Name of Person Addressing Mayor & Board: Catherine Holladay
(if different from above)
Detailed Description of Specific Subject Matter(attach a separate page, if needed):
Tree removal permit appeal. Site was able to be accessed by our consultant to review all trees.

Date of Meeting: 9/1/26 # of Participants: 2
(Regular meetings are held on the first and third Tuesday of every month at 5:00 p.m.)

***** PLEASE READ CAREFULLY *****

- * Requests and all accompanying documents MUST be filed with the City Clerk no later than 12:00 p.m. the Friday preceding the meeting date.
- * Forms received that are not clear and concise as to subject matter will not be placed on the agenda.
- * Subject matter shall be limited to 10 minutes or as otherwise specified by the Mayor and Board of Aldermen during the course
- * Items will be placed on the agenda under the appropriate heading as determined by the City Clerk
- * Upon determination by the City Clerk that the agenda is full, additional items will be placed on the next agenda, even if properly submitted prior to the deadline
- * The Mayor and Board of Aldermen reserve the right to disallow and/or remove any item from the agenda.
- * Agenda items are subject to change without prior notice.

Accompanying Documents Attached: ☒ yes ☐ no
Date: 8/24/26 Signed: [Signature]
(person making request)

* *

Upon continued discussion and input from Ms. Catherine Holladay, Alderman McGoey withdrew his original motion, and Alderman Bennett withdrew his second.

* *

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to table the aforementioned tree removal appeal, to allow several Aldermen to meet with the developer on site and determine which trees would need to be removed. A determination for the appeal will be considered at a later date.

Minutes of September 1, 2026
Mayor and Board of Aldermen



CITY OF LONG BEACH, MISSISSIPPI
201 Jeff Davis Avenue
P.O. Box 929
Long Beach, MS 39060
(228) 363-1554
(228) 363-1556 fax

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received _____
Zoning _____
Agenda Date _____
Check Number _____

(Initial on the line that you've read each)

JL Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

JL Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, preserve upon the earth results with one trunk up at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-trunked trunk system with a definitely formed crown

JL Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE 08/04/26

PROPERTY INFORMATION

TAX PARCEL # 1512J-03-024.000 , 1512J-03-025.000

Address of Property Involved 998 Beach Blvd, West

Property owner name KFK Gulf Coast, LLC

Are you the legal owner of the above property? Yes ☐ No ☒ If No, written consent from the owner is needed. Please provide a statement in or to the property _____

Property owner address 1201 Canal St., Suite C-2

Phone No. (504) 585-1535

CONTRACTOR OR APPLICANT INFORMATION

Company Name KIMLEY-HORN

Phone No. (251) 263-8353 Fax _____

Name JARED LANDRY, P.E.

Address 11 N. WATER STREET, STE 9290 MOBILE, AL 36602

PERMIT INFORMATION

Permit for Removal ☒ Trimming _____ Pruning _____

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc. _____
(use separate sheet if needed)

Construction of 49 lot subdivision consisting of
single-family houses, roadway, utilities, and
detention pond

Number of Trees _____

13 Live Oak 0 Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct, that I agree to comply with all applicable codes, ordinances and state laws regulation construction that I am the owner or authorized to act as the owner's agent for the location shown hereon.

Signature [Signature] Date 08/04/26

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT
(Initial on the line that you've read each)

JL TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species; 2) Designate which are diseased or damaged; 3) designate which are endangering any roadway, pavement, or utility line; 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them; 5) designate the trees to be removed and the trees to be maintained; and 5) location of existing and/or proposed structures.

JL PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

JL OWNERSHIP: Please provide a recorded warranty deed.

JL PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees in permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$15.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#104) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor, and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

JL REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed, trees to be of four (4) inches caliper deciduous trees; or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

JL MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

CITY OF LONG BEACH, MS
PROTECTED TREES SURVEY
REPORT

Property:
W. Beach Blvd
Long Beach, Mississippi
Parcel Number: 0512J-03-024.000 & 0512J-03-025.000

Prepared for:
68 V, Paydirt LLC
C/o Cat Holladay
26051 Predazzer Ln. Suite A
Daphne, AL 36526
cholladay@68ventures.com

Prepared by:
UES
3298 Summit Boulevard, Suite 44
Pensacola, Florida 32503
850.435.9367

July 31, 2026



This report contains proprietary, business-confidential, and/or privileged material. The information transmitted by this document is intended only for the recipient and represents the work product of UES Professional Solutions, LLC d/b/a UES, who owns the information and has provided it to the recipient under terms and conditions. The recipient is authorized by UES to transmit this information to others as necessary to accomplish their objectives. That transmission, however, does not obligate UES to interpret or otherwise consult with additional recipients of the substance of this report.

Minutes of September 1, 2026

Mayor and Board of Aldermen

2235, 119 White Harbor
July 31, 2026

UES has completed a "Protected Trees" assessment on the above-referenced site in Harrison County, Mississippi, City of Long Beach based on the requirements detailed in ordinance 655, section 5 (a). The fieldwork for this assessment was conducted by a team of UES ecologists on Wednesday, July 29, 2026. The purpose of the survey was to locate protected trees as defined by City of Long Beach ordinance 655, section 5 (a).

Site assessment was accomplished using appropriately spaced transects to identify protected trees within the inspection boundary. Transect belt sizes depended on the timber density but were no greater than 50 feet. Tree diameter was measured at the "Diameter at Breast Height" (DBH) point – 4 ½ feet above grade - per the International Society of Arborists (ISA) "Simplified Guide to Measuring DBH." The Santa Rosa County Development Services – Planning and Zoning Office's Minor Land Clearing Permit Application references the Land Development Code 4.07.05 Tree Protection requirements, as shown below.

Ordinance 655, section 5 (a) Tree Protection
Protected Trees – The following trees are protected and require a permit for removal.

List of Protected Trees

1. Large Trees at a diameter of eight (18) inches and greater at four and a half (4½) feet above grade:

Common Name	Genus/Species
Southern Magnolia	Magnolia grandiflora
Live Oak	Quercus virginiana
Sand Live Oak	Quercus geminata

Trees that met the criteria for protected tree status were numbered and GPS located using a sub-meter accurate Trimble Geo7x. Additionally, tree species, diameter at breast height (DBH), and whether they were multi-trunk trees were recorded for each protected tree. Each protected tree was flagged with its specific number using orange flagging tape. The approximate location of each identified protected tree is illustrated on the attached **Protected Trees Map**. This map does not constitute a professionally produced survey by a licensed surveyor. The most accurate representation of the location of each protected tree may be obtained by contacting a licensed surveyor.

Results
Based upon our reconnaissance and the protected tree descriptions detailed above, 15 protected trees – comprising 2 species - were found within, or closely upon, the inspection boundary of this site. By species, the 15 protected trees are distributed as follows: 1 sand live oak (*Quercus geminata*), 14 live oak (*Quercus virginiana*). Their DBH values were obtained via measurement with a girthing tape and are listed in **Table 1**. Trees with more than one trunk (multi-trunk) have calculated DBH values derived from the measured DBH values of each stem. The multi-trunk DBH

1985 Cope Ln | Pensacola, FL 32526 | ph 850-944-5555
3298 Summit Boulevard, Suite 44 | Pensacola, Florida 32503 | ph 850-435-9367
teamUES.com

W Beach Blvd

2235, 119 White Harbor
July 31, 2026

values are the square root of the sum of the squared individual DBH values. No heritage or champion trees were observed.

Table 1: White Harbor/West Beach Blvd Protected Tree Inventory

Tree ID	Common Name	Scientific Name	DBH (in)	Comments
1	Southern Live Oak	Quercus virginiana	22.12	multi-trunk
6	Southern Live Oak	Quercus virginiana	26.7	
7	Southern Live Oak	Quercus virginiana	28.8	
8	Southern Live Oak	Quercus virginiana	24	multi-trunk
13	Southern Live Oak	Quercus virginiana	20.5	
18	Southern Live Oak	Quercus virginiana	20.0	
25	Southern Live Oak	Quercus virginiana	24.7	
28	Southern Live Oak	Quercus virginiana	19.3	
32	Southern Live Oak	Quercus virginiana	20.3	
33	Southern Live Oak	Quercus virginiana	32.5	
35	Southern Live Oak	Quercus virginiana	20.1	
43	Southern Live Oak	Quercus virginiana	20.6	
45	Southern Live Oak	Quercus virginiana	21.5	
48	Sand Live Oak	Quercus geminata	22.9	
53	Southern Live Oak	Quercus virginiana	20	

Only trees that meet all requirements for protected tree status have been Included in this tabulation. Non-protected, excluded trees and shrubs exist on this site, but they are not included in the results of this survey. No mitigation is required for their removal. Should any protected trees need to be removed, mitigation may be required. UES suggests that the client contact Harrison County's Planning Office to verify if mitigation for removal or harm to any protected trees may be necessary.

This report presents the best professional judgement of the environmental professional that performed the work. These conclusions are subject to the review and concurrence of county staff.

UES' assessment of the protected trees on the target property is now complete. We look forward to serving you in the future. If you require additional information, assistance, or clarification, please call us at 850.435.9367 or visit <http://www.biome.co/>.

1985 Cope Ln | Pensacola, FL 32526 | ph 850-944-5555
3298 Summit Boulevard, Suite 44 | Pensacola, Florida 32503 | ph 850-435-9367
teamUES.com

W Beach Blvd

Minutes of September 1, 2026
Mayor and Board of Aldermen

2235.119 White Harbor
July 31, 2026

Signature of Environmental Professional
Patrick Magill
Sincerely,
UES

Pat Magill, M.S.
Project Manager – Field Ecologist
UES

Attachment: Protected Trees Map

1985 Cope Ln | Pensacola, FL 32526 | ph 850-944-5555
3298 Summit Boulevard, Suite 44 | Pensacola, Florida 32503 | ph 850-435-9367
teamUES.com

W Beach Blvd



PROTECTED TREES MAP
HARRISON COUNTY
WHITE HARBOR/ W BEACH BLVD
0512J-03-024.000
& 0512J-03-025.000
68 VENTURES

LEGEND
[Red Outline] INSPECTION BOUNDARY
[Yellow Triangle] PROTECTED TREES

2235.119
CBO
7/31/2026
0 50 100
Feet



THIS IS NOT A SURVEY

Minutes of September 1, 2026
Mayor and Board of Aldermen



Tree 01



Tree 06

Minutes of September 1, 2026
Mayor and Board of Aldermen



Tree 07



Tree 08

Minutes of September 1, 2026
Mayor and Board of Aldermen



Tree 13



Tree 18

Minutes of September 1, 2026
Mayor and Board of Aldermen



Tree 25



Tree 27

Minutes of September 1, 2026
Mayor and Board of Aldermen



Tree 32



Tree 33

Minutes of September 1, 2026
Mayor and Board of Aldermen



Tree 35

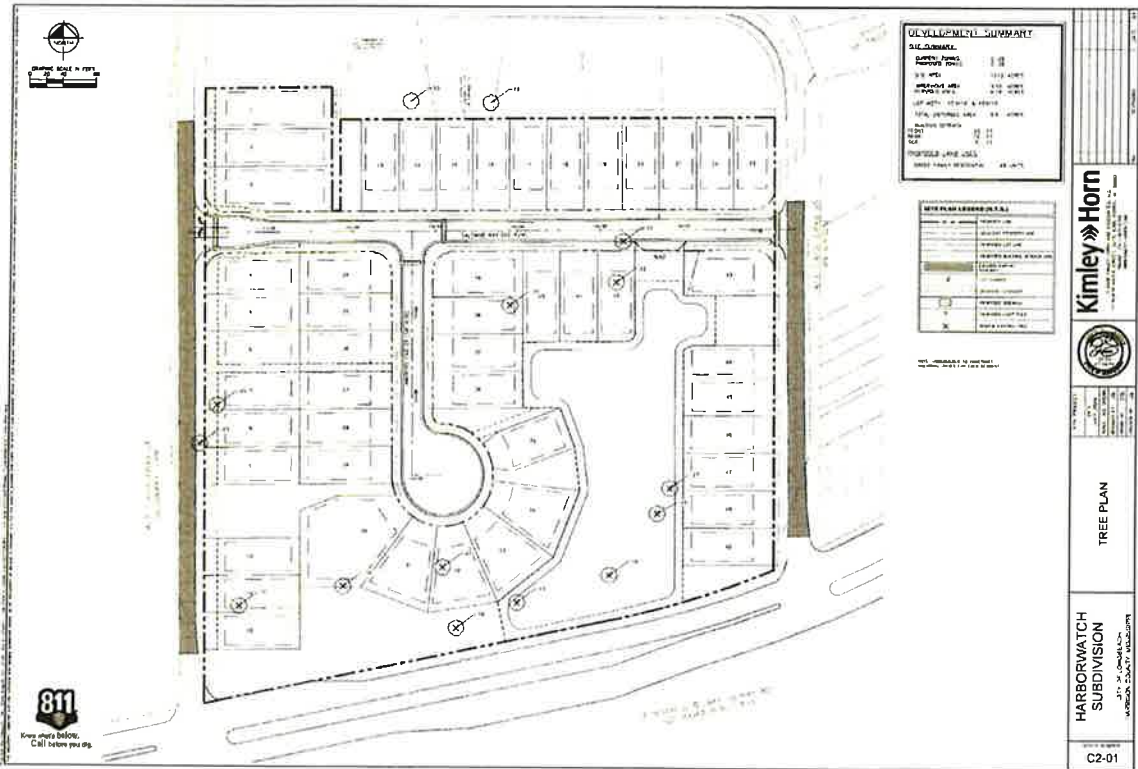


Tree 43

Minutes of September 1, 2026
Mayor and Board of Aldermen



Tree 45



Minutes of September 1, 2026
Mayor and Board of Aldermen



68Venturës

PROPOSED TREE PLANTINGS



- Proposed Removal:
- 13 Trees
- Proposed Retain:
- 2 Trees
- Proposed Plantings:
- 22 Trees



Black Oak or Oak Variety



Maple Variety

Minutes of September 1, 2026
Mayor and Board of Aldermen



Long Beach Board of Aldermen
201 Jeff Davis Ave.
Long Beach, Mississippi 39560

August 27, 2026

Re: Appeal/Request for Reconsideration of Tree Removal Permit Denial - [HarborWatch Subdivision]

Dear Mayor and Members of the Long Beach Board of Aldermen:

We respectfully request reconsideration of the Board's denial of the tree removal permit for HarborWatch - 998 West Beach Blvd. The Planning and Development Commissslon reviewed the application and approved it after considering the supplemental information, site-specific constraints, and testimony presented during its meeting.

We understand and share the City's Interest in preserving protected trees whenever reasonably possible. Our request was not based on convenience or a lack of regard for the City's tree-protection standards. Rather, the requested removals are necessary because of the specific conditions and constraints identified in the materials reviewed by the Planning and Development Commission, including drainage, required infrastructure, access, utility conflicts, grading, and health of the trees. Further, our plat and construction plans are already approved, and include a grading plan showing the removal of these trees.

At the Board meeting, the discussion appears to have been based principally on the Tree Committee's recommendation for denial. The Board did not have the full supplemental record and detailed information that was available to the Planning and Development Commission when it made its decision. As a result, the Board may not have had the benefit of the complete context underlying the Commission's approval.

In particular, the Planning and Development Commission considered:

- Tree survey from UES dated July 31, 2026 following the request of the Planning and Development Commission. Clearing was not required by UES, they were able to adequately access the site to assess the trees without the need to clear. However, we have arranged for bushhogging of the site around the protected trees to occur

26051 Predazzer Ln., Ste. A, Daphne, AL 36526



Monday, August 31, 2026 in an effort to assist with further site access as needed by the Tree Board.

- The new survey identified 15 protected trees, two of which are either very close to or outside the property limits. They were included in the survey due to their proximity to the site and possibility of survey markers being off – UES erred on the side of caution. However, we are not requesting to remove these two trees. We are requesting to remove the 13 trees definitively on the site and within the ROW and grading areas.
- Our grading plan and discussion indicating that the grading on site would add more than 12" of dirt around the bases of any trees that were a possibility to save, resulting in choking these trees out and eventually leading to their demise.
- In addition to minimizing impacts wherever feasible, we have committed to a meaningful replanting plan. The application proposes removal of 13 trees and replacement with 22 new trees, a net increase of 9 trees on the site. This commitment reflects our effort to balance necessary site development constraints with the City's goal of protecting and enhancing its tree canopy; and

We respectfully submit that the question is not whether the project should make every effort to work around protected trees, we have done so and remain committed to minimizing impacts. The relevant question is whether the particular protected trees at issue can reasonably be retained in light of the complete site conditions and grading requirements. The Planning and Zoning Commission, after reviewing the full record, concluded that the permit should be approved.

Accordingly, we ask the Board to reconsider its decision after reviewing the complete record considered by the Planning and Zoning Commission. We would welcome the opportunity to provide the supplemental materials, explain the alternatives evaluated, and answer any questions regarding the necessity of the requested removals and the measures proposed to minimize and mitigate impacts.

We respectfully request that this matter be placed on the agenda for reconsideration at the Board's next available meeting, or that the Board otherwise provide an appropriate appeal or review process. We believe a decision based on the complete record, including the alternatives evaluated, the specific site constraints, and the commitment to replace 13 removed trees with 22 new trees, demonstrates that the requested permit is the most

26051 Predazzer Ln., Ste. A, Daphne, AL 36526

Minutes of September 1, 2026
Mayor and Board of Aldermen



practical and responsible approach while advancing the City’s tree-preservation objectives.

Thank you for your time and consideration.

Respectfully,

Cat Holladay
Operations Manager, 68 Ventures, LLC
26051 Predazzer Ln, Ste A
Daphne, AL 36526
251-289-6866
cholladay@68ventures.com

Attachments Included to Consider:

- Tree removal application submitted to Planning and Development.
- Tree survey completed by UES
- Photographs identifying each requested removal.
- Tree removal plan showing the 13 trees to be removed.
- Site plan showing boundaries, protected-tree locations, grading, drainage, access, and proposed improvements.
- A replanting and mitigation plan providing for 22 replacement trees for the 13 trees requested for removal, resulting in a net increase of 9 trees on the site.

26051 Predazzer Ln., Ste. A, Daphne, AL 36526

*

*

The Mayor and Board did advise Ms. Holladay that they would like to have no more than 3 Alderman at one time meet at the property to look at all the trees and try to find a solution so that the project can move forward.

At the request of Nicole Masters, discussion began on the status, design, and impact of the proposed North-South Corridor. Ms. Masters spoke to many points in regard to the proposed project. No action was required or taken.

Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve amendment #6 to the Agreement Between City of Long Beach and AnderCorp, LLC. on Long Beach Improvements as follows:

Minutes of September 1, 2026
Mayor and Board of Aldermen

AMENDMENT NUMBER 6 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND ANDERCORP, LLC
LONG BEACH IMPROVEMENTS

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

Description:

- 1. Amend Section 11.1.2 to state the following:
Construction Phase Services shall be provided on a "per project" basis with prior authorization from the Owner. Construction Phase Services shall be billed at 5.0% for General Conditions/reimbursable costs based on the Cost of Construction, plus a Construction Manager's Fee of 5.0% of the Cost of the Work.

The Construction Manager's General Conditions/reimbursable costs shall be based upon the Cost of the Work established at the time the project is authorized to proceed and shall not thereafter be reduced as a result of deductive Change Orders, Construction Change Directives, value engineering, deletion of Work, scope reductions, or any other subsequent reduction in the Cost of the Work or Contract Sum. The Construction Manager shall remain entitled to its General Conditions/reimbursable costs attributable to Work that are subsequently deleted or reduced.

Compensation:

- 1. AnderCorp is authorized to proceed with Construction Manager's Additional Services as stipulated in the original Agreement, Per Section 4.2, for General/Miscellaneous City-Wide Construction Project(s) ~~support for Calendar Year 2025 and 2026~~, with a Not to Exceed amount of \$25,000.00.
- 2. Southeastern Bulkhead repairs. Construction value of \$2,891,821.12. AnderCorp's compensation will be adjusted to a not to exceed 2.5% (\$72,286.95) General Conditions/reimbursable costs on the Cost of Construction plus 2.5% (\$72,295.53) fee of the Cost of the Work in lieu of the fee structure proposed in the September 1st AIA C132-2019 Agreement. - **CLOSED OUT.**
- 3. Eastern Bulkhead repairs. Construction value of \$4,527,502.03. AnderCorp's compensation will be adjusted to a not to exceed 2.5% (\$112,958.52) General Conditions/reimbursable costs on the Cost of Construction plus 2.5% (\$113,187.55) fee of the Cost of the Work in lieu of the fee structure proposed in the September 1st AIA C132-2019 Agreement. - **CLOSED OUT.**
- 4. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Gateway Phase II Project.
- 5. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Southern Quay Project.
- 6. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Inner Bulkhead Project.
- 7. AnderCorp is authorized to proceed with full Construction Management services, based on the hourly rates in Exhibit B for the Harbor Repairs project, to comply with provisions of the RFQ, namely page 3, paragraph 3, sentence 2.
- 8. AnderCorp is authorized to proceed with the Construction Manager's Additional Services, as outlined in Section 4.2 of the original Agreement, for Project Feasibility and Planning Support. These services shall be performed on a not-to-exceed basis of \$ 50,000.00, in accordance with the hourly rates specified in Exhibit C – AnderCorp Rates.
- 9. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Electrical Platforms Project.
- 10. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Western Jetty Hardening Project.
- 11. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Northwest Bulkhead Project.
- 12. *AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Gateway Phase III project.*
- 13. *AnderCorp is authorized to proceed with full Construction Management services, based on the hourly rates in Exhibit B for the Northern Bulkhead project, to comply with provisions of the RFQ, namely page 3, paragraph 3, sentence 2.*

Description:

- 1. Per Section 11.5 of the Contract between AnderCorp, LLC (Construction Manager) and the City of Long Beach (Owner), The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
 - a. Revised Exhibit A – Billable Rate Schedule – 2026 Rates
 - b. Exhibit B - Harbor Repairs - Billable Rate Schedule
 - c. Exhibit C – AnderCorp Rates

Minutes of September 1, 2026
Mayor and Board of Aldermen

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the agreement between the City of Long Beach and the Humane Society of South Mississippi and authorize the Mayor to execute same:

State of Mississippi
City of Long Beach

AGREEMENT

The Agreement made on this day and entered into by and between the undersigned, the CITY OF Long Beach, MISSISSIPPI, a municipal corporation, and the HUMANE SOCIETY of SOUTH MISSISSIPPI, Inc, a non-profit corporation, which will be known as HSSM for the entirety of this Agreement, do hereby mutually agree as follows:

- 1) ANIMAL SHELTER SERVICES. In furtherance of animal control in the City of Long Beach, Mississippi the HSSM agrees to accept animals properly delivered by an Animal Control Officer or an appointed official of the City of Long Beach, or a public community member that has a stray animal found in the city limits of Long Beach, at its shelter located at 2615 25th Ave, Gulfport MS, 39501, as provided in this Agreement, during business hours. Business hours for animal delivery are Monday through Sunday from 8am - 5pm. HSSM will provide contact information for intake on Thanksgiving, Christmas, and New Years Day. In accordance with the Mississippi State Animal Welfare Laws, the HSSM agrees to hold these animals and provide them with shelter, care, food, and water.

At the conclusion of the herein described holding period, the HSSM, further agrees to provide adoption services for said animals and if necessary, at the sole discretion of the HSSM, to provide humane euthanasia service and sanitary disposal of remains as needed in accordance with the Mississippi State Animal Welfare Laws.

- 2) DELIVERY OF ANIMALS. The City of Long Beach, Mississippi agrees to deliver animals to the Humane Society of South MS, Inc, in such a manner that its Animal Control Officer or appointed official of the City of Long Beach, physically transports the animal to the shelter located at 2615 25th Ave, Gulfport MS, 39501, and further place the animal into cages, pens, or other containment areas as directed by the shelter staff during business hours. HSSM has a 300-animal housing capacity limit. Based on staffing, adoptions, foster, and transport ability, HSSM reserves the right to refuse intakes beyond the 300-animal housing capacity limits. HSSM will notify the City of Long Beach in writing with a twenty-four-hour notice once capacity is reached. The City of Long Beach further agrees that its Animal Control Officer or appointed official of the City of Long Beach shall assist and otherwise cooperate to the fullest extent with the shelter staff of HSSM during these deliveries to facilitate the transfer of said animals. The City of Long Beach shall also ensure that any vehicle used to transport an animal confirmed or suspected to be infected with parvovirus or panleukopenia is disinfected by HSSM before the vehicle is used to transport any additional animals to HSSM.

- 3) PAYMENT. As compensation for such services, the City of Long Beach shall pay to HSSM the annual sum of \$3,740.04, payable in twelve (12) monthly installments of \$311.67; payable by the first of each month during the term of this Agreement. This Agreement comprises a maximum of 18 animals per contract year at large brought in from the City of Long Beach. Any animal at large brought in after the maximum of 18 animals per year is met will be billed to the City of Long Beach as a supplementary expense to the monthly payment Agreement. The expense for this service is \$207.78 per animal during the term of this Agreement. HSSM shall bill the City of Long Beach monthly and payment shall be made within 30 days of monthly billing by HSSM and shall be in arrears (e.g., payment for September services shall be due at the end of October.) Payments shall be delivered to 2615 25th Ave, Gulfport MS, 39501.

- 4) TERM. The term of this Agreement commences October 1st 2026, and continues until September 30, 2027. The City of Long Beach reserves the right to terminate the Agreement upon sixty (60) days written notice to HSSM. HSSM also reserves the right to terminate this Agreement upon sixty (60) days written notice to the City of Long Beach.

- 5) RENEWAL OF AGREEMENT. Provided that the City of Long Beach is not in default under the terms of this Agreement, the City of Long Beach shall have the option to renew this Agreement for up to two (2) consecutive renewal terms which renewal periods will consist of (1) year each. In order for the City of Long Beach to exercise this option to renew, the City of Long Beach must provide written notice of its intent to renew this Agreement to HSSM at the address provided in this Agreement at least (60) days prior to the termination of the primary Agreement.

- A) Should the City of Long Beach fail to provide HSSM with such notice, the Agreement shall expire and be of no further force or effect.
B) Should the City of Long Beach exercise its initial option to renew this Agreement for the first (1) year renewal period, the City of Long Beach must provide HSSM with an additional written notice to exercise the 2nd (1) year renewal.

- 6) BITE/COURT ANIMALS.

- A. Bite Animals. HSSM agrees to accept from the Animal Control Officer or appointed official of the City of Long Beach for those animals alleged to have bitten a person, as provided in this Agreement. For every such animal delivered, the City of Long Beach agrees to deliver to HSSM at 2615 25th Ave, Gulfport, MS 39501, a police report describing the bite incident and known owner information within forty-eight (48) hours of delivery of the animal. HSSM will hold said animals for a period of not more than ten (10) days after which time the bite case shall have been resolved or the impounding agency shall take charge of the care of the animal.

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- B. Court Animals. Those animals that are ordered by a court of law to be held and/ or seized by the City of Long Beach will be accepted by IISSM for Animal Control Officers or appointed officials of the City of Long Beach as provided in this Agreement. For every such animal delivered, the City of Long Beach agrees to provide, within forty-eight (48) hours, a pertinent court documentation evidencing the court's intent to hold, seize, or otherwise retain said animal. If no documentation is provided within the above guidelines, the disposition of the animal is left to the sole discretion of the IISSM. HSSM requires prior written notice if five (5) or more animals from the same case are to be delivered at one time. Electronic mail is an acceptable means of providing written notice. HSSM may hold any such animal for a period of not more than forty (40) days after which time the court case shall have been resolved or the impounding animal control agency shall take charge of the animal.
- C. Limitations. It is understood and agreed that HSSM will accept care for the maximum of twenty-two (22) bite or court case animals at one time from all agencies, municipalities, or other entities serviced by HSSM. Once the maximum number of bite/court cases is achieved, IISSM agrees to provide the City of Long Beach with written notice of the same which advises that no further bite/court case animals will be accepted for care from any entity serviced by HSSM and the City of Long Beach agrees to comply with said notice until otherwise directed by HSSM. Disposition of unclaimed animals after the required holding period is left to the sole discretion of IISSM.
- D. Medical Evaluation. IISSM and the City of Long Beach mutually understand and agree that medical evaluation of the animals described in Paragraph 6 herein is not the responsibility of HSSM, but at its sole discretion, IISSM may render necessary medical treatment as prescribed by a licensed veterinarian to any such animal in order to relieve pain, sickness, and/or extreme discomfort. The parties further agree that all fees, costs, or other charges associated with such treatment shall be paid solely by the City of Long Beach in addition to the compensation set forth in Paragraph 3 herein above.
- E. Additional Fees. In addition to all other amounts described in this Agreement, the City of Long Beach shall pay HSSM the sum of Fifteen and 00/100 Dollars (\$15.00) per animal, per day, plus any medical expenses deemed necessary by the attending veterinarian for the protection of public health and animal welfare, for any animal held pursuant to Paragraph 6 of this Agreement.
Bite animals shall be handled in accordance with applicable Mississippi law. A dog or cat involved in a bite incident shall be subject to the required ten (10) day quarantine period unless euthanasia and rabies testing are requested or otherwise authorized in lieu of quarantine as permitted by law.
If a bite animal is surrendered, the City of Long Beach shall be responsible for all costs associated with the required quarantine or rabies testing, as applicable, and any necessary medical treatment, unless the animal is reclaimed by its owner, in which case the owner shall be responsible for such cost prior to the release of the animal.

If the Animal Control Agency requests a forensic necropsy or medical evaluation of an animal, the HSSM veterinarian may perform such services at the agency's request at a rate of One Hundred and 00/100 Dollars (\$100.00) per hour, which shall be billed to the City of Long Beach. If the Animal Control Agency requests euthanasia, decapitation, and rabies testing of a bite animal, the IISSM veterinarian may perform such services at a fee of Three Hundred and 00/100 Dollars (\$300.00). All such requests must be submitted to IISSM in writing prior to the performance of the requested services.

- F. Billing. Invoices for any additional amounts to be paid by the City of Long Beach as described in Paragraph 6 herein will be submitted monthly by IISSM and any amounts due and owing shall be paid to HSSM at 2615 25th Ave, Gulfport MS, 39501 within thirty (30) days of receipt of each invoice.
- 7) MASS INTAKES. In the event of a mass seizure, mass owner surrender, or mass intake of stray animals from the same location (five (5) or more animals) within a two (2) week period, ordered, conducted, or requested by the City of Long Beach, the City agrees to make prior arrangements and to pay for the additional humane containment and care of those animals due to the need for additional labor, supplies, medical care, and resources. HSSM requires prior written notice if five (5) or more animals from the same incident, case, or location are to be delivered at one time. Electronic mail is an acceptable means of providing written notice. IISSM may accept these animals at its sole discretion based on available space and resources. HSSM agrees to use its best efforts to assist the City of Long Beach with such mass intakes. If HSSM agrees to assist, the City of Long Beach shall reimburse HSSM in an amount not to exceed the actual costs incurred by HSSM. Nothing in this paragraph shall be construed to prohibit the City of Long Beach from housing or holding such animals at a location other than IISSM.
- 8) MEDICAL CARE.
- A. The City of Long Beach understands and acknowledges that IISSM is unable to provide emergency veterinary care of animals twenty-four (24) hours per day, seven (7) days per week. HSSM's daily veterinary care hours are Monday - Friday, 7:30am-4:00pm. The City of Long Beach understands and agrees that no animal which is injured, suffering, or is otherwise in need of emergency veterinary care shall be brought by the City of Long Beach to IISSM or any other temporary shelter after 4:00pm on Monday - Friday or anytime Saturday or Sunday. During those times the City of Long Beach shall be solely responsible for providing life saving, emergency veterinary care for said animals prior to delivery of any such animal to HSSM. Failure to comply with this Paragraph will be cause for unilateral termination of this Agreement by HSSM. The City of Long Beach shall pay for required, urgent, and emergency veterinary services rendered to an animal, during the requisite holding period, delivered to IISSM and held by HSSM pursuant to this Agreement. The City of Long Beach is responsible for recouping these fees from the animal's original owner.

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B. During HSSM's regular veterinary intake hours, animals requiring medical care should be presented to HSSM as outlined above in this Agreement. Outside of those hours, if an animal requires immediate medical attention, the municipality may utilize HSSM's Urgent Care Veterinary Services at a discounted rate, when available, or will seek treatment through another emergency veterinary facility. Urgent Care services are subject to staff availability, patient capacity, and medical triage. HSSM's Urgent Care Clinic is not a 24-hour emergency hospital and is not available at all times or to all types of emergencies.

By transporting an animal to HSSM Urgent Care, the municipality acknowledges and accepts responsibility for all applicable Urgent Care charges. Billing for Urgent Care services will be conducted monthly in arrears, with invoices issued for services provided during the preceding calendar month. Payment is due within thirty (30) days of the invoice date.

- 9) DISPOSITION OF ANIMALS/CONFIDENTIALITY. Upon acceptance of an animal by HSSM pursuant to this Agreement, all decisions regarding the care and disposition of the animal shall be made solely by HSSM. The City of Long Beach, including its elected officials, employees, agents, and Animal Control Officers, shall not disclose the status or disposition of any animal or the identity or personal information of any adopter, foster caregiver, owner, rescue partner, transport partner, or other HSSM client to any third party without the prior written consent of HSSM, except as required by law. Likewise, HSSM shall not disclose confidential information of the City of Long Beach without the City's prior written consent, except as required by law.

- 10) DEFAULT. Any nonpayment of material breach of any provision of this Agreement, by either party, shall be deemed a default of this Agreement. In the event of default, the nonbreaching party may suspend this Agreement until the default is cured by providing the breaching party with written notice of the same. If the nonbreaching party fails to cure its default within thirty (30) days of the date of said notice, this Agreement may be deemed terminated. All costs and expenses, including reasonable attorney's fees incurred in the enforcement of this paragraph or any other provision of this Agreement shall be borne by the breaching party.

- 11) INDEMNIFICATION AND SUPPORT. To the extent allowed by law, the City of Long Beach agrees to indemnify and hold harmless HSSM and/or volunteers, employees, Board of Directors, officers, successors and assigns, from any responsibility for the liability resulting from the physical condition and / or actions of the transported and delivered by the City of Long Beach and/or its agents, employees, Officers, or officials pursuant to this Agreement both during the holding period and after their release, if any and/or from and against any responsibility or liability, including without limitations, lawsuits, claims, demands, and causes of actions resulting from or in any way arising out of acts or omissions of the City of Long Beach, and/or its agents, employees, or officials relating to the capture, seizure, transporting of delivery of said animals to HSSM or any other act or omission occurring while said animals are in the custody or control of the City of Long Beach.

HSSM agrees to indemnify and hold the City of Long Beach, and/or agents, employees, officers, and officials harmless from and against any responsibility or liability, including without limitations, lawsuits, claims, demands, and causes of actions resulting from or in any way arising out of acts or omissions of HSSM, and/or its agents, volunteers, employees, Board of Directors, officers, successors, and assigns, including, but not limited to those involving the condition of HSSM's facilities or any animals kept or detained there disposition of any animals by the way of adoption, return to owner, euthanasia, or otherwise.

- 12) COMPLIANCE WITH GOVERNING LAWS/INDEPENDENT CONTRACTORS. HSSM agrees that it and its agents, volunteers, Board of Directors, officers, and officials shall comply with the laws and regulations which may govern or otherwise pertain to any of the services or activities that the HSSM is to perform as set out in this Agreement. It is further acknowledged and understood that HSSM and its agents, employees, servants, officers, and officials and all others provide service in connection with this Agreement are not employees or servants of the City of Long Beach or in any joint venture, partnership, or corporate business, or agency relationship with the City of Long Beach but instead are solely independent contractors.

- 13) ENTIRE AGREEMENT: AMENDMENTS. The instant Agreement constitutes the entire Agreement of the parties and supersedes and cancels all previous written or oral Agreements between HSSM and the City of Long Beach. This Agreement may not be amended, supplemented or modified except by a written document signed by authorized representatives of both parties.

- 14) SEVERABILITY. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the unenforceability or validity or the remainder of the Agreement.

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- 15) GOVERNING LAW. The parties acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.
- 16) NOTICES /POINTS OF CONTACT. All notices described herein, whether the same are required to be in writing or otherwise, shall be provided to the following:

To the City of Long Beach
City of Long Beach
Attn: Mayor Tim Pierce
PO Box 6519
Long Beach, MS 39540

To HSSM
Humane Society of South MS
Attn: Lori West, Chief Executive Officer
2615 25th Ave
Gulfport, MS 39501

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed by the undersigned duly authorized representatives, this the 2 day of September, 2026.

ATTEST

CITY OF Long Beach, Mississippi


ATTEST

HUMANE SOCIETY OF SOUTH MISSISSIPPI

Alderman Bennett made motion, seconded by Alderman Frazer, and unanimously carried to approve the request to purchase the Northwest ¼ of plot 313 in the Long Beach Cemetery submitted by Mr. Jerry Levens. The area will be sold at a 25% reduced rate due to the trees in the area and the plots are not able to be used. The deed will stipulate that there are tree roots and the plots are not usable for burials.

At the request of Mr. Joseph Thompson, discussion began on surveillance cameras within the City of Long Beach. Mr. Thompson spoke to the issue. No action was required or taken.

At the request of Alderman Giuffria, discussion began on flock cameras or LPR, License Plate Readers. Alderman Giuffria stated that he had questions and proposed a list to Police Chief Seal to gain some insight into the LPR. After much discussion, Alderman Giuffria made motion, seconded by Alderman McCaffrey, and unanimously carried to direct Chief Seal to respond with as much detail as possible to the questions and report back to the Board.

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the Mutual Aid Agreement between the Naval

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Construction Battalion Center Gulfport and Long Beach Fire Department and authorize the Mayor to execute same:

NCBC
11320
Ser N30/
xx Aug 2026

N62604-26-16674

MUTUAL AID AGREEMENT BETWEEN COMMANDING OFFICER NAVAL CONSTRUCTION BATTALION CENTER GULFPORT AND LONG BEACH FIRE DEPARTMENT FOR THE PROVISION OF FIRE FIGHTING ASSISTANCE

Subj: MUTUAL AID AGREEMENT

This is a Mutual Aid Agreement (MAA) between Naval Construction Battalion Center (NCBC) and the Long Beach Fire Department (LBFD). When referred to collectively, NCBC and the LBFD are referred to as the "Parties".

1. Purpose. Each of the Parties hereto maintains equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions, and
2. Authorities. The Parties hereto desire to prevent the loss of life and property by providing mutual emergency response capabilities that are available in their respective jurisdictions, and
3. Background. The lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to an emergency incident is feasible, and
4. Responsibilities of the Parties

a. It is the policy of the DON and the Installation Commanding Officer, to enter into a MAA with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable, and the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to prevent the loss of life and property within the civilian community and NCBC and outlying installations and facilities.

b. Pursuant to 42 U.S.C. §1856a, DoDI 6055.06, and OPNAVINST 11320.23H, the Parties enter into a MAA to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events within the scope of services provided by each department.

Subj: MUTUAL AID AGREEMENT

c. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at an emergency scene, may request assistance under the terms of this Agreement from the other Party's Fire Department, whenever it deems necessary to make such a request.

d. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement will be accomplished in accordance with detailed operational plans and procedures, which will be developed by each of the Parties. The technical heads of each Party's Fire Department will work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

(1) The senior officer on duty of the Party receiving a request for assistance will take the following actions:

(a) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance

(b) Per the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the mission of the Party providing such resources.

(2) The senior officer of the Party requesting assistance will normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

(3) The Parties Agree to the use of each entities radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.

e. The rendering of assistance under the terms of this Agreement will not be mandatory.

(1) The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

(2) Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the

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other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local laws each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred providing fire protection services to the other Party in response to a request for assistance.

g. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

h. Independent of, and in addition to, any provisions of this Agreement, NCBC, is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoW installation, when in the opinion of the installation commander, the assistance is in the best interest of the U.S. 42 U.S.C. §§ 5121-5206; DoD 3025.1-M.

i. Training.

(1) Whenever either Party hosts fire protection training ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").

(2) The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.

(3) The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

(4) This Agreement is entered into voluntarily by both Parties.

(5) The Guest Department is responsible for ensuring that its members observe all training rules, regulations, and guidelines provided by the Host Department. Neither Party will hold the other Party liable or at fault for damage or injury incurred during joint training activities.

(6) The Host Department reserves the right to deny training to any member who does not meet the prerequisites necessary to attend the training under the terms of this Agreement.

5. Execution of this Mutual Aid Agreement

a. This MAA will become effective upon the date of the last signature to this Agreement, and will remain in full force and effect no more than 5 years from the effective date, extendable to 10 years with all parties approval, or until cancelled by mutual agreement of the Parties, or upon the provision of at least 60 days advance written notice from either Party desiring to

Subj: MUTUAL AID AGREEMENT

terminate this Agreement. Upon becoming effective, this Agreement will supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

b. The parties hereto have made and executed this to the agreement on the respective dates under each signature. Long Beach, MS through its governing body signing by and through its signing official authorized to execute same by governing body action on the ___ day of August, 2026 and the DON signing by and through the Commanding Officer, Naval Construction Battalion Center Gulfport duly authorized to execute same on the ___ day of August, 2026.

 8/21/2026
Griff Skellie Date
Fire Chief, Long Beach Fire Department
Long Beach, MS

Christopher Gerwick Date
Fire Chief, NCBC Gulfport F&ES
Gulfport, MS

 9-1-26
Tim Pierce Date
Mayor
Long Beach, MS

Kate L. Metten Date
Captain, CHC, U.S. Navy
NCBC Gulfport

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Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve and authorize Mayor to execute the contracts for the Long Beach Small Craft Harbor Electrical Platforms as follows with the verification of insurance:



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

August 28, 2026

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

RE: **Authorize Contracts
Long Beach Small Craft Harbor – Electrical Platforms**

Ladies and Gentlemen:

At the time of writing this document, the City has awarded the referenced Contract to J.E. Borries and the contract documents have been sent to Borries for their execution and return, per the attached blank contract. We do not yet have the partially executed contract documents along with the Contractor's bonds and insurance documents back, but we expect them very soon. As soon as we have them in-hand and review them, we will provide them to the City for consideration and execution.

Since this project is now directly in the critical path for opening the Harbor for public use, we suggest that the City review the attached blank contract and authorize the Mayor to execute the documents once received from the Contractor. This action may have been covered by the Contract award actions taken at the last meeting, but we believe the separate action noted herein may make the Board's will very clear.

We appreciate your direction in this matter.

Sincerely,

David Ball, P.E.

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

This Agreement is by and between City of Long Beach, MS ("Owner") and J.E. Borries, 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: Construct platforms for electrical components including driven prestressed concrete piles, cast in place concrete cap, pre-cast concrete steel, steel frame and stairs, metal decking, metal roof and cement fiber façade. Install electrical components and connect distribution power to new components.

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 – Electrical Platforms

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 {date}, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before {date}.~~
- 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 240 days after the date when the Contract Time commences to run.

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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 \$830.00 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 \$830.00 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.

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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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, eight hundred thirty thousand, eight hundred ninety five dollars and 00 cents
\$2,830,895.00

(words)

(numerals)

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 (2½%). 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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Minutes of September 1, 2026 Mayor and Board of Aldermen

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 22 sheets with each sheet bearing the following general title: **Long Beach Harbor – Electrical Platforms.**
 8. Addenda (numbers 1 to 5, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **None**
 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 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

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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 9-2-24, 2026 (which is the Effective Date of the Contract).

Owner: City of Long Beach (typed or printed name of organization)	Contractor: J. E. Borries, Inc. (typed or printed name of organization)
By: <u>[Signature]</u> (individual's signature)	By: _____ (individual's signature)
Date: <u>9-2-24</u> (date signed)	Date: _____ (date signed)
Name: Timothy I. Pierce (typed or printed)	Name: Jason Borries (typed or printed)
Title: Mayor (typed or printed)	Title: President (typed or printed)
Attest: _____ (individual's signature)	Attest: _____ (individual's signature)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Address for giving notices: P.O. Box 929 Long Beach, MS 39560	Address for giving notices: 2816 Front Street Pascagoula, MS 39567
Designated Representative: Name: David Ball, P.E. (typed or printed)	Designated Representative: Name: Stuart Jones (typed or printed)
Title: Project Engineer (typed or printed)	Title: Vice President, Project Manager (typed or printed)
Address: 123 S. Jeff Davis Ave. Long Beach, MS 39560	Address: Per above
Phone: 228-967-7137	Phone: 228-239-6867
Email: david@overstreeteng.com (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.)	Email: jeborries@gmail.com
	License No.: 09360-MC (where applicable)
	State: MS

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Alderman Frazer made motion, seconded by Alderman Bennett, and unanimously carried to approve the recommendation of the Fire Chief and Insurance Committee Chairman Griff Skellie to continue our Employee Insurance Benefit Package for FY26/27 as follows:



August 28, 2026
RE: Employee Insurance Benefit Package FY 26/27
Dear Mayor and Board of Aldermen,

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

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

The aforesaid recommendations are within our departmental budgets for the Fiscal Year 2026/2027.

Thanking you in advance for your consideration in this matter,
Sincerely,

[Signature]
Chief Griff Skellie
Insurance Committee Chairman

**Minutes of September 1, 2026
Mayor and Board of Aldermen**

During discussion under Departmental Business, Mayor Pierce asked the Board to consider the recommendation from Mississippi Power for Trane to give a full analysis of the air conditioning system at City Hall. After some discussion, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve Trane to conduct a comprehensive analysis of the City Hall air condition system at a cost not to exceed \$6,000.

*

Mayor Pierce also asked that the Board consider changing the cut-off date of the Board agenda from the Friday prior to the meeting to the Thursday prior to the next regular scheduled meeting. Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve changing the cut of day and time of the agenda to Thursday prior to the next regular schedule meeting at 12:00 p.m.

There were no Departmental Reports from the following Department Heads:

- Harbor

City Clerk Emma Ward presented the Mayor and Board copies of the June and July Revenue Expense Reports; Whereupon, Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to acknowledge the receipt of June 2026 and July 2026 Revenue Expense Reports.

Fire Chief Griff Skellie presented the Mayor and Board with Fire Department stats for the month of August.

Police Chief Billy Seal presented the Mayor and Board with Police Department stats for the month of August.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to accept the project closeout documents and recommendations of final acceptance of the Willow Creek Pump Station Improvements as follows and authorize the Mayor to execute same:

Minutes of September 1, 2026
Mayor and Board of Aldermen



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

August 28, 2026

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

RE: Project Closeout Documents & Recommendation of Final Acceptance
Willow Creek Pump Station Improvements

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. The following project closeout documents are included:

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

The final change order reflects a slight decrease in the total project cost, primarily due to final field-measured quantities, and pay item adjustments identified during construction. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

Change Order
No. 2 (Summary)

Date of Issuance: 8/20/2026		Effective Date: 9/1/2026	
Project: Willow Creek Pump Station Improvements		Owner: City of Long Beach	
Contract: JLB Contractors, LLC		Owner's Contract No.: 425-1-SW-5.6	
		Date of Contract: 5/12/2026	
		Engineer's Project No.: 1416	

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

Description:

- 1. Correction of "scribner's error" in CO #1. Original bid prices were incorrect from contract amount.
- 2. Adjust contract quantities to conform with final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price: \$168,100.00		Original Contract Times: ☐ Working Days ☐ Calendar days	
(Increase) In Contract Price from previous Change Orders No. 1 In No. 1 \$8,875.68		Substantial completion (days or date): 8/21/2026	
Contract Price prior to this Change Order: \$176,975.68		Ready for final payment (days or date):	
(Decrease) In Contract Price due to this Change Order: (\$20,435.00)		Change In Contract Time from previous Change Orders No. 1 to No. 1	
Revised Contract Price incorporating this Change Order: \$156,540.68		Substantial completion (days or date):	
		Ready for final payment (days or date):	
		Contract Times prior to this Change Order: 8/21/2026	
		Substantial completion (days or date):	
		Ready for final payment (days or date):	
		Change In Contract Time due to this Change Order:	
		Substantial completion (days or date):	
		Ready for final payment (days or date):	
		Contract Times incorporating this Change Order:	
		Substantial completion (days or date): 8/21/2026	
		Ready for final payment (days or date):	

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By:	By:
Date: 08/21/2026	Date: 08/21/2026	Date: 09/02/2026

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ATTACHMENT TO CHANGE ORDER NUMBER				2 (Summary)			PROJECT NO.		1416
NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	BASE BID								
10-A	INCUBILIZATION	1	L.S.	\$17,500.00	\$17,500.00		\$0.00	1	\$17,500.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	40	L.F.	\$50.00	\$2,000.00	(36)	(\$3,240.00)	4	\$360.00
200-B	DUCTILE IRON FITTINGS	1	TDN	\$10,500.00	\$10,500.00	(1)	(\$10,395.00)	0	\$105.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$4,500.00	\$4,500.00		\$0.00	1	\$4,500.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$11,500.00	\$11,500.00		\$0.00	1	\$11,500.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$15,500.00	\$15,500.00		\$0.00	1	\$15,500.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$80,000.00	\$80,000.00		\$0.00	1	\$80,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$9,500.00	\$9,500.00		\$0.00	1	\$9,500.00
210-E	SKIM COAT INTERIOR SURFACE	20	S.F.	\$250.00	\$5,000.00	(20)	(\$5,000.00)	0	\$0.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$100.00	\$1,000.00	(8)	(\$800.00)	2	\$200.00
500-B	SELECT SANDY BACKFILL	10	C.Y.	\$50.00	\$500.00	(10)	(\$500.00)	0	\$0.00
500-C	GEOTEXTILE FABRIC	10	S.Y.	\$50.00	\$500.00	(10)	(\$500.00)	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
CO1-1	SCADA INSTALLATION	1	L.S.	\$4,263.05	\$4,263.05		\$0.00	1	\$4,263.05
CO1-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$4,612.63	\$4,612.63		\$0.00	1	\$4,612.63
TOTAL CHANGE ORDER AMOUNTS					\$176,975.68		(\$20,435.00)		\$156,540.68

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Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 1 (Final)

TO: CITY OF LONG BEACH (OWNER)
Contract for: WILLOW CREEK PUMP STATION IMPROVEMENTS Dated: 5/18/2026

OWNER'S Project No.: 425-1-SW-5.6 ENGINEER'S Project No.: 1416
For work accomplished through the date of: 8/18/2026

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	UNIT/FEET	QUANTITY	AMOUNT	QUANTITY	AMOUNT
COMPLETED WORK					\$156,540.68
STORED MATERIALS					\$0.00
TOTAL					\$156,540.68
(Orig. Contract)					\$168,100.00
CO1					\$8,875.68
CO2					(\$20,435.00)

Accompanying Documentation:

GROSS AMOUNT DUE	\$ 156,540.68
LESS 0% RETAINAGE	\$ 0.00
AMOUNT DUE TO DATE	\$ 156,540.68
LESS PREVIOUS PAYMENTS	\$ 0.00
AMOUNT DUE THIS APPLICATION	\$ 156,540.68

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

JLB Contractors, LLC
21294 Johnson Rd.
Long Beach, MS 39560
Vendor #7631
CONTRACTOR

Dated: 08/21, 2026

By:

ENGINEER'S Recommendation:

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

Dated: 08/21, 2026

Overstreet & Associates, PLLC
ENGINEER

By:

ATTACHMENT TO PAY ESTIMATE NO.

1 (Final)

PROJECT NO. 1416

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT	PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	BASE BID										
10-A	MOBILIZATION	1	L.S.	\$ 17,500.00	\$17,500.00		\$0.00	1	\$17,500.00	1	\$17,500.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	4	L.F.	\$ 30.00	\$360.00		\$0.00	4	\$360.00	4	\$360.00
200-B	DUCTILE IRON FITTINGS	0.01	TON	\$105,000.00	\$1,050.00		\$0.00	0.01	\$105,000.00	0.01	\$105,000.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA	\$ 4,500.00	\$4,500.00		\$0.00	1	\$4,500.00	1	\$4,500.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$11,500.00	\$11,500.00		\$0.00	1	\$11,500.00	1	\$11,500.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$16,500.00	\$16,500.00		\$0.00	1	\$16,500.00	1	\$16,500.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$80,000.00	\$80,000.00		\$0.00	1	\$80,000.00	1	\$80,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$9,500.00	\$9,500.00		\$0.00	1	\$9,500.00	1	\$9,500.00
210-E	SKIM COAT INTERIOR SURFACE	0	S.F.	\$250.00	\$0.00		\$0.00	0	\$0.00	0	\$0.00
300-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	2	C.Y.	\$100.00	\$200.00		\$0.00	2	\$200.00	2	\$200.00
300-B	SELECT SANDY BACKFILL	0	C.Y.	\$0.00	\$0.00		\$0.00	0	\$0.00	0	\$0.00
300-C	GEOTEXTILE FABRIC	0	S.Y.	\$0.00	\$0.00		\$0.00	0	\$0.00	0	\$0.00
310-A	MISCELLANEOUS SITE WORK	1	L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00	1	\$2,500.00
320-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00	1	\$2,500.00
330-A	STORMWATER MANAGEMENT	1	L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00	1	\$2,500.00
CO1-1	SCADA INSTALLATION	1	L.S.	\$4,263.05	\$4,263.05		\$0.00	1	\$4,263.05	1	\$4,263.05
CO2-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$4,612.63	\$4,612.63		\$0.00	1	\$4,612.63	1	\$4,612.63
TOTAL BASE BID					\$156,540.68		\$0.00		\$156,540.68		\$156,540.68

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

TO: (Owner) City of Long Beach ENGINEER'S PROJECT NO. 1416
CONTRACT FOR Entire Project
CONTRACT DATE 05/18/2026

PROJECT Willow Creek Pump Station Improvements

State of MISSISSIPPI
County of HANCOCK

The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that, JLB Contractors, LLC he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR JLB Contractors, LLC
(Address) 21294 Johnson Rd., Long Beach, MS 39560
BY: Kyle J. Cassagne, Co-Owner
Subscribed and sworn to before me this 18th day of August, 2026.

Notary Public Sharon J. Boulet
My Commission Expires 02/28/2027

2026
SHARON J. BOULET
NOTARY PUBLIC
MISSISSIPPI
COMMISSION EXPIRES 02/28/2027

Minutes of September 1, 2026
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2026

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 Pkwy Ste 300
Ridgeland MS 39157

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

CONTACT
NAME: Emily Murphy
PHONE (A/C No, Ext): 801-863-3122
E-MAIL: emily_murphy@ajg.com
ADDRESS: emily_murphy@ajg.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Bridgefield Casualty Insurance Company
INSURER B: FCCI Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
10335
10178

COVERAGES

CERTIFICATE NUMBER: 659086135

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	ADOL SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		CPP10009520500	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee benefit \$ 1,000,000
D	☐ AUTOMOBILE LIABILITY ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA10009520600	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		196-51554	9/14/2025	9/14/2026	☒ 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
B	Cargo/Truckers Contractors Equipment-Leased/Rent Installation Coverage		CPP10009520500	9/14/2025	9/14/2026	Limit \$150,000 Per Item Deductible \$525,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - At Each Job Site Location: \$1,000,000.00; At Each Temporary Storage Location: \$1,000,000.00; At All Covered Locations Combined - \$2,000,000.00; In Transit - \$100,000.00 - Deductible: \$1,000.00
Kyle Cassagne and Johnathon Damiens are Excluded
Project: Willow Creek Pump Station Improvements

Certificate Holder and others are listed as additional insured on all policies except Work Comp when required by written contract. Waiver of subrogation applies when required by written contract. Umbrella policy is follow form.
Members Kyle Cassagne and Johnathon Damiens are excluded from Workers Comp coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
P.O. Box 929
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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2026

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 Pkwy Ste 300
Ridgeland MS 39157

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

CONTACT
NAME: Emily Murphy
PHONE (A/C No, Ext): 801-863-3122
E-MAIL: emily_murphy@ajg.com
ADDRESS: emily_murphy@ajg.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Bridgefield Casualty Insurance Company
INSURER B: FCCI Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
10335
10178

COVERAGES

CERTIFICATE NUMBER: 205823985

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	ADOL SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		CPP10009520500	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee benefit \$ 1,000,000
D	☐ AUTOMOBILE LIABILITY ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA10009520600	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		188-51554	9/14/2025	9/14/2026	☒ 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
B	Cargo/Truckers Contractors Equipment-Leased/Rent Installation Coverage		CPP10009520500	9/14/2025	9/14/2026	Limit \$150,000 Per Item Deductible \$525,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - At Each Job Site Location: \$1,000,000.00; At Each Temporary Storage Location: \$1,000,000.00; At All Covered Locations Combined - \$2,000,000.00; In Transit - \$100,000.00 - Deductible: \$1,000.00
Kyle Cassagne and Johnathon Damiens are Excluded
Project: Willow Creek Pump Station Improvements

Certificate Holder and others are listed as additional insured on all policies except Work Comp when required by written contract. Waiver of subrogation applies when required by written contract. Umbrella policy is follow form.
Members Kyle Cassagne and Johnathon Damiens are excluded from Workers Comp coverage.

CERTIFICATE HOLDER

CANCELLATION

Overstreet & Associates, PLLC
181 Lamouse St., Suite 203
Biloxi MS 39530
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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ACORD 25 (2016/03)

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M.B. 113
09.01.26 Regular

Minutes of September 1, 2026
Mayor and Board of Aldermen

CONSENT OF SURETY
TO FINAL PAYMENT

AIA Document G707

PRF9448280

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: City of Long Beach
(Name and Address) 201 Jeff Davis Ave
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Willow Creek Pump Station
Improvements

PROJECT: Willow Creek Pump Station Improvements
(Name and Address)

CONTRACT DATED: 05/18/2026

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

, SURETY,

on bond of
(Insert name and address of Contractor)

JLB Contractors, LLC
21294 Johnson Rd
Long Beach, MS 39560

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 24, 2026
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland
(Surety)

(Signature of Authorized Representative)

Attorney-in-fact - John G. Raines
(Title)

Attest:
(Seal):



AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT • 1991 EDITION AIA
C 1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASH-
INGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copy-
right laws and will subject the violator to legal prosecution

G707-1994

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY
OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of
authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full
force and effect on the date hereof, do hereby nominate, constitute, and appoint Sherrill Ann KELLEY, David R. ROBERTSON, John G. RAINES, Kelli
E. BURNUM, Tammy D. VERNON of Ridgeland, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and
on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these
present, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the
regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the
FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH
AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, this 28th day of July, A.D. 2025.



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

Christopher Nolan

By: Christopher Nolan
Vice President

Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher
Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who
executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposited and saith, that he/she is the said officer of
the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and
the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genavieve M. Malson

Genavieve M. Malson
Notary Public
My Commission Expires January 27, 2029



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

Minutes of September 1, 2026
Mayor and Board of Aldermen

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of August 2026



MJ Peihlek

Mary Jean Peihlek
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@zurichna.com
800-626-1577

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Willow Creek Pump Station Improvements

DATE OF ISSUANCE August 18, 2026

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR JLB Contractors, LLC

ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER

And To JLB Contractors, LLC
CONTRACTOR

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

August 18, 2026

DATE OF SUBSTANTIAL COMPLETION

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

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

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 8/26 2026
Overstreet & Associates, PLLC
ENGINEER

By: [Signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 18 2026
JLB Contractors, LLC
CONTRACTOR

By: [Signature]

OWNER accepts this Certificate of Substantial Completion on 08/26 26
City of Long Beach
OWNER

By: [Signature] Mayor Pro Tempe
(Authorized Signature)

Willow Creek Pump Station Improvements

PUNCHLIST

August 17, 2026

- 1. Install hatch for lockable wet well.
- 2. Establish grass.
- 3. Relocate cables on hooks.
- 4. Install hooks for lifting chain.
- 5. Fill void on wet well top transition.
- 6. Plug holes on electrical structures.
- 7. Grout infiltration inside wet well.
- 8. Remove debris throughout the site.
- 9. Fill sinkhole east of wet well.
- 10. Grout bottom of valve vault to drain.
- 11. Secure vent to wet well top.
- 12. Bolt wet well top secure.
- 13. Remedy exposed copper wire on various panels.
- 14. Secure conduit to electrical panels.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to accept the project closeout documents and recommendations of final acceptance of the Johnson Road and Beatline Road Pump Station Improvements as follows and authorize the Mayor to execute same:

Minutes of September 1, 2026
Mayor and Board of Aldermen



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

August 28, 2026

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

RE: Project Closeout Documents & Recommendation of Final Acceptance
Johnson and Beatline Pump Station Improvements

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. The following project closeout documents are included:

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

The final change order reflects a slight decrease in the total project cost, primarily due to final field-measured quantities, and pay item adjustments identified during construction. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

Change Order
No. 2 (Summary)

Date of Issuance: 8/20/2026		Effective Date: 9/1/2026	
Project:	Owner: City of Long Beach	Owner's Contract No.:	425-1-SW-S.6
Contract:	Johnson & Beatline Pump Station Improvements	Date of Contract:	5/12/2026
Contractors:	JLB Contractors, LLC	Engineer's Project No.:	1414

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

Description:

1. Adjust contract quantities to conform with final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working Days ☐ Calendar days
\$154,400.00	Substantial completion (days or date): 8/21/2026
(Increase) in Contract Price from previous Change Orders No. 1 to No. 1	Ready for final payment (days or date):
\$8,875.68	Change In Contract Time from previous Change Orders No. 1 to No. 1
Contract Price prior to this Change Order:	Substantial completion (days or date): 8/21/2026
\$163,275.68	Ready for final payment (days or date):
(Decrease) in Contract Price due to this Change Order:	Change In Contract Time due to this Change Order:
(\$19,875.00)	Substantial completion (days or date):
Revised Contract Price Incorporating this Change Order:	Ready for final payment (days or date):
\$143,400.68	Contract Times Incorporating this Change Order:
	Substantial completion (days or date): 8/21/2026
	Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By:	By:
Date: 08/21/2026	Date: 08/21/2026	Date: 09/02/26

Minutes of September 1, 2026
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER			2 (Summary)			PROJECT NO. 1414		
NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
10-A	MOBILIZATION	1	L.S.	\$17,500.00				\$17,500.00
20D-A	8" DUCTILE IRON SEWER FORCE MAIN	40	L.F.	\$85.00		\$0.00		\$510.00
70D-R	DUCTILE IRON FITTINGS	1	TON	\$10,500.00	(44)	(\$2,890.00)	6	\$510.00
20D-C	LOCATE & EXHUM FORCE MAIN TO EXISTING FORCE MAIN	1	EAL	\$3,500.00	(0.97)	(\$10,185.00)	0.03	\$315.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$8,500.00		\$0.00		\$8,500.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$14,500.00		\$0.00		\$14,500.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$73,000.00		\$0.00		\$73,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$5,000.00		\$0.00		\$5,000.00
210-E	SKIM COAT INTERIOR SURFACE	20	S.F.	\$250.00	(20)	(\$5,000.00)	0	\$0.00
50D-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$100.00		\$0.00		\$1,000.00
50D-B	SELECT SANDY BACKFILL	10	C.Y.	\$50.00	(8)	(\$400.00)	2	\$200.00
50D-C	GEOTEXTILE FABRIC	10	C.Y.	\$50.00	(10)	(\$500.00)	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$2,500.00		\$0.00		\$2,500.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$2,500.00		\$0.00		\$2,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$2,500.00		\$0.00		\$2,500.00
701-1	SCADA INSTALLATION	1	L.S.	\$4,261.00		\$0.00		\$4,261.00
701-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$4,612.68		\$0.00		\$4,612.68
TOTAL CHANGE ORDER AMOUNTS				\$168,275.68		(\$19,875.00)		\$148,400.68

APPLICATION FOR PAYMENT NO. 2 (Final)

TO: CITY OF LONG BEACH (OWNER)
Contract for: JOHNSON & BEATLINE PUMP STATION IMPROVEMENTS Dated: 5/12/2026

OWNER'S Project No.: 425-1-SW-5.6 ENGINEER'S Project No.: 1414
For work accomplished through the date of: 8/17/2026

ITEM		CONTRACTOR'S Schedule of Values			Work Completed	
		Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK						\$143,400.68
STORED MATERIALS						\$0.00
TOTAL:						\$143,400.68
(Orig. Contract)						
CO1						
CO2 Summary						

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 143,400.68
	LESS 0% RETAINAGE	\$ 0.00
	AMOUNT DUE TO DATE	\$ 143,400.68
	LESS PREVIOUS PAYMENTS	\$ 124,473.75
	AMOUNT DUE THIS APPLICATION	\$ 18,926.93

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

JLB Contractors, LLC
21294 Johnson Rd.
Long Beach, MS 39560
Vendor #7631
CONTRACTOR

Dated: 08/21, 2026

By:

ENGINEER'S Recommendation:

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

Dated: 08/21, 2026

Overstreet & Associates, PLLC
ENGINEER

By:

Minutes of September 1, 2026
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO.

2 (Final)

PROJECT NO 1414

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BASE BID										
10-A	MOBILIZATION	1	L.S.	\$ 17,500.00						
230-A	4" DUCTILE IRON SEWER FORCE MAIN	6	L.F.	\$ 85.00	\$17,500.00	1		\$17,500.00		
230-B	DUCTILE IRON FITTINGS				\$510.00	6		\$510.00		
230-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	0.23	TON	\$ 10,500.00	\$211.00	0.03		\$315.00		
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$ 8,500.00	\$3,500.00	1		\$1,500.00		
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$ 8,500.00	\$8,500.00	1		\$3,500.00		
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$ 14,500.00	\$14,500.00	1		\$14,500.00		
210-D	PUMP STATION - SITE WORK	1	L.S.	\$ 22,500.00	\$73,000.00	1		\$73,000.00		
210-E	SGM COAT INTERIOR SURFACE	1	L.S.	\$ 9,000.00	\$9,000.00	1		\$9,000.00		
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	0	S.F.	\$ 250.00	\$0.00	0		\$0.00		
500-B	SELECT SANDY BACKFILL	2	C.Y.	\$ 160.00	\$200.00	2		\$200.00		
500-C	GEOTEXTILE FABRIC	0	C.Y.	\$ 50.00	\$0.00	0		\$0.00		
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$ 2,500.00	\$2,500.00	0		\$0.00		
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 2,500.00	\$2,500.00	0		\$2,500.00		
530-A	STORMWATER MANAGEMENT	1	L.S.	\$ 2,500.00	\$2,500.00	0		\$2,500.00		
CD1-1	SCADA INSTALLATION	1	L.S.	\$ 4,263.05	\$4,263.05	0		\$4,263.05		
CD1-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$ 4,612.63	\$4,612.63	0		\$4,612.63		
TOTAL BASE BID				\$143,400.68			\$131,025.00	\$12,375.68		\$143,400.68

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2026

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 Pkwy Ste 300
Ridgeland MS 39157

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

JLBCONT-01

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

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

INSURER A: Bridgefield Casualty Insurance Company
INSURER B: FCCI Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
10335
10178

COVERAGES

CERTIFICATE NUMBER: 1450919231

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
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		CPP10009520500	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒		CA10009520600	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB ☒ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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		196-51554	9/14/2025	9/14/2026	☒ 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
B	Cargo Trailer Interchange Leased/Rented Equip		CPP10009520500	9/14/2025	9/14/2026	\$150,000 Limit \$30,000 Limit \$400,000 Limit \$1,000 Deductible \$1,000 Deductible \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - \$1,500,000 Limit; In Transit - \$100,000.00; Deductible: \$1,000.00
Kyle Casagagne and Johnathon Damlens are Excluded
Pollution Liability - \$500,000 Limit
Project: Johnson and Beatline Pump Station Improvements
Certificate Holder and others are listed as additional insured on all policies except Work Comp when required by written contract. Waiver of subrogation applies See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

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M.B. 113
09.01.26 Regular

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PRF9448277

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Johnson and Beatline Pump Station
Improvements
CONTRACT DATED: 05/12/2026

AIA DOCUMENT G707, CONSENT OF SUBMITTEE TO FINAL PAYMENT, 1994 EDITION. AIA © 1994. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

Q307-1894

Minutes of September 1, 2026 Mayor and Board of Aldermen

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sherrill Ann KELLEY, David R. ROBERTSON, John G. RAINES, Keith E. BURNUM, Tammy D. VERNON of Ridgeland, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2025.



By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Nelson
Genevieve M. Nelson
Notary Public
My Commission Expires January 27, 2028



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of August 2026



Mary Jean Bethick
Mary Jean Bethick
Vice President

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

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

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

Minutes of September 1, 2026
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Johnson and Beallne Pump Station Improvements

DATE OF ISSUANCE August 17, 2026

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR JLB Contractors, LLC ENGINEER Overstreet & Associates, PLLC,

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

Entire Project

TO City of Long Beach
OWNER

And To JLB Contractors, LLC
CONTRACTOR

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

August 17, 2026
DATE OF SUBSTANTIAL COMPLETION

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

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

Page 1 of 2

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 8/26/2026
Overstreet & Associates, PLLC.
ENGINEER
By: [Signature] (Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 17, 2026
JLB Contractors, LLC
CONTRACTOR
By: [Signature]

OWNER accepts this Certificate of Substantial Completion on 08/26/26
City of Long Beach
OWNER
By: [Signature] Mayor P. Ca. Tempe (Authorized Signature)

Page 2 of 2

Minutes of September 1, 2026
Mayor and Board of Aldermen

Johnson and Beatline Pump Station Improvements

PUNCHLIST
August 17, 2026

- 1. Install hooks for lifting chains.
- 2. Grout second joint in wet well.
- 3. Grout new conduit penetration inside wet well.
- 4. Cap old conduit.
- 5. Secure Vent to wet well top.
- 6. Install a hinge for a lock on the wet well top.
- 7. Remedy holes in electrical structures to avoid infiltration.
- 8. Install hooks for motor wiring.
- 9. Strap ground wire to power pole.
- 10. Cut conduit back in the wet well.
- 11. Clean debris throughout site.
- 12. Install standoff bracket for SCADA.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to accept the project closeout documents and recommendations of final acceptance of the Alexander and Railroad Pump Station Improvements as follows and authorize the Mayor to execute same:



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

August 28, 2026

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

RE: Project Closeout Documents & Recommendation of Final Acceptance
Alexander and Railroad Pump Station Improvements

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. The following project closeout documents are included:

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

The final change order reflects a slight decrease in the total project cost, primarily due to final field-measured quantities, and pay item adjustments identified during construction. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,



David Ball, P.E.

Minutes of September 1, 2026
Mayor and Board of Aldermen

Change Order
No. 2 (Summary)

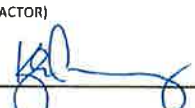
Date of Issuance:	8/20/2026	Effective Date:	9/1/2026
Project:	Owner: City of Long Beach	Owner's Contract No.:	425-1-SW-5.6
Contract:	Willow Creek Pump Station Improvements	Date of Contract:	5/12/2026
Contractor:	JLB Contractors, LLC	Engineer's Project No.:	1416

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

Description:
1. Correction of "scrivner's error" in CO #1. Original bid prices were incorrect from contract amount.
2. Adjust contract quantities to conform with final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working Days ☐ Calendar days
\$168,100.00	Substantial completion (days or date): 8/21/2026
(Increase) In Contract Price from previous Change Orders No. 1 to No. 1	Ready for final payment (days or date):
\$8,875.68	Change In Contract Time from previous Change Orders No. 1 to No. 1
Contract Price prior to this Change Order:	Substantial completion (days or date):
\$176,975.68	Ready for final payment (days or date):
(Decrease) In Contract Price due to this Change Order:	Contract Times prior to this Change Order:
(\$20,435.00)	Substantial completion (days or date): 8/21/2026
Revised Contract Price Incorporating this Change Order:	Ready for final payment (days or date):
\$156,540.68	Change in Contract Time due to this Change Order:
	Substantial completion (days or date):
	Ready for final payment (days or date):
	Contract Times Incorporating this Change Order:
	Substantial completion (days or date): 8/21/2026
	Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: 	By: 	By: 
Date: 08/21/2026	Date: 08/21/2026	Date: 09/02/26

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

1 of 2

ATTACHMENT TO CHANGE ORDER NUMBER				2 (Summary)				PROJECT NO.			
								1415			
NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT			
10-A	MOBILIZATION	1	L.S.	\$20,000.00							
200-A	4" DUCTILE IRON SEWER FORCE MAIN	30	L.F.	\$1,000.00		\$0.00	1	\$20,000.00			
200-B	DUCTILE IRON FITTINGS	2	TOY	\$10,500.00	(39)	(\$1,900.00)	41	\$4,100.00			
200-C	LOCATE & CONFLICT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$4,500.00	(1,952)	(\$20,456.00)	0.048	\$504.00			
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$9,500.00		\$0.00	1	\$4,500.00			
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$13,500.00		\$0.00	1	\$9,500.00			
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$105,000.00		\$0.00	1	\$13,500.00			
210-D	PUMP STATION - SITE WORK	1	L.S.	\$12,500.00		\$0.00	1	\$105,000.00			
210-E	3K M COAT INTERIOR SURFACE	20	S.F.	\$750.00		\$0.00	1	\$12,500.00			
220-A	SEWER MANHOLE	1	EA.	\$6,500.00	(20)	(\$5,000.00)	0	\$0.00			
302-A	ADJUST WATER/SEWER MAIN (6" DIA. AND SMALLER)	1	EA.	\$7,500.00		\$0.00	1	\$6,500.00			
302-B	ADJUST WATER/SEWER MAIN (8" - 10" DIA.)	1	EA.	\$8,500.00	(1)	(\$7,500.00)	0	\$0.00			
302-C	ADJUST WATER/SEWER MAIN (12" DIA. AND LARGER)	1	EA.	\$9,500.00	(1)	(\$9,500.00)	0	\$0.00			
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	50	C.Y.	\$1,000.00	(48)	(\$4,800.00)	2	\$200.00			
500-B	SELECT SANDY BACKFILL	50	C.Y.	\$25.00	(52)	(\$1,300.00)	0	\$0.00			
500-C	GEOTEXTILE FABRIC	110	S.Y.	\$15.00	(110)	(\$1,650.00)	0	\$0.00			
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$2,500.00		\$0.00	1	\$2,500.00			
510-B	MILL EXISTING ASPHALT PAVEMENT	542	S.Y.	\$21.00	(22)	(\$462.00)	518	\$10,878.00			
510-C	6" LIVESTONE ROAD BASE	110	S.Y.	\$40.00	(28)	(\$1,120.00)	82	\$3,280.00			
510-D	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	60	TONS	\$225.00	(6)	(\$1,320.00)	52	\$11,670.75			
510-E	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	20	TONS	\$125.00		\$0.00	24	\$3,000.00			
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$15,000.00		\$0.00	1	\$15,000.00			
530-A	STORMWATER MANAGEMENT	1	L.S.	\$2,500.00		\$0.00	1	\$2,500.00			
CO1-1	SCADA INSTALLATION	1	L.S.	\$4,769.05		\$0.00	1	\$4,769.05			
CO1-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$4,512.63		\$0.00	1	\$4,512.63			
TOTAL CHANGE ORDER AMOUNTS				\$301,515.68		(\$65,107.25)		\$236,408.43			

Minutes of September 1, 2026
Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 2 (Final)

TO: CITY OF LONG BEACH (OWNER)
Contract for: ALEXANDER & RAY PUMP STATION IMPROVEMENTS Dated: 5/12/2026
OWNER'S Project No.: 425-1-SW-5.6 ENGINEER'S Project No.: 1415
For work accomplished through the date of: 8/17/2026
CURRENT CONTRACT AMOUNT: \$236,408.43

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$236,408.43
STORED MATERIALS					\$0.00
TOTAL	\$236,408.43				\$236,408.43
(Orig. Contract)	\$292,640.00				
CO1	\$8,875.68				
CO2 (Summary)	(\$65,107.25)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 236,408.43
	LESS 0% RETAINAGE	\$ 0.00
	AMOUNT DUE TO DATE	\$ 236,408.43
	LESS PREVIOUS PAYMENTS	\$ 166,320.30
	AMOUNT DUE THIS APPLICATION	\$ 70,088.13

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

JLB Contractors, LLC
21294 Johnson Rd.
Long Beach, MS 39560
Vendor #7631
CONTRACTOR

Dated: 08/21, 2026

By: 

ENGINEER'S Recommendation:

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

Dated: 08/21, 2026

Overstreet & Associates, PLLC
ENGINEER

By: 

ATTACHMENT TO PAY ESTIMATE NO. 2 (Final) PROJECT NO. 1415

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	BASE BID									
10-A	MOBILIZATION	1 L.S.	\$ 20,000.00	\$20,000.00	1	\$20,000.00		\$0.00	1	\$20,000.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	41 L.F.	\$ 4,100.00	\$4,100.00	41	\$4,100.00		\$0.00	41	\$4,100.00
200-B	DUCTILE IRON FITTINGS	0.048 TON	\$ 5,504.00	\$504.00	0.048	\$504.00		\$0.00	0.048	\$504.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1 EA.	\$ 4,500.00	\$4,500.00	1	\$4,500.00		\$0.00	1	\$4,500.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1 L.S.	\$ 9,500.00	\$9,500.00	1	\$9,500.00		\$0.00	1	\$9,500.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1 L.S.	\$ 13,500.00	\$13,500.00	1	\$13,500.00		\$0.00	1	\$13,500.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1 L.S.	\$ 105,000.00	\$105,000.00	1	\$105,000.00		\$0.00	1	\$105,000.00
210-D	PUMP STATION - SITE WORK	1 L.S.	\$ 12,500.00	\$12,500.00	0	\$0.00	1	\$12,500.00	1	\$12,500.00
210-E	SKIM COAT INTERIOR SURFACE	0 S.F.	\$ 150.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
240-A	SEWER MANHOLE	1 EA.	\$ 6,500.00	\$6,500.00	1	\$6,500.00		\$0.00	1	\$6,500.00
302-A	ADJUST WATER/SEWER MAIN (6" DIA. AND SMALLER)	0 EA.	\$ 7,500.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
302-B	ADJUST WATER/SEWER MAIN (8" - 10" D.A.)	0 EA.	\$ 8,500.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
302-C	ADJUST WATER/SEWER MAIN (12" DIA. AND LARGER)	0 EA.	\$ 9,500.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	2 C.Y.	\$ 100.00	\$200.00	2	\$200.00		\$0.00	2	\$200.00
500-B	SELECT SANDY BACKFILL	0 C.Y.	\$ 25.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
500-C	GEOTEXTILE FABRIC	0 S.Y.	\$ 15.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1 L.S.	\$ 2,500.00	\$2,500.00	0	\$0.00	1	\$2,500.00	1	\$2,500.00
510-B	MILL EXISTING ASPHALT PAVEMENT	518 S.Y.	\$ 21.00	\$10,878.00	0	\$0.00	518	\$10,878.00	518	\$10,878.00
510-C	3" LIMESTONE ROAD BASE	82 S.Y.	\$ 40.00	\$3,280.00	28	\$1,120.00	54	\$2,160.00	82	\$3,280.00
510-D	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	52 TCNS	\$ 225.00	\$11,670.75	0	\$0.00	51.87	\$11,670.75	51.87	\$11,670.75
510-E	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	24 TCNS	\$ 225.00	\$5,400.00	0	\$0.00	24	\$5,400.00	24	\$5,400.00
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$ 15,000.00	\$15,000.00	0.58	\$8,700.00	0.42	\$6,300.00	1	\$15,000.00
530-A	STORMWATER MANAGEMENT	1 L.S.	\$ 2,500.00	\$2,500.00	0.58	\$1,450.00	0.42	\$1,050.00	1	\$2,500.00
CO1-1	SCADA INSTALLATION	1 L.S.	\$ 4,263.05	\$4,263.05	0	\$0.00	1	\$4,263.05	1	\$4,263.05
CO1-2	TRANSFER SWITCH INSTALLATION	1 L.S.	\$ 4,612.63	\$4,612.63	0	\$0.00	1	\$4,612.63	1	\$4,612.63
	TOTAL BASE BID			\$236,408.43		\$175,674.00		\$61,334.43		\$236,408.43

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

TO: (Owner)
City of Long Beach

ENGINEER'S PROJECT NO. #1415
CONTRACT FOR: Entire Project
CONTRACT DATE: 05/12/2026

PROJECT: Alexander and Railroad Pump Station Improvements

State of: MISSISSIPPI
County of: HANCOCK

The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that, JLB Contractors, LLC he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR: JLB Contractors, LLC
(Address) 21294 Johnson Rd., Long Beach, MS 39560

By: Kyle J. Cassagne, Co-Owner

Subscribed and sworn to before me this 18th day of August, 2026

Notary Public Sharon J. Boulet
My Commission Expires: 02/28/2027

SHARON J. BOULET
NOTARY PUBLIC
COMMISSION EXPIRES 2-28-2027
HANCOCK COUNTY, STATE OF MISSISSIPPI

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.
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and American Society of Civil Engineers. All rights reserved.
Page 13 of 15

ACORD®
CERTIFICATE OF LIABILITY INSURANCE
DATE (MM/DD/YYYY) 08/14/2026

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 Pkwy Ste 300
Ridgeland MS 39157

CONTACT
NAME: Emily Murphy
PHONE: (601) 863-3122
FAX: (601) 863-3122
E-MAIL: emily_murphy@ajg.com
ADDRESS: 1076 Highland Colony Pkwy Ste 300
Ridgeland MS 39157

INSURER(S) AFFORDING COVERAGE
INSURER A: Bridgefield Casualty Insurance Company NAIC # 10335
INSURER B: FCCI Insurance Company NAIC # 10178
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

CERTIFICATE NUMBER: 1184666386
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.

INSTR	TYPE OF INSURANCE	ADDL. SUHR	POLICY NUMBER	POLICY EFF.	POLICY EXP.	LIMITS
LTB		INSD. WVD.		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER POLICY ☒ PROJECT ☐ LOC OTHER		CPP10009520500	9/14/2025	9/14/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRE AUTOS ONLY ☒ NON-OWNED AUTOS ONLY HIRE AUTOS ONLY ☒		CA10009520800	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Ea occurrence) \$
B	UMBRELLA LIAB EXCESS LIAB ☒ OCCUR DED ☒ RETENTION \$10,000		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCL UDFO? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	196-51554	9/14/2025	9/14/2026	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
B	Cargo Trailer Interchange Leased/Rented Equip		CPP10009520500	9/14/2025	9/14/2026	\$150,000 Limit \$1,000 Deductible \$35,000 Limit \$1,000 Deductible \$400,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - \$1,500,000 Limit; In Transit - \$100,000.00; Deductible: \$1,000.00

Kyle Cassagne and Johnathon Damians are Excluded

Pollution Liability - \$500,000 Limit

Project: Alexander and Railroad Pump Station Improvements

Certificate holder is shown as additional Insured on General Liability & Business Auto policies as required by written contract.

CERTIFICATE HOLDER
City of Long Beach
P.O. Box 929
Long Beach MS 39560
USA

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

Minutes of September 1, 2026
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2026

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
1076 Highland Colony Pkwy Ste 300
Ridgeland MS 39157

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

CONTACT
NAME: Emily Murphy
PHONE (A/C, No, Ext): 601-863-3122
E-MAIL: emily_murphy@ajg.com
ADDRESS:
FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE
INSURER A: Bridgefield Casualty Insurance Company
INSURER B: FCCI Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:
NAIC #
10335
10178

JLB CONF 01

COVERAGES

CERTIFICATE NUMBER: 312915798

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CPP10009520500	9/14/2025	9/14/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 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 ☐ AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CA10009520800	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
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 ☒ Y ☐ N/A	198-51554	9/14/2025	9/14/2026	☒ 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
B	Cargo Trailer Interchange Leased/Rented Equip		CPP10009520500	9/14/2025	9/14/2026	\$150,000 Limit \$30,000 Limit \$400,000 Limit \$1,000 Deductible \$1,000 Deductible \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - \$1,500,000 Limit; In Transit - \$100,000.00; Deductible: \$1,000.00
Kyle Cassagne and Johnathon Damlens are Excluded
Pollution Liability - \$500,000 Limit
Project: Alexander and Railroad Pump Station Improvements
Certificate Holder and others are listed as additional insured on all policies except Work Comp when required by written contract. Waiver of subrogation applies See Attached...

CERTIFICATE HOLDER
Overstreet & Associates, PLLC
161 Lameuse St., Suite 203
Biloxi MS 39530
USA

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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CONSENT OF SURETY
TO FINAL PAYMENT

AIA Document G707

PRF9448278

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐ SURETY

☐ OTHER

TO OWNER: City of Long Beach
(Name and Address) 201 Jeff Davis Ave
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Alexander and Railroad Pump
Station Improvements

PROJECT: Alexander and Railroad Pump Station
(Name and Address) Improvements

CONTRACT DATED: 05/12/2026

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

, SURETY,

on bond of
(Insert name and address of Contractor)
JLB Contractors, LLC
21294 Johnson Rd
Long Beach, MS 39560

, CONTRACTOR,

hereby approves final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of
(Insert name and address of Owner)

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

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 24, 2026
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland
(Surety)

(Signature of Authorized Representative)

Attorney-in-fact - John G. Raines
(Title)

Attest:
(Seal):



AIA DOCUMENT G707 - CONSENT OF SURETY TO FINAL PAYMENT - 1994 EDITION AIA
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G707-1994

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sherrill Ann KELLEY, David R. ROBERTSON, John G. RAINEB, Kelli E. BURNHAM, Tammy D. VERNON of Ridgehand, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2025.



Christopher Nolan
By: Christopher Nolan
Vice President

Dawn E. Brown
By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Nelson
Genevieve M. Nelson
Notary Public
My Commission Expires January 27, 2028

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of August 2026

Mary Jean Peishick
Mary Jean Peishick
Vice President

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

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

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

Minutes of September 1, 2026
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Alexander and Railroad Pump Station Improvements

DATE OF ISSUANCE August 17, 2026

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR JLB Contractors, LLC ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER

And To JLB Contractors, LLC
CONTRACTOR

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

August 17, 2026
DATE OF SUBSTANTIAL COMPLETION

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

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

Page 1 of 2

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 8/26/2026
Overstreet & Associates, PLLC.
By: [Signature] (Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 17, 2026
JLB Contractors, LLC
By: [Signature]

OWNER accepts this Certificate of Substantial Completion on 08/26/26
City of Long Beach
By: [Signature] Mayor Ron Tomp

Alexander and Railroad Pump Station Improvements

PUNCHLIST

August 17, 2026

- 1. Remove debris throughout the site.
- 2. Remedy asphalt issue.
- 3. Install levers for check valves.
- 4. Raise lifting hooks for conduit.
- 5. Install standoff bracket for SCADA.

Minutes of September 1, 2026
Mayor and Board of Aldermen

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to accept the project closeout documents and recommendations of final acceptance of the Ray and Klondyke Road Pump Station Improvements as follows and authorize the Mayor to execute same:



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

August 28, 2026

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

**RE: Project Closeout Documents & Recommendation of Final Acceptance
Ray and Klondyke Pump Station Improvements**

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. The following project closeout documents are included:

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

The final change order reflects a slight decrease in the total project cost, primarily due to final field-measured quantities, and pay item adjustments identified during construction. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,



David Ball, P.E.

Minutes of September 1, 2026
Mayor and Board of Aldermen

Change Order
No. 2 (Summary)

Date of Issuance: 8/20/2026Effective Date: 9/1/2026

Project: City of Long Beach
Contract: Ray & Klondyke Pump Station Improvements
Contractor: JLB Contractors, LLC

Owner's Contract No.: 425-1-SW-5.6
Date of Contract: 5/12/2026
Engineer's Project No.: 1413

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

Description:
1. Adjust contract quantities to conform with final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$158,600.00

(Increase) in Contract Price from previous Change Orders No. 1 to No. 1 \$8,875.68

Contract Price prior to this Change Order: \$167,475.68

(Decrease) in Contract Price due to this Change Order: (\$21,658.50)

Revised Contract Price Incorporating this Change Order: \$145,817.18

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days
Substantial completion (days or date): Ready for final payment (days or date):

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

Contract Times prior to this Change Order:
Substantial completion (days or date): 8/21/2026
Ready for final payment (days or date):

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

Contract Times Incorporating this Change Order:
Substantial completion (days or date): 8/21/2026
Ready for final payment (days or date):

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: [Signature]
Date: 08/21/2026

By: [Signature]
Date: 08/21/2026

By: [Signature]
Date: 09/02/24

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

1 of 2

ATTACHMENT TO CHANGE ORDER NUMBER

2 (Summary)

PROJECT NO. 1413

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	BASE BID							
10-A	MOBILIZATION	1	L.S.	\$17,500.00			1	\$17,500.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	40	L.F.	\$90.00			0	\$0.00
230-B	DUCTILE IRON FITTINGS	1	TON	\$11,500.00	(40)	(\$3,600.00)	0.021	\$241.50
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	E.A.	\$4,000.00	(0.979)	(\$11,258.50)		
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$8,000.00			1	\$8,000.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$13,500.00			1	\$13,500.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$75,000.00			1	\$75,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$9,000.00			1	\$9,000.00
210-E	SKIM COAT INTERIOR SURFACE	20	S.F.	\$250.00	(20)	(\$5,000.00)	0	\$0.00
500-A	PIPE BLEEDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$100.00	(8)	(\$800.00)	2	\$200.00
500-B	SELECT SANDY BACKFILL	10	C.Y.	\$50.00	(10)	(\$500.00)	0	\$0.00
500-C	GEOTEXTILE FABRIC	10	S.Y.	\$50.00	(10)	(\$500.00)	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$3,500.00			1	\$3,500.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$2,500.00			1	\$2,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$2,500.00			1	\$2,500.00
CO1-1	SCADA INSTALLATION	1	L.S.	\$4,263.00			1	\$4,263.00
CO1-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$4,612.63			1	\$4,612.63
TOTAL CHANGE ORDER AMOUNTS				\$167,475.68		(\$21,658.50)		\$145,817.18

APPLICATION FOR PAYMENT NO. 2 (Final)

TO: CITY OF LONG BEACH (OWNER)
Contract for: RAY & KLONDYKE PUMP STATION IMPROVEMENTS
Date: 5/12/2026

OWNER'S Project No.: 425-1-SW-5.6 ENGINEER'S Project No.: 1413
For work accomplished through the date of: 8/17/2026

CURRENT CONTRACT AMOUNT: \$145,817.18

CONTRACTOR'S Schedule of Values

Work Completed

ITEM	UNIT PRICE	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$145,817.18
STORED MATERIALS					\$0.00
TOTAL					\$145,817.18
(Orig. Contract)			\$158,600.00		
CO1			\$8,875.68		
CO2 (Summary)			(\$21,658.50)		

Accompanying Documentation:
GROSS AMOUNT DUE \$ 145,817.18
LESS 0% RETAINAGE \$ 0.00
AMOUNT DUE TO DATE \$ 145,817.18
LESS PREVIOUS PAYMENTS \$ 125,771.92
AMOUNT DUE THIS APPLICATION \$ 20,045.26

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

Dated: 08/21/2026

JLB Contractors, LLC
21294 Johnson Rd.
Long Beach, MS 39560
Vendor #7631
CONTRACTOR

By: [Signature]

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

Dated: 08/21/2026

Overstreet & Associates, PLLC
ENGINEER

By: [Signature]

Minutes of September 1, 2026
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 7 (Final) PROJECT NO. 1413

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BASE BID										
10-A	MOBILIZATION	1	L.S.	\$ 17,500.00	1	\$17,500.00		\$0.00	1	\$17,500.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	0	L.F.	\$ 90.00	0	\$0.00		\$0.00	0	\$0.00
200-B	DUCTILE IRON FITTINGS	0.021	TON	\$ 11,530.00	0.021	\$241.50		\$0.00	0.021	\$241.50
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$ 4,000.00	1	\$4,000.00		\$0.00	1	\$4,000.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$ 9,000.00	1	\$9,000.00		\$0.00	1	\$9,000.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$ 13,500.00	1	\$13,500.00		\$0.00	1	\$13,500.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$ 75,000.00	1	\$75,000.00		\$0.00	1	\$75,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$ 9,000.00	1	\$9,000.00		\$0.00	1	\$9,000.00
210-E	SCIM COAT INTERIOR SURFACE	0	S.F.	\$ 250.00	0	\$0.00		\$0.00	0	\$0.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	2	C.Y.	\$ 100.00	2	\$200.00		\$0.00	2	\$200.00
500-B	SELECT SANDY BACKFILL	0	C.Y.	\$ 50.00	0	\$0.00		\$0.00	0	\$0.00
500-C	GEOTEXTILE FABRIC	0	S.Y.	\$ 50.00	0	\$0.00		\$0.00	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$ 3,500.00	0	\$0.00	1	\$3,500.00	1	\$3,500.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 2,500.00	0.79	\$1,975.00	0.21	\$525.00	1	\$2,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$ 2,500.00	0.79	\$1,975.00	0.21	\$525.00	1	\$2,500.00
CO1-1	SCADA INSTALLATION	1	L.S.	\$ 4,263.05	0	\$0.00	1	\$4,263.05	1	\$4,263.05
CO1-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$ 4,612.63	0	\$0.00	1	\$4,612.63	1	\$4,612.63
TOTAL BASE BID				\$145,817.18		\$132,391.50		\$13,425.68		\$145,817.18

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

TO: (Owner)
City of Long Beach
ENGINEER'S PROJECT NO. #1413
CONTRACT FOR: Entire Project
CONTRACT DATE: 05/12/2026

PROJECT: Ray and Klondyke Pump Station Improvements

State of: MISSISSIPPI
County of: HANCOCK

The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that, JLB Contractors, LLC he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR: JLB Contractors, LLC
(Address) 21294 Johnson Rd., Long Beach, MS 39560

BY: Kyle J. Cassagne, Co-Owner

Subscribed and sworn to before me this 18th day of August, 2026

Notary Public Sharon J. Boulet
My Commission Expires: 02/28/2027



Minutes of September 1, 2026
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2026

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 Pkwy Ste 300
Ridgeland MS 39157

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

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

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

NAIC #
10335
10178

COVERAGES

CERTIFICATE NUMBER: 448286923

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
B	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO JECT ☐ LOC OTHER: ☐		CPP10009520500	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 Employee benefi \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒		CA10009520800	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE ☐ RETENTION \$		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	198-51554	9/14/2025	9/14/2026	☒ 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
B	Cargo/Truckers Contractors Equipment-Leased/Rent Installation Coverage*		CPP10009520500	9/14/2025	9/14/2026	Limit \$150,000 Per item Deductible \$525,000 Ded: \$5,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - At Each Job Site Location: \$1,000,000.00; At Each Temporary Storage Location: \$1,000,000.00; At All Covered Locations Combined - \$2,000,000.00; In Transit - \$100,000.00 - Deductible: \$1,000.00

Kyle Cassagne and Johnathon Damlens are Excluded
Project: Ray and Klondyke Pump Station Improvements

Certificate holder is shown as additional insured on General Liability & Business Auto policies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
P.O. Box 929
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2026

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INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
10335
10178

COVERAGES

CERTIFICATE NUMBER: 967353465

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒		CA10009520800	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE ☐ RETENTION \$		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	198-51554	9/14/2025	9/14/2026	☒ 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
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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Kyle Cassagne and Johnathon Damlens are Excluded
Project: Ray and Klondyke Pump Station Improvements

Certificate Holder and others are listed as additional insured on all policies except Work Comp when required by written contract. Waiver of subrogation applies when required by written contract. Umbrella policy is follow form.
Members Kyle Cassagne and Johnathon Damlens are excluded from Workers Comp coverage.

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M.B. 113
09.01.26 Regular

Minutes of September 1, 2026
Mayor and Board of Aldermen

CONSENT OF SURETY
TO FINAL PAYMENT
AIA Document G707
PRF9448276

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: City of Long Beach
(Name and Address) 201 Jeff Davis Ave
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Ray and Klondyke Pump Station
Improvements

PROJECT: Ray and Klondyke Pump Station Improvements
(Name and Address)

CONTRACT DATED: 05/15/2024

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

, SURETY,

on bond of
(Insert name and address of Contractor)

JLB Contractors, LLC
21294 Johnson Rd
Long Beach, MS 39560

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 24, 2026
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland
(Surety)

(Signature of Authorized Representative)

Attorney-in-fact - John G. Raines
(Title)

Attest:
(Seal):



AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT - 1994 EDITION AIA
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INGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copy-
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G707-1994

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY
OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of
authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full
force and effect on the date hereof, do hereby nominate, constitute, and appoint Sherrill Ann KELLEY, David R. ROBERTSON, John G. RAINES, Kelli
E. BURNUM, Tammy D. VERNON of Ridgeland, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and
on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these
present, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the
regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the
FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH
AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, this 28th day of July, A.D. 2025.



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

Christopher Nolan

By: Christopher Nolan
Vice President

Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher
Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who
executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of
the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and
the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genovieve M. Mason

Genovieve M. Mason
Notary Public
My Commission Expires January 27, 2029



Minutes of September 1, 2026
Mayor and Board of Aldermen

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of August 2026



Mary Jean Peihick

Mary Jean Peihick
Vice President

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

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

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Ray and Klondyke Pump Station Improvements
DATE OF ISSUANCE August 17, 2026
OWNER City of Long Beach
OWNER'S Contract No.
CONTRACTOR JLB Contractors, LLC ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER
And To JLB Contractors, LLC
CONTRACTOR

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

August 17, 2026
DATE OF SUBSTANTIAL COMPLETION

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

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

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 8/24 2026
Overstreet & Associates, PLLC.
ENGINEER
By: [Signature] (Authorized Signature)
CONTRACTOR accepts this Certificate of Substantial Completion on August 17, 2026
JLB Contractors, LLC
CONTRACTOR
By: [Signature]
OWNER accepts this Certificate of Substantial Completion on 08/26 26
City of Long Beach
OWNER
By: [Signature] Mayor Pro Temp.

Ray and Klondyke Pump Station Improvements
PUNCHLIST
August 17, 2026

- 1. Install a hinge for a lock on the wet well top.
- 2. Secure vent for the wet well top.
- 3. Establish grass throughout the site.
- 4. Remove debris throughout the site.
- 5. Install steps for valve vault.
- 6. Grout the bottom of the valve vault to drain.
- 7. Install standoff bracket for SCADA.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the Long Beach Code Revision to Chapter 30, Article III, Section 30-76 (a) as follows:

Minutes of September 1, 2026
Mayor and Board of Aldermen



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

August 27, 2026

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

RE: "Long Beach Code" Revision
Chapter 30, Article III, Sec. 30-76(a)

Ladies and Gentlemen:

We have attached a letter previously provided to the Board for consideration, which was the subject of lengthy discussion and consideration at a work session. The letter proposes changes to the City's ordinance relevant to paving repairs for developments, but these changes have never been officially adopted. We believe the major reason that these important revisions have not been accepted is due to concerns about how broadly they will be applied. I.e., will these requirements be applied to each and every "development", for example, will they apply equally to a 10+ lot subdivision or a major commercial development as to a single-family residential or small commercial venture?

We recognize that a key consideration in this matter is determining the extent to which these requirements should apply to different categories and scales of development, and we are unsure how best to assist the City in making that policy determination. Nevertheless, we believe the changes proposed in the attached document are reasonable and beneficial to the City and we recommend that they be further considered. We will do our best to assist in making any further changes needed to make the proposed revisions acceptable.

Sincerely,

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

David Ball, P.E.



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

December 9, 2025

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

RE: "Long Beach Code" Revision
Chapter 30, Article III, Sec. 30-76(a)

Ladies and Gentlemen:

We suggest a revision to the Code of Ordinances of the City of Long Beach. The referenced section of the Long Beach Code is the "Resurfacing and pavement repair" portion and deals with the requirements for paving restoration for developments which require cutting or trenching in a City street.

We have attached a document which contains the existing referenced section, along with our proposed revision in its entirety. These revisions are intended to provide the City much needed authority and flexibility in permitting repairs to its streets as part of its development review process. These changes were developed in recent years by Public Works, Engineering, and the previous administration and have been "enforced" for approximately a year. They are informed by our knowledge and expertise and are our recommendation to ensure the best possible end product for the City's benefit.

If these revisions are acceptable, we recommend the City adopt them as official changes to the Long Beach Code and proceed with any necessary publications which may be required in order to make them effective as soon as possible.

Sincerely,

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

David Ball, P.E.

Minutes of September 1, 2026
Mayor and Board of Aldermen

Existing Sec. 30-76. - Resurfacing; restoration.

(a)

Resurfacing. Resurfacing shall include, but is not limited to:

(1)

Where the excavation is in the direction of traffic, the permittee shall resurface the entire length of the excavation area plus the excavation influence area on each end, and the entire width of the public right-of-way from curbline to curbline, or where a raised median is present the owner shall resurface from the curbline to the median. Where there has been a 50 percent or greater surface area impacted, the permittee will be required to resurface the entire lane within the construction area. Where there has been a 50 percent or greater surface area impacted on an entire roadway, the permittee will be required to resurface the entire road section within the construction area.

(2)

Where the excavation is perpendicular to the direction of traffic, the permittee shall resurface the length of the excavation from curbline to curbline or the length of the excavation plus the excavation influence area extending on each end of the excavation, whichever is less. This resurface shall also include the excavation area plus the excavation influence area on each side of the excavation.

(3)

Where a raised median is present and the excavation is perpendicular to the direction of traffic, the permittee shall resurface either from the raised median to the curbline, or for the length of the excavation, plus the excavation influence area extending on each end of the excavation, whichever is less. This resurface shall also include the excavation plus the excavation influence area on each side of the excavation.

Proposed Sec. 30-76. — Resurfacing; restoration.

(a) Resurfacing and pavement repair.

- (1) Applicability. This subsection applies to any pavement excavation, utility cut, trench, bore pit, or other disturbance of the roadway surface within the public right-of-way.
 - a. The requirements described herein represent the general and most common scenarios; however, special conditions may require alternative repair methods or techniques.
 - b. All issues, interpretations, and requirements under this section are subject to the determination of the City Engineer or Director of Public Works. Their decisions regarding methods, materials, limits, and any special conditions shall be final and binding subject to approval by the City.
- (2) Trench repair requirements.
 - a. All trench repairs shall include proper backfill and base construction to ensure long-term stability and pavement performance:
 - (1) Backfill: Excavated areas shall be backfilled in compacted lifts using suitable material meeting City or MDOT specifications. Compaction shall achieve at least 95% of Modified Proctor dry density.
 - (2) Geotextile Fabric: Where subgrade conditions warrant, geotextile fabric shall be installed to stabilize the backfill and prevent migration of fines.
 - (3) Base Course: An 8" crushed limestone base course meeting MDOT 610 gradation shall be placed and compacted.
 - (4) Base Asphalt Layer: A base asphalt course shall be installed over the compacted base. Base asphalt layer shall be one and one-half inches (1.5") thick minimum, but of sufficient thickness so that the final pavement section (base asphalt and surface overlay) shall meet or exceed the thickness of the existing adjacent asphalt pavement.
- (3) Minimum overlay limits per impacted lane.
 - a. Each impacted travel lane shall receive a full-lane-width hot-mix asphalt (HMA) overlay for a total minimum length of one hundred (100) feet centered on the disturbance (approximately fifty (50) feet in each direction along the lane centerline).
 - b. "Impacted lane" means any travel lane in which the cut, patch, milling, or overlay limits occur. If multiple lanes are impacted, the impacted area shall be treated as one with regards to necessary repairs. If all lanes on a roadway are impacted, the minimum required repair shall be a full-width overlay, with milling and other repairs as detailed in this section.
 - c. Single-lane Impact areas may require full-lane or full-length milling to achieve a clean and acceptable connection/transition at the roadway centerline or lane edge, as determined by the City.
- (4) Tie-in milling and surface preparation.

Minutes of September 1, 2026
Mayor and Board of Aldermen

- a. A tie-in mill of not less than ten (10) feet shall be performed at each terminus of the overlay limits to ensure a uniform cross-section and smooth ride quality.
- b. Full-width milling within the overlay limits may be required at the discretion of the City.
- (5) Thickness and materials.
 - a. The surface overlay shall be not less than one and one-half inches (1.5") compacted thickness unless otherwise directed by the City. The hot-mix asphalt (HMA) shall be placed using an approved mix design meeting City specifications or the latest applicable sections of the MDOT Standard Specifications for Road and Bridge Construction, whichever is stricter. All paving operations shall utilize industry-standard equipment, including an asphalt spreader (paver), steel-wheel roller, and other compaction equipment necessary to achieve proper density and surface finish.
 - b. Vibratory compaction shall not be used unless specifically determined necessary by the design engineer to achieve acceptable compaction levels. Any damage resulting from compaction operations shall be repaired at the developer's expense.
 - c. All materials, mixes, compaction, and construction methods shall conform to City specifications or to the latest applicable sections of the Mississippi Department of Transportation (MDOT) Standard Specifications for Road and Bridge Construction, whichever is stricter.
- (6) Striping and pavement markings.
 - a. Where existing striping or pavement markings are situated within the overlay limits, the permittee shall restore all markings using thermoplastic materials. Restored markings shall generally match the existing configuration at minimum, but shall be in accordance with the minimum standards indicated in the current Manual on Uniform Traffic Control Devices (MUTCD), City construction standards, and any special provisions issued by the City.
 - b. Thermoplastic striping shall be provided regardless of existing road paint materials.
- (7) Castings, grates, and shoulders.
 - a. All utility castings, valve boxes, manholes, inlets, and gratings, etc. which are within or adjacent to the overlay limits shall be adjusted to final grade using cast-iron riser rings or other approved methods to achieve flush, stable, and compliant surface conditions.
 - b. Shoulder material within the impacted area shall be added or regraded to closely match the final asphalt grade and cross-slope, using materials and compaction consistent with City specifications or the latest applicable MDOT Standard Specifications. Shoulder material within the impacted area shall consist of clean, granular soil meeting Class B-5 requirements per MDOT Section 203, compacted to at least 95% of Modified Proctor dry density. Shoulder restoration shall be required wherever the existing shoulder is more than one inch (1") below the final asphalt surface elevation.
- (8) Acceptance.
 - a. All resurfacing and pavement repair work under this subsection is subject to inspection and acceptance by City representatives. The permittee shall correct any deficiencies identified by the City within the time specified.
 - b. As part of the review/permitting process, the City may require increased overlay length, greater thickness, full-width milling, alternative materials, or additional restoration measures.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the MOU for GOMESA funding for the Long Beach Harbor Southern Quay and authorize Mayor to execute same:



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 27, 2026

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

RE: Long Beach Harbor
Southern Quay

Ladies and Gentlemen:

The referenced project is nearly completed, but the MOU for GOMESA funding will expire soon, possibly before the project can be fully closed out. Therefore, we have requested a time extension from MS DMR on behalf of the City. That proposed time extension was provided by MS DMR and comes in the form of Amendment #1 to the MOU and is attached hereto. We recommend that the City authorize the Mayor's execution of the amendment and submittal to MS DMR.

Sincerely,

David Ball, P.E.

Minutes of September 1, 2026
Mayor and Board of Aldermen



STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

AMENDMENT #1 OF MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
CITY OF LONG BEACH

The Memorandum of Understanding (MOU) between the Mississippi Department of Marine Resources (MDMR) and the City of Long Beach (COLB) for Long Beach Small Craft Harbor – Southern Quay Bulkhead for GOMESA funding is hereby mutually amended as follows:

SECTION 2. This MOU shall be in effect until September 5, 2027, unless terminated earlier.

All other terms and conditions set forth in the MOU executed September 6, 2023 will remain in full effect.

MS Department of Marine Resources

City of Long Beach

Joe Spraggins, Executive Director



Tim Pierce, Mayor

Date: _____

Date: 09/02/24

1141 Bayview Avenue • Biloxi, MS 39530-1613 • Tel: (228) 374-5000 • dmr.ms.gov

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to accept the project closeout documents and recommendations of final acceptance of the North Seashore Pump Station Improvements as follows and authorize the Mayor to execute same:

Minutes of September 1, 2026
Mayor and Board of Aldermen



OVERSTREET
& ASSOCIATES
CONSULTING ENGINEERS

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

August 28, 2026

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

RE: Project Closeout Documents & Recommendation of Final Acceptance
North Seashore Pump Station Improvements

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. The following project closeout documents are included:

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

The final change order reflects a slight decrease in the total project cost, primarily due to final field-measured quantities, and pay item adjustments identified during construction. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

Change Order
No. 2 (Summary)

Date of Issuance: 8/20/2026 Effective Date: 9/1/2026

Project: City of Long Beach Owner's Contract No.: 425-1-SW-5.6
Contract: North Seashore Pump Station Improvements Date of Contract: 5/12/2026
Contractor: JLB Contractors, LLC Engineer's Project No.: 1417

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

Description:
1. Correction of "scribber's error" in CO #1. Original bid prices were incorrect from contract amount.
2. Adjust contract quantities to conform with final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$163,600.00

(Increase) in Contract Price from previous Change Order No. 1 to No. 2: \$8,875.68

Contract Price prior to this Change Order: \$172,475.68

(Decrease) in Contract Price due to this Change Order: (\$11,185.00)

Revised Contract Price incorporating this Change Order: \$161,290.68

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days Calendar days
Substantial completion (days or date): 8/21/2026
Ready for final payment (days or date):

Change in Contract Time from previous Change Order No. 1 to No. 2: 1

Substantial completion (days or date):
Ready for final payment (days or date):

Contract Times prior to this Change Order:
Substantial completion (days or date): 8/21/2026
Ready for final payment (days or date):

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

Contract Times incorporating this Change Order:
Substantial completion (days or date): 8/21/2026
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER) ACCEPTED: (CONTRACTOR) ACCEPTED: (OWNER)

By: By: By:

Date: 08/21/2026 Date: 08/21/2026 Date: 09/02/26

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

1 of 2

ATTACHMENT TO CHANGE ORDER NUMBER

2 (Summary)

PROJECT NO

1417

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
10-A	MOBILIZATION	1	L.S.	\$14,500.00			1	\$14,500.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	40	F	\$90.00	(40)	(\$3,600.00)	0	\$0.00
200-B	DUCTILE IRON FITTINGS	1	TQN	\$10,500.00	(1)	(\$10,500.00)	0.00	\$0.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA	\$4,500.00			1	\$4,500.00
210-A	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$15,500.00			1	\$15,500.00
210-B	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$14,500.00			1	\$14,500.00
210-C	PUMP STATION - SITE WORK	1	L.S.	\$7,500.00			1	\$7,500.00
710-F	SKIM COAT INTERIOR SURFACE	20	S.F.	\$275.00	10	\$4,400.00	36	\$9,900.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$100.00	(8)	(\$800.00)	2	\$200.00
500-B	SPECT SANDY BACKFILL	10	C.Y.	\$50.00	(10)	(\$500.00)	0	\$0.00
500-C	GFCTEXTILE FABRIC	10	S.Y.	\$50.00	(10)	(\$500.00)	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$2,500.00			1	\$2,500.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$2,500.00			1	\$2,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$2,500.00			1	\$2,500.00
CO1-1	SCADA INSTALLATION	1	L.S.	\$4,263.05			1	\$4,263.05
CO1-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$4,512.63			1	\$4,512.63
TOTAL CHANGE ORDER AMOUNTS				\$172,475.68		(\$11,185.00)		\$161,290.68

Minutes of September 1, 2026
Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 2 (Final)

TO: CITY OF LONG BEACH (OWNER)
Contract for: NORTH SEASHORE PUMP STATION IMPROVEMENTS Dated: 5/18/2026

OWNER'S Project No.: 425-1-SW-5.6 ENGINEER'S Project No.: 1417
For work accomplished through the date of: 8/18/2026

CURRENT CONTRACT AMOUNT: \$161,290.68					
ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$161,290.68
STORED MATERIALS					\$0.00
TOTAL	\$161,290.68				\$161,290.68
(Orig. Contract)	\$163,600.00				
CO1	\$8,875.68				
CO2 Summary	(\$11,185.00)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 161,290.68
	LESS 0% RETAINAGE	\$ 0.00
	AMOUNT DUE TO DATE	\$ 161,290.68
	LESS PREVIOUS PAYMENTS	\$ 26,186.75
	AMOUNT DUE THIS APPLICATION	\$ 135,103.93

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

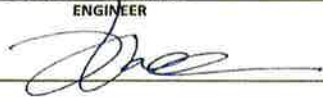
JLB Contractors, LLC
21294 Johnson Rd.
Long Beach, MS 39560
Vendor #7631
CONTRACTOR

Dated: 08/21, 2026

By: 

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

Dated: 08/21, 2026

Overstreet & Associates, PLLC
ENGINEER
By: 

ATTACHMENT TO PAY ESTIMATE NO. 2 (Final) PROJECT NO. 1417

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BASE BID										
10-A	MOBILIZATION	1	L.S.	\$ 14,500.00			0.5	\$7,250.00	1	\$14,500.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	0	L.F.	\$ 90.00			0	\$0.00	0	\$0.00
200-B	DUCTILE IRON FITTINGS	0.03	TON	\$ 10,500.00			0.03	\$315.00	0.03	\$315.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$ 4,500.00			1	\$4,500.00	1	\$4,500.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$ 15,500.00			1	\$15,500.00	1	\$15,500.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$ 14,500.00			1	\$14,500.00	1	\$14,500.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$ 78,000.00			1	\$78,000.00	1	\$78,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$ 7,500.00			1	\$7,500.00	1	\$7,500.00
210-E	SKIM COAT INTERIOR SURFACE	36	S.F.	\$ 275.00			36	\$9,900.00	36	\$9,900.00
500-A	P-PIPE BEDDING / PIPE FOUNDATION MATERIAL	2	C.Y.	\$ 100.00			2	\$200.00	2	\$200.00
500-B	SELECT SANDY BACKFILL	0	C.Y.	\$ 50.00			0	\$0.00	0	\$0.00
500-C	GEOTEXTILE FABRIC	0	S.Y.	\$ 50.00			0	\$0.00	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$ 2,500.00			1	\$2,500.00	1	\$2,500.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 2,500.00			1	\$2,500.00	1	\$2,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$ 2,500.00			1	\$2,500.00	1	\$2,500.00
CO1-1	SCADA INSTALLATION	1	L.S.	\$ 4,263.05			1	\$4,263.05	1	\$4,263.05
CO1-2	TRANSFER SWITCH INSTALLATION	1	L.S.	\$ 4,612.63			1	\$4,612.63	1	\$4,612.63
TOTAL BASE BID				\$161,290.68			\$27,565.00	\$133,725.68		\$161,290.68

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

TO: (Owner)
City of Long Beach

ENGINEER'S PROJECT NO. #1417
CONTRACT FOR: Entire Project
CONTRACT DATE: 05/18/2026

PROJECT: North Seashore Pump Station Improvements

State of: MISSISSIPPI
County of: HANCOCK

The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that, JLB Contractors, LLC he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR: JLB Contractors, LLC
(Address) 21294 Johnson Rd., Long Beach, MS 39560

BY: Kyle J. Cassagne, Co-Owner

Subscribed and sworn to before me this 18th day of August, 2026

Notary Public Sharon J. Boulet
My Commission Expires: 02/28/2027

SHARON J. BOULET
NOTARY PUBLIC
COMMISSION EXPIRES 2-28-2027
HANCOCK COUNTY, STATE OF MISSISSIPPI

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.
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and American Society of Civil Engineers. All rights reserved.
Page 13 of 15

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2026

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 Pkwy Ste 300
Ridgeland MS 39157

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

INSURER(S) AFFORDING COVERAGE

INSURER A: Bridgefield Casualty Insurance Company NAIC # 10335
INSURER B: FCCI Insurance Company 10178
INSURER C: _____
INSURER D: _____
INSURER E: _____
INSURER F: _____

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

COVERAGES

CERTIFICATE NUMBER: 873273767

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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT OTHER:		CPP10009520500	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Employee benefit \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRER AUTOS ONLY X NON-OWNED AUTOS ONLY X		CA10009520800	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB EXCESS LIAB X OCCUR CLAIMS-MADE DED RETENTION \$		UMB10009520700	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	196-51554	9/14/2025	9/14/2026	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cargo/Truckers Contractors Equipment Leased/Rent Installation Coverage*		CPP10009520500	9/14/2025	9/14/2026	Limit: \$150,000 Per Item Deductible \$525,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - At Each Job Site Location: \$1,000,000.00; At Each Temporary Storage Location: \$1,000,000.00; At All Covered Locations Combined - \$2,000,000.00; In Transit - \$100,000.00 - Deductible: \$1,000.00

Kyle Cassagne and Johnathon Damlens are Excluded
Project: North Seashore Pump Station Improvements

Certificate Holder and others are listed as additional insured on all policies except Work Comp when required by written contract. Waiver of subrogation applies when required by written contract. Umbrella policy is follow form.
Members Kyle Cassagne and Johnathon Damlens are excluded from Workers Comp coverage.

CERTIFICATE HOLDER

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

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

Minutes of September 1, 2026
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2026

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 Pkwy Ste 300
Ridgeland MS 39157

CONTACT
NAME: Emily Murphy
PHONE (A/C, No, Ext): 601-863-3122
E-MAIL: emily_murphy@ajg.com
ADDRESS: _____
INSURER(S) AFFORDING COVERAGE
INSURER A: Bridgefield Casualty Insurance Company
INSURER B: FCCI Insurance Company
INSURER C: _____
INSURER D: _____
INSURER E: _____
INSURER F: _____

FAX (A/C, No): _____
NAIC #
10335
10178

INSURED
JLB Contractors, LLC
21294 Johnson Road
Long Beach MS 39560

COVERAGES

CERTIFICATE NUMBER: 1808230030

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.

INSTR	TYPE OF INSURANCE	ADDL SURR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSD WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER		CPP10009520500	9/14/2026	9/14/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee benefit \$ 1,000,000
B	☐ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA10009520600	9/14/2025	9/14/2028	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$		UMB10009520700	9/14/2025	9/14/2028	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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 ☐ Y ☐ N	198-51554	9/14/2025	9/14/2026	☒ 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
B	Cargo/Truckers Contractors Equipment-Lessed/Rent Installation Coverage*		CPP10009520500	9/14/2025	9/14/2028	Limit: \$160,000 Per Item Deductible \$525,000 Ded: \$5,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - At Each Job Site Location: \$1,000,000.00; At Each Temporary Storage Location: \$1,000,000.00; At All Covered Locations Combined - \$2,000,000.00; In Transit - \$100,000.00 - Deductible: \$1,000.00
Kyle Cassagne and Johnathon Damiens are Excluded
Project: North Seashore Pump Station Improvements
Certificate Holder and others are listed as additional insured on all policies except Work Comp when required by written contract. Waiver of subrogation applies when required by written contract. Umbrella policy is follow form.
Members Kyle Cassagne and Johnathon Damiens are excluded from Workers Comp coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
P.O. Box 929
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


ACORD 25 (2018/03)

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CONSENT OF SURETY
TO FINAL PAYMENT
AIA Document G707

PRI944R279

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

SURETY ☐

OTHER ☐

TO OWNER: City of Long Beach
(Name and Address) 201 Jeff Davis Ave
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:
CONTRACT FOR: North Seashore Pump Station
Improvements

PROJECT: North Seashore Pump Station Improvements
(Name and Address)

CONTRACT DATED: 05/18/2026

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

on bond of
(Insert name and address of Contractor)
JLB Contractors, LLC
21294 Johnson Rd
Long Beach, MS 39560

, SURETY,

, CONTRACTOR,

hereby approves final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 39560

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 24, 2026
(Insert in writing the month followed by the numerical date and year.)

Fidelity and Deposit Company of Maryland
(Surety)

(Signature of Authorized Representative)

Attorney-in-fact - John G. Raines
(Title)

Attest:
(Seal):



AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT - THIRD EDITION AIA
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INGTON, D.C. 20006-5202. WARNING: Unauthorized photocopying violates U.S. copy-
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G707-1994

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sherrill Ann KELEY, David R. ROBERTSON, John G. RAINES, Keith E. BURNUM, Tammy D. VERNON of Ridgeland, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2025.



Christopher Nolan
By: Christopher Nolan
Vice President

Dawn E. Brown
By: Dawn E. Brown
Secretary
State of Maryland
County of Baltimore

On this 28th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Mason
Genevieve M. Mason
Notary Public
My Commission Expires January 27, 2029

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of August 2026

Mary Jean Pethick
Mary Jean Pethick
Vice President

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

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

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

Minutes of September 1, 2026
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT North Seashore Pump Station Improvements
DATE OF ISSUANCE August 18, 2026
OWNER City of Long Beach
OWNER'S Contract No.
CONTRACTOR JLB Contractors, LLC ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER
And To JLB Contractors, LLC
CONTRACTOR

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

August 18, 2026
DATE OF SUBSTANTIAL COMPLETION

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

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

Page 1 of 2

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 8/21/2026
Overstreet & Associates, PLLC.

By: (Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 18, 2026
JLB Contractors, LLC
CONTRACTOR

By:

OWNER accepts this Certificate of Substantial Completion on 08/21/26
City of Long Beach
OWNER

By: Mayor Ron Tompe (Authorized Signature)

Page 2 of 2

Minutes of September 1, 2026
Mayor and Board of Aldermen

North Seashore Pump Station Improvements

PUNCHLIST

August 17, 2026

- 1. Secure vent to wet well top.
- 2. Remove excess grout.
- 3. Install hooks for lifting chains.
- 4. Raise bracket for cables.
- 5. Grout penetration on west side of valve vault.
- 6. Remove debris throughout the site.
- 7. Install standoff bracket for SCADA.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to accept the project closeout documents and recommendations of final acceptance of the Park Row Area Drainage Improvements as follows and authorize the Mayor to execute same:



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 28, 2026

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

**RE: Project Closeout Documents & Recommendation of Final Acceptance
Parkwood & Briarwood Area Drainage Improvements**

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. The following project closeout documents are included:

- 1. Change Order No. 4 Summary
- 2. Pay Application No. 8 Final
- 3. Contractor's Affidavit of Debts and Claims and Waiver of Liens
- 4. Updated Certificate of Liability Insurance
- 5. Consent of Surety to Final Payment
- 6. Fully executed Certificate of Substantial Completion

The final change order reflects a slight decrease in the total project cost, primarily due to final field-measured quantities, and pay item adjustments identified during construction. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

Minutes of September 1, 2026
Mayor and Board of Aldermen

Change Order
No. 2 (Summary)

Date of Issuance:8/25/2026

Effective Date:9/1/2026

Project:City of Long Beach

Owner's Contract No.:425-1-SW-5.6

Contract:Park Row Drainage Improvements (2025)

Date of Contract:7/23/2026

Contractor:Twin L Construction, Inc.

Engineer's Project No.:1319

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

Description:
1. Adjust contract quantities to conform with final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$1,142,898.68

Original Contract Times: Working Days 150 Calendar days
Substantial completion (days or date): 7/23/2026
Ready for final payment (days or date):

(Increase) In Contract Price from previous Change Orders No. 1 to No. 1
\$62,808.98

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

Contract Price prior to this Change Order:
\$1,205,707.66

Contract Times prior to this Change Order:
Substantial completion (days or date): 8/22/2026
Ready for final payment (days or date):

(Decrease) In Contract Price due to this Change Order:
(\$49,615.60)

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

Revised Contract Price Incorporating this Change Order:
\$1,156,092.06

Contract Times Incorporating this Change Order:
Substantial completion (days or date): 8/22/2026
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)
By: [Signature]
Date: 8.28.2026

ACCEPTED: (CONTRACTOR)
By: [Signature]
Date: 8/25/2026

ACCEPTED: (OWNER)
By: [Signature]
Date: 09/02/26

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

ATTACHMENT TO CHANGE ORDER NUMBER

4 (Summary)

PROJECT NO. 1318

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
010-A	MOBILIZATION	1 L.S.	\$36,000.00	\$36,000.00		\$0.00	1	\$36,000.00
310-A	36" HDPE CULVERT	305 L.F.	\$105.60	\$32,208.00	(3)	(\$316.80)	302	\$31,891.20
310-B	36" HPPP CULVERT	0 L.F.	\$144.00	\$0.00		\$0.00	0	\$0.00
310-C	LOCATE AND ABANDON EXISTING DRAINAGE CULVERT IN-PLACE	80 L.F.	\$180.00	\$14,400.00	8	\$1,440.00	88	\$15,840.00
320-A	CONFLICT BOX	0 EA.	\$10,200.00	\$0.00		\$0.00	0	\$0.00
320-B	CATCH BASIN, SS-2 TYPE	0 EA.	\$7,200.00	\$0.00		\$0.00	0	\$0.00
320-C	CATCH BASIN, PEDESTAL TYPE	0 EA.	\$7,380.00	\$0.00		\$0.00	0	\$0.00
320-D	JUNCTION BOX	0 EA.	\$7,380.00	\$0.00		\$0.00	0	\$0.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	40 C.Y.	\$78.00	\$3,120.00	(40)	(\$3,120.00)	0	\$0.00
500-B	SELECT SANDY BACKFILL	110 C.Y.	\$21.60	\$2,376.00	316	\$6,825.60	426	\$9,201.60
500-C	GEOTEXTILE FABRIC	180 S.Y.	\$4.20	\$756.00	(180)	(\$756.00)	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1 L.S.	\$12,000.00	\$12,000.00		\$0.00	1	\$12,000.00
510-B	8" LIMESTONE ROAD BASE	290 S.Y.	\$24.00	\$6,960.00	(230)	(\$5,520.00)	60	\$1,440.00
510-C	MILL EXISTING ASPHALT PAVEMENT	520 S.Y.	\$9.00	\$4,680.00	(47)	(\$423.00)	473	\$4,257.00
510-D	SAWCUT JOINT	110 L.F.	\$10.80	\$1,188.00	(70)	(\$756.00)	40	\$437.00
510-E	VEGETATIVE COVER	500 S.Y.	\$6.00	\$3,000.00	(500)	(\$3,000.00)	0	\$0.00
510-F	SOLID SOD	4,350 S.Y.	\$18.00	\$78,300.00		\$0.00	4,350	\$78,300.00
510-G	CURB AND GUTTER RESTORATION OR INSTALLATION	80 L.F.	\$45.60	\$3,648.00	66	\$3,009.60	146	\$6,657.60
510-H	CONCRETE SIDEWALK RESTORATION OR INSTALLATION	50 S.Y.	\$78.00	\$3,900.00	28	\$2,184.00	78	\$6,084.00
510-I	FENCE RESTORATION	1,400 L.	\$42.00	\$58,800.00	(57)	(\$2,394.00)	1,343	\$56,406.00
510-J	TREE REMOVAL (8" - 12")	3 EA.	\$1,200.00	\$3,600.00	2	\$2,400.00	5	\$6,000.00
510-K	TREE REMOVAL (12.01" - 24")	3 EA.	\$1,800.00	\$5,400.00	4	\$7,200.00	7	\$12,600.00
510-L	TREE REMOVAL (24.01" - 36")	3 EA.	\$3,000.00	\$9,000.00		\$0.00	3	\$9,000.00
510-M	TREE REMOVAL (36.01" AND GREATER)	1 EA.	\$3,600.00	\$3,600.00	(1)	(\$3,600.00)	0	\$0.00
510-N	RELOCATE EXISTING SHED	5 EA.	\$960.00	\$4,800.00	(4)	(\$3,840.00)	1	\$960.00
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$2,400.00	\$2,400.00		\$0.00	1	\$2,400.00
530-A	STORMWATER MANAGEMENT	1 L.S.	\$3,000.00	\$3,000.00		\$0.00	1	\$3,000.00
C01-1	42" HDPE CULVERT	555 L.F.	\$141.80	\$78,609.00	16	\$2,268.80	571	\$80,967.80
C01-2	42" HPPP CULVERT	60 L.F.	\$182.40	\$10,944.00		\$0.00	60	\$10,944.00
C01-3	48" HDPE CULVERT	690 L.F.	\$158.60	\$109,434.00	5	\$793.00	695	\$110,227.00
C01-4	REVISED CONFLICT BOX	2 EA.	\$10,700.00	\$21,400.00		\$0.00	2	\$21,400.00
C01-5	REVISED CATCH BASIN, SS-2 TYPE	4 EA.	\$7,700.00	\$30,800.00		\$0.00	4	\$30,800.00
C01-6	REVISED CATCH BASIN, PEDESTAL TYPE	5 EA.	\$7,880.00	\$39,400.00		\$0.00	5	\$39,400.00
C01-7	REVISED JUNCTION BOX	3 EA.	\$8,180.00	\$24,540.00		\$0.00	3	\$24,540.00
C03-1	REPAIR SINKHOLE ON MITCHELL RD.	1 L.S.	\$1,800.00	\$1,800.00		\$0.00	1	\$1,800.00
TOTAL BASE BID				\$610,153.00		\$2,395.20		\$612,548.20
ALTERNATE								
510-O	HOT BITUMINOUS PAVEMENT SURFACE COURSE (22.5 MM MIX)	60 TONS	\$180.00	\$10,800.00	(16)	(\$2,880.00)	44	\$7,920.00
510-P	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	70 TONS	\$180.00	\$12,600.00	(70)	(\$12,600.00)	0	\$0.00
TOTAL ALL UNIT PRICE BASE BID + ALTERNATE				\$633,553.00		(\$13,084.80)		\$620,468.20

Minutes of September 1, 2026
Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 8 (Final)

TO: City of Long Beach (OWNER)
Contract for: Parkwood & Briarwood Area Drainage Improvements (Rebid) Dated: 8/20/2025

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1318
For work accomplished through the date of: 8/21/2026

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$620,468.20
STORED MATERIALS					\$0.00
TOTAL	\$620,468.20				\$620,468.20
(Orig. Contract)	\$494,628.00				
CO 1	\$66,865.00				
CO 2	\$0.00				
CO 3	\$72,060.00				
CO 4 (Summary)	(\$13,084.80)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 620,468.20
	LESS 0% RETAINAGE	\$ 0.00
	AMOUNT DUE TO DATE	\$ 620,468.20
	LESS PREVIOUS PAYMENTS	\$ 533,036.45
	AMOUNT DUE THIS APPLICATION	\$ 87,431.75

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 8 (Final) inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Jay Bearden Construction, Inc
662 Old Hwy 49 South
Richland, MS 39218
Vendor # 5201
CONTRACTOR

Dated: Aug. 24, 2026

By: Jackson Bearden

ENGINEER'S Recommendation:

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

Dated: 8/26, 2026

Overstreet & Associates, PLLC
ENGINEER

By: [Signature]

ATTACHMENT TO PAY ESTIMATE NO.			B (Final)			PROJECT NO. 1318				
ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BASE BID										
010-A	MOBILIZATION	1 L.S.	\$36,000.00	\$36,000.00	100%	\$36,000.00		\$0.00	100%	\$36,000.00
310-A	36" HDPE CULVERT	302 L.F.	\$105.60	\$31,891.20	302	\$31,891.20		\$0.00	302	\$31,891.20
310-B	36" HPPF CULVERT	0 L.F.	\$144.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
310-C	LOCATE AND ABANDON EXISTING DRAINAGE CULVERT IN PLACE	88 L.F.	\$180.00	\$15,840.00	88	\$15,840.00		\$0.00	88	\$15,840.00
320-A	CONFLICT BOX	0 EA.	\$10,200.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
320-B	CATCH BASIN, SS-2 TYPE	0 EA.	\$7,200.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
320-C	CATCH BASIN, PEDESTAL TYPE	0 EA.	\$7,380.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
320-D	JUNCTION BOX	0 EA.	\$7,380.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	0 C.Y.	\$78.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
500-B	SELECT SANDY BACKFILL	426 C.Y.	\$21.60	\$9,201.60	420	\$9,072.00	6	\$129.60	426	\$9,201.60
500-C	GEOTEXTILE FABRIC	0 S.Y.	\$4.20	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1 L.S.	\$12,000.00	\$12,000.00	0	\$0.00	1	\$12,000.00	1	\$12,000.00
510-B	8" LIMESTONE ROAD BASE	60 S.Y.	\$24.00	\$1,440.00	60	\$1,440.00		\$0.00	60	\$1,440.00
510-C	MILL EXISTING ASPHALT PAVEMENT	473 S.Y.	\$9.00	\$4,257.00	473	\$4,257.00		\$0.00	473	\$4,257.00
510-D	SAWCUT JOINT	40 L.F.	\$10.80	\$432.00	0	\$0.00	40	\$432.00	40	\$432.00
510-E	VEGETATIVE COVER	0 S.Y.	\$6.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-F	SOLID SOD	4,350 S.Y.	\$18.00	\$78,300.00	3600	\$64,800.00	750	\$13,500.00	4350	\$78,300.00
510-G	CURB AND GUTTER RESTORATION OR INSTALLATION	146 L.F.	\$45.60	\$6,657.60	0	\$0.00	146	\$6,657.60	146	\$6,657.60
510-H	CONCRETE SIDEWALK RESTORATION OR INSTALLATION	78 S.Y.	\$78.00	\$6,084.00	0	\$0.00	78	\$6,084.00	78	\$6,084.00
510-I	FENCE RESTORATION	1,343 L.F.	\$42.00	\$56,406.00	1100	\$46,200.00	243	\$10,206.00	1343	\$56,406.00
510-J	TREE REMOVAL (8" - 12")	5 EA.	\$1,200.00	\$6,000.00	5	\$6,000.00		\$0.00	5	\$6,000.00
510-K	TREE REMOVAL (12.01" - 24")	7 EA.	\$1,800.00	\$12,600.00	7	\$12,600.00		\$0.00	7	\$12,600.00
510-L	TREE REMOVAL (24.01" - 36")	3 EA.	\$3,000.00	\$9,000.00	3	\$9,000.00		\$0.00	3	\$9,000.00
510-M	TREE REMOVAL (36.01" AND GREATER)	0 EA.	\$3,600.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-N	RELOCATE EXISTING SHED	1 EA.	\$960.00	\$960.00	1	\$960.00		\$0.00	1	\$960.00
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$2,400.00	\$2,400.00	88%	\$2,112.00	12%	\$288.00	100%	\$2,400.00
530-A	STORMWATER MANAGEMENT	1 L.S.	\$3,000.00	\$3,000.00	88%	\$2,640.00	12%	\$360.00	100%	\$3,000.00
CO1-1	42" HDPE CULVERT	571 L.F.	\$141.80	\$80,967.80	571	\$80,967.80		\$0.00	571	\$80,967.80
CO1-2	42" HPPF CULVERT	60 L.F.	\$182.40	\$10,944.00	60	\$10,944.00		\$0.00	60	\$10,944.00
CO1-3	48" HDPE CULVERT	695 L.F.	\$158.50	\$110,227.00	695	\$110,227.00		\$0.00	695	\$110,227.00
CO1-4	REVISED CONFLICT BOX	2 EA.	\$10,700.00	\$21,400.00	2	\$21,400.00		\$0.00	2	\$21,400.00
CO1-5	REVISED CATCH BASIN, SS-2 TYPE	4 EA.	\$7,700.00	\$30,800.00	4	\$30,800.00		\$0.00	4	\$30,800.00
CO1-6	REVISED CATCH BASIN, PEDESTAL TYPE	5 EA.	\$7,880.00	\$39,400.00	5	\$39,400.00		\$0.00	5	\$39,400.00
CO1-7	REVISED JUNCTION BOX	3 EA.	\$8,180.00	\$24,540.00	3	\$24,540.00		\$0.00	3	\$24,540.00
CO1-1	REPAIR SINKHOLE ON MITCHELL RD.	1 L.S.	\$1,800.00	\$1,800.00	0	\$0.00	1	\$1,800.00	1	\$1,800.00
TOTAL BASE BID				\$612,548.20		\$561,091.00		\$51,457.20		\$612,548.20
ALTERNATE										
510-O	HOT BITUMINOUS PAVEMENT SURFACE COURSE (1.25 MM MIX)	44 TCNS	\$183.00	\$7,992.00	0	\$0.00	44	\$7,992.00	44	\$7,992.00
510-P	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	0 TCNS	\$182.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
TOTAL ALL UNIT PRICE BASE BID + ALTERNATE				\$620,468.20		\$561,091.00		\$59,377.20		\$620,468.20

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

TO: (Owner)
City of Long Beach

ENGINEER'S PROJECT NO. #1318
CONTRACT FOR: Entire Project
CONTRACT DATE:

PROJECT: Parkwood and Briarwood Area Drainage
Improvements (2025)

State of: Mississippi
County of: Rankin

The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that,
he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work,
labor, and services performed, and for all known indebtedness and claims against the Contractor for damages
arising in any manner in connection with the performance of the Contract referenced above for which the Owner
or his property might be held responsible.

CONTRACTOR: Jay Bearden Construction, Inc.
(Address) 662 Old Highway 49 S
Richland, MS 39218
BY: Keith Bearden, Vice President

Subscribed and sworn to before me this 25th day of August, 2026

NOTARY PUBLIC
Exp. 10/31/2028
Jackson P. Bearden
Rankin County
Comm # 483849
STATE OF MISSISSIPPI

Notary Public Jackson Bearden
My Commission Expires: 10/31/28

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.
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and American Society of Civil Engineers. All rights reserved.
Page 13 of 15

ACORD®
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2028

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

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

JAYBEAR-01

CONTACT
NAME: Emily Murphy
PHONE (A/C, No, Ext): 801-863-3122
E-MAIL: Emily_Murphy@ajg.com
ADDRESS: Emily_Murphy@ajg.com
FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE
INSURER A: Union Insurance Company NAIC # 25844
INSURER B: LUBA Casualty Insurance Company 12472
INSURER C:
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 1903740991

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	TYPE OF INSURANCE	ADDL. BURN	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		IND. W/O		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2,000 Property Damage Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJ ☐ LOC OTHER:	Y	CPA4588413-40	3/25/2028	3/25/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CPA4588413-40	3/25/2028	3/25/2027	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ ☒ OCCUR CLAIMS-MADE		CPA4588413-40	3/25/2028	3/25/2027	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	028000024869125	7/1/2025	7/1/2028	☒ 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 Leased & Rented Eqpt \$200,000
A	Leased/Rented Equipment Installation Floater		CPA4588413-40	3/25/2028	3/25/2027	Leased & Rented Eqpt \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Lynwood Subdivision Certificate holder is shown as additional insured on General Liability as required by written contract only as respects insured's operations.

CERTIFICATE HOLDER
City of Long Beach
201 Jeff Davis Avenue
Long Beach MS 38560
USA

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

Minutes of September 1, 2026
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2028

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

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: Emily_Murphy@ajg.com

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: 1805105557

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR \$2,000 Property ☒ Damage Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PER ☐ LOC OTHER:	Y	CPA4586413-40	3/25/2028	3/25/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000

| A | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRE AUTOS ONLY ☒ | Y | CPA4586413-40 | 3/25/2028 | 3/25/2027 | 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 \$ | Y | CPA4586413-40 | 3/25/2028 | 3/25/2027 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 |
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

CANCELLATION

Overstreet & Associates Consulting Engineers
181 Lamuse Street, Suite 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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CONSENT OF SURETY
TO FINAL PAYMENT
AIA Document G707

Bond No. 108163034

- OWNER ☐
- ARCHITECT ☐
- CONTRACTOR ☐
- SURETY ☐
- OTHER ☐

TO OWNER: City of Long Beach
(Name and Address) 201 Jeff Davis Avenue
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Parkwood and Briarwood Area
Drainage Improvements (2025)

CONTRACT DATED:

PROJECT: Parkwood and Briarwood Area Drainage
(Name and Address) Improvements (2025)

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

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

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 25, 2026
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

(Signature of Authorized Representative)

John G. Raines, Attorney-in-Fact
(Title)

Attest:
(Seal): 



AIA DOCUMENT G707 - CONSENT OF SURETY TO FINAL PAYMENT - 1994 EDITION AIA
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INGTON, D.C. 20006-5292 - WARNING: Unlicensed photocopying violates U.S. copy-
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G707-1994

Minutes of September 1, 2026
Mayor and Board of Aldermen

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

POWER OF ATTORNEY

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 of RIDGELAND, Mississippi, and the Companies do hereby make, constitute and appoint JOHN G RAINES of 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 13th day of May, 2026.



State of Connecticut

By: 

Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the 13th day of May, 2026, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 31st day of March, 2031



Marie E. Sorensen, 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 26th day of August, 2026





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.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT	Parkwood & Briarwood Area Drainage Improvements Project
DATE OF ISSUANCE	August 24, 2026
OWNER	City of Long Beach
OWNER'S Contract No.	
CONTRACTOR	Jay Bearden Construction, Inc
ENGINEER	Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER

And To Jay Bearden Construction, Inc
CONTRACTOR

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

August 21, 2026
DATE OF SUBSTANTIAL COMPLETION

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

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 8/26 2026
Overstreet & Associates, PLLC.
By: [Signature] ENGINEER
(Authorized Signature)
CONTRACTOR accepts this Certificate of Substantial Completion on August 21 2026
Jay Bearden Construction, Inc
CONTRACTOR
By: Jackson Bearden Jackson Bearden, Treasurer
OWNER accepts this Certificate of Substantial Completion on 08/26 26
City of Long Beach
OWNER
By: [Signature] Mayor R. Tenpe
(Authorized Signature)

Parkwood and Briarwood Area Drainage Improvements

PUNCHLIST

August 24, 2026

- 1. Adjust fence post side yard of 739 Parkwood Drive
- 2. Grout all drainage structures throughout the construction site
- 3. Remedy depression on both sides of curb inlet #4

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to accept the project closeout documents and recommendations of final acceptance of the Parkwood and Briarwood Area Drainage Improvements as follows and authorize the Mayor to execute same:

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Mayor and Board of Aldermen



OVERSTREET
& ASSOCIATES
CONSULTING ENGINEERS

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

August 28, 2026

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

RE: Project Closeout Documents & Recommendation of Final Acceptance
Parkwood & Briarwood Area Drainage Improvements

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. The following project closeout documents are included:

- 1. Change Order No. 4 Summary
- 2. Pay Application No. 8 Final
- 3. Contractor's Affidavit of Debts and Claims and Waiver of Liens
- 4. Updated Certificate of Liability Insurance
- 5. Consent of Surety to Final Payment
- 6. Fully executed Certificate of Substantial Completion

The final change order reflects a slight decrease in the total project cost, primarily due to final field-measured quantities, and pay item adjustments identified during construction. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,


David Ball, P.E.

Change Order
No. 4 (Summary)

Date of Issuance:	8/24/2026	Effective Date:	9/1/2026
Project:	Owner: City of Long Beach	Owner's Contract No.:	
Contract:	Parkwood & Briarwood Area Drainage Improvements (2025)	Date of Contract:	8/20/2025
Contractor:	Jay Bearden Construction, Inc.	Engineer's Project No.:	1918
The Contract Documents are modified as follows upon execution of this Change Order:			
Description:			
1. Adjust contract quantities to conform with final field conditions.			
2. Add additional time due to weather.			
Attachments: (List documents supporting change):			
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times: ☐ Working Days ☒ Calendar days	
\$494,628.00		Substantial completion (days or date): 4/15/2026	
(Increase) In Contract Price from previous Change Orders No. 1 to No. 3		Ready for final payment (days or date):	
\$138,925.00		Change In Contract Time from previous Change Orders No. 1 to No. 3	
Contract Price prior to this Change Order:		Substantial completion (days or date): 8/13/2026	
\$633,553.00		Ready for final payment (days or date):	
(Decrease) In Contract Price due to this Change Order:		Contract Times prior to this Change Order:	
(\$13,084.80)		Substantial completion (days or date): 8/13/2026	
Revised Contract Price Incorporating this Change Order:		Ready for final payment (days or date):	
\$620,468.20		(Increase) In Contract Time due to this Change Order:	
		Substantial completion (days or date): 8	
		Ready for final payment (days or date):	
		Contract Times incorporating this Change Order:	
		Substantial completion (days or date): 8/21/2026	
		Ready for final payment (days or date):	

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: 	By: Jackson Bearden	By: 
Date: 8/26/2026	Date: 8/26/26	Date: 09/02/26

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Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER				4 (Summary)		PROJECT NO.			1318
NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT	
BASE BID									
010-A	MOBILIZATION	1	L.S.	\$36,000.00		\$0.00	1	\$36,000.00	
310-A	36" HDPE CULVERT	305	L.F.	\$105.60	(3)	(\$316.80)	307	\$31,891.70	
310-B	36" HPPP CULVERT	0	L.F.	\$144.00		\$0.00	0	\$0.00	
310-C	LOCATE AND ABANDON EXISTING DRAINAGE CULVERT IN-PLACE	80	L.F.	\$180.00	8	\$1,440.00	88	\$15,840.00	
320-A	CONFLICT BOX	0	EA.	\$10,200.00		\$0.00	0	\$0.00	
320-B	CATCH BASIN, SS-2 TYPE	0	EA.	\$7,200.00		\$0.00	0	\$0.00	
320-C	CATCH BASIN, PEDESTAL TYPE	0	EA.	\$7,380.00		\$0.00	0	\$0.00	
320-D	JUNCTION BOX	0	EA.	\$7,380.00		\$0.00	0	\$0.00	
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	40	C.Y.	\$78.00	(40)	(\$3,120.00)	0	\$0.00	
500-B	SELECT SANDY BACKFILL	110	C.Y.	\$21.60	316	\$6,825.60	426	\$9,201.60	
500-C	GEOTEXTILE FABRIC	180	S.Y.	\$4.20	(180)	(\$756.00)	0	\$0.00	
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$12,000.00		\$0.00	1	\$12,000.00	
510-B	8" LIMESTONE ROAD BASE	290	S.Y.	\$24.00	(230)	(\$5,520.00)	60	\$1,440.00	
510-C	MILL EXISTING ASPHALT PAVEMENT	520	S.Y.	\$9.00	(47)	(\$423.00)	473	\$4,257.00	
510-D	SAWCUT JOINT	110	L.F.	\$10.80	(70)	(\$756.00)	40	\$432.00	
510-E	VEGETATIVE COVER	500	S.Y.	\$6.00	(500)	(\$3,000.00)	0	\$0.00	
510-F	SOLID SOD	4,350	S.Y.	\$18.00		\$0.00	4,350	\$78,300.00	
510-G	CURB AND GUTTER RESTORATION OR INSTALLATION	80	L.F.	\$45.60	66	\$3,009.60	146	\$6,657.60	
510-H	CONCRETE SIDEWALK RESTORATION OR INSTALLATION	50	S.Y.	\$78.00	28	\$2,184.00	78	\$6,084.00	
510-I	FENCE RESTORATION	1,400	1	\$42.00	(57)	(\$2,394.00)	1,343	\$56,406.00	
510-J	TREE REMOVAL (8" - 12")	3	EA.	\$1,200.00	2	\$2,400.00	5	\$6,000.00	
510-K	TREE REMOVAL (12.01" - 24")	3	EA.	\$1,800.00	4	\$7,200.00	7	\$12,600.00	
510-L	TREE REMOVAL (24.01" - 36")	3	EA.	\$3,000.00		\$0.00	3	\$9,000.00	
510-M	TREE REMOVAL (36.01" AND GREATER)	1	EA.	\$3,600.00	(1)	(\$3,600.00)	0	\$0.00	
510-N	RELOCATE EXISTING SHED	5	EA.	\$960.00	(4)	(\$3,840.00)	1	\$960.00	
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$2,400.00		\$0.00	1	\$2,400.00	
530-A	STORMWATER MANAGEMENT	1	L.S.	\$3,000.00		\$0.00	1	\$3,000.00	
C01-1	42" HDPE CULVERT	555	L.F.	\$141.80	16	\$2,268.80	571	\$80,967.80	
C01-2	42" HPPP CULVERT	60	L.F.	\$182.40		\$0.00	60	\$10,944.00	
C01-3	48" HDPE CULVERT	690	L.F.	\$158.60	5	\$793.00	695	\$110,227.00	
C01-4	REVISED CONFLICT BOX	2	EA.	\$10,700.00		\$0.00	2	\$21,400.00	
C01-5	REVISED CATCH BASIN, SS-2 TYPE	4	EA.	\$7,700.00		\$0.00	4	\$30,800.00	
C01-6	REVISED CATCH BASIN, PEDESTAL TYPE	5	EA.	\$7,880.00		\$0.00	5	\$39,400.00	
C01-7	REVISED JUNCTION BOX	3	EA.	\$8,180.00		\$0.00	3	\$24,540.00	
C03-1	REPAIR SINKHOLE ON MITCHELL RD.	1	L.S.	\$1,800.00		\$0.00	1	\$1,800.00	
TOTAL BASE BID				\$610,153.00		\$2,395.20		\$612,548.20	
ALTERNATE									
510-O	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	60	TONS	\$180.00	(16)	(\$2,880.00)	44	\$7,920.00	
510-P	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	70	TONS	\$180.00	(70)	(\$12,600.00)	0	\$0.00	
TOTAL ALL UNIT PRICE BASE BID + ALTERNATE				\$633,553.00		(\$13,084.80)		\$620,468.20	

APPLICATION FOR PAYMENT NO. 8 (Final)

TO: City of Long Beach (OWNER)

Contract for: Parkwood & Briarwood Area Drainage Improvements (Rebid) Dated: 8/20/2025

OWNER'S Project No.: _____

ENGINEER'S Project No.: 1318

For work accomplished through the date of: 8/21/2026

CURRENT CONTRACT AMOUNT: \$620,468.20

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$620,468.20
STORED MATERIALS					\$0.00
TOTAL					\$620,468.20
(Orig. Contract)			\$494,628.00		
CO 1			\$66,865.00		
CO 2			\$0.00		
CO 3			\$72,060.00		
CO 4 (Summary)			(\$13,084.80)		

Accompanying Documentation:

GROSS AMOUNT DUE \$ 620,468.20

LESS 0% RETAINAGE \$ 0.00

AMOUNT DUE TO DATE \$ 620,468.20

LESS PREVIOUS PAYMENTS \$ 533,036.45

AMOUNT DUE THIS APPLICATION \$ 87,431.75

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 8 (Final) inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: Aug. 24, 2026

Jay Bearden Construction, Inc
662 Old Hwy 49 South
Richland, MS 39218
Vendor # 5201
CONTRACTOR

By: Jackson Bearden

ENGINEER'S Recommendation:

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

Dated: 8/26, 2026

Overstreet & Associates, PLLC
ENGINEER

By: [Signature]

Page 1 of 2

M.B. 113
09.01.26 Regular

Minutes of September 1, 2026
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 8 (Final) PROJECT NO. 1318

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	BASE BID									
010-A	MOBILIZATION	1	L.S.	\$36,000.00	\$36,000.00	100%	\$36,000.00		100%	\$36,000.00
310-A	36" HDPE CULVERT	302	L.F.	\$105.60	\$31,891.20	302	\$31,891.20	\$0.00	302	\$31,891.20
310-B	36" HDPP CULVERT	0	L.F.	\$144.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
310-C	LOCATE AND ABANDON EXISTING DRAINAGE CULVERT IN PLACE	88	L.F.	\$180.00	\$15,840.00	88	\$15,840.00	\$0.00	88	\$15,840.00
320-A	CONFLICT BOX	0	EA.	\$10,200.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
320-B	CATCH BASIN, SS 2 TYPE	0	EA.	\$7,200.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
320-C	CATCH BASIN, PEDESTAL TYPE	0	EA.	\$7,380.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
320-D	JUNCTION BOX	0	EA.	\$7,380.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	0	C.Y.	\$78.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
500-B	SELECT SANDY BACKFILL	426	C.Y.	\$21.60	\$9,201.60	426	\$9,201.60	\$129.60	426	\$9,201.60
500-C	GEOTEXTILE FABRIC	0	S.Y.	\$4.20	\$0.00	0	\$0.00	\$0.00	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$12,000.00	\$12,000.00	0	\$0.00	\$12,000.00	1	\$12,000.00
510-B	8" LIMESTONE ROAD BASE	60	S.Y.	\$24.00	\$1,440.00	60	\$1,440.00	\$0.00	60	\$1,440.00
510-C	MILL EXISTING ASPHALT PAVEMENT	473	S.Y.	\$9.00	\$4,257.00	473	\$4,257.00	\$0.00	473	\$4,257.00
510-D	SAWCUT JOINT	40	L.F.	\$10.80	\$432.00	0	\$0.00	\$432.00	40	\$432.00
510-E	VEGETATIVE COVER	0	S.Y.	\$6.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
510-F	SOLID SOD	4,350	S.Y.	\$18.00	\$78,300.00	3600	\$64,800.00	\$13,500.00	4350	\$78,300.00
510-G	CURB AND GUTTER RESTORATION OR INSTALLATION	146	L.F.	\$45.60	\$6,657.60	0	\$0.00	\$6,657.60	146	\$6,657.60
510-H	CONCRETE SIDEWALK RESTORATION OR INSTALLATION	78	S.Y.	\$78.00	\$6,084.00	0	\$0.00	\$6,084.00	78	\$6,084.00
510-I	FENCE RESTORATION	1,243	L.F.	\$42.00	\$52,206.00	1100	\$46,200.00	\$10,206.00	1343	\$56,406.00
510-J	TREE REMOVAL (8" - 12")	3	EA.	\$1,200.00	\$3,600.00	5	\$6,000.00	\$0.00	5	\$6,000.00
510-K	TREE REMOVAL (12.01" - 24")	7	EA.	\$1,800.00	\$12,600.00	7	\$12,600.00	\$0.00	7	\$12,600.00
510-L	TREE REMOVAL (24.01" - 36")	3	EA.	\$3,000.00	\$9,000.00	3	\$9,000.00	\$0.00	3	\$9,000.00
510-M	TREE REMOVAL (36.01" AND GREATER)	0	EA.	\$3,600.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
510-N	RELOCATE EXISTING SHED	1	EA.	\$960.00	\$960.00	1	\$960.00	\$0.00	1	\$960.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$2,400.00	\$2,400.00	88%	\$2,112.00	\$288.00	100%	\$2,400.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$3,000.00	\$3,000.00	88%	\$2,640.00	\$360.00	100%	\$3,000.00
C01-1	42" HDPE CULVERT	571	L.F.	\$141.80	\$80,967.80	571	\$80,967.80	\$0.00	571	\$80,967.80
C01-2	42" HDPP CULVERT	60	L.F.	\$182.40	\$10,944.00	60	\$10,944.00	\$0.00	60	\$10,944.00
C01-3	48" HDPE CULVERT	695	L.F.	\$158.60	\$110,227.00	695	\$110,227.00	\$0.00	695	\$110,227.00
C01-4	REVISED CONFLICT BOX	2	EA.	\$10,700.00	\$21,400.00	2	\$21,400.00	\$0.00	2	\$21,400.00
C01-5	REVISED CATCH BASIN, SS-2 TYPE	4	EA.	\$7,700.00	\$30,800.00	4	\$30,800.00	\$0.00	4	\$30,800.00
C01-6	REVISED CATCH BASIN, PEDESTAL TYPE	5	EA.	\$7,880.00	\$39,400.00	5	\$39,400.00	\$0.00	5	\$39,400.00
C01-7	REVISED JUNCTION BOX	3	EA.	\$8,180.00	\$24,540.00	3	\$24,540.00	\$0.00	3	\$24,540.00
C03-1	REPAIR SINKHOLE ON MITCHELL RD.	1	L.S.	\$1,800.00	\$1,800.00	0	\$0.00	\$1,800.00	1	\$1,800.00
TOTAL BASE BID				\$612,548.20		\$561,091.00		\$51,457.20		\$612,548.20
	ALTERNATE									
510-D	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	44	TONS	\$180.00	\$7,920.00	0	\$0.00	\$7,920.00	44	\$7,920.00
510-P	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	0	TONS	\$180.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00
TOTAL ALL UNIT PRICE BASE BID + ALTERNATE				\$620,468.20		\$561,091.00		\$59,377.20		\$620,468.20

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

TO: (Owner)
City of Long Beach
ENGINEER'S PROJECT NO. #1318
CONTRACT FOR: Entire Project
CONTRACT DATE:
PROJECT: Parkwood and Briarwood Area Drainage Improvements (2025)

State of: Mississippi
County of: Rankin

The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR: Jay Bearden Construction, Inc.
(Address) 662 Old Highway 49 S
Richland, MS 39218
BY: Keith Bearden, Vice President

Subscribed and sworn to before me this 25th day of August, 2026

Notary Public Jackson Bearden
My Commission Expires: 10/31/28

Minutes of September 1, 2026
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2028

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

CONTACT NAME: Emily Murphy

PHONE (A/C, No, Ext): 601-863-3122

FAX (A/C, No):

E-MAIL: Emily_Murphy@ajg.com

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

JAYBEAR-01

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

COVERAGES

CERTIFICATE NUMBER: 1903740991

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.

INSTR. LTR.	TYPE OF INSURANCE	ADDL. SUBR. INSD. WYD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCUR \$2,000 Property Damage Deductibl		CPA4586413-40	3/25/2026	3/25/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea. occurrence) \$1,000,000 PREMISES (Ea. occurrence) \$100,000 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 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:					
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CPA4586413-40	3/25/2026	3/25/2027	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 OCUR CLAIMS-MADE		CPA4586413-40	3/25/2026	3/25/2027	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	028000024868125	7/1/2025	7/1/2028	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 Installation Floater		CPA486413-40	3/25/2026	3/25/2027	Leased & Rented Eqp \$200,000

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

Project: Lynwood Subdivision Certificate holder is shown as additional insured on General Liability as required by written contract only as respects insured's operations.

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Avenue Long Beach MS 38560 USA	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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ACORD 25 (2016/03)

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		DATE (MM/DD/YYYY) 3/24/2026					
CERTIFICATE OF INSURANCE							
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		CONTACT NAME: Emily Murphy PHONE: (A/C No., Ext.) 801-863-3122 FAX (A/C, No.): EMAIL: Emily_Murphy@ajg.com					
INSURED Jay Bearden Construction, Inc. P.O. Box 180428 Richland MS 38218		INSURER(S) PROVIDING 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: 1805105557 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 LIMITATIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
POLY LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ \$2,000 Property ☒ Damage Deductible GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ HCC ☐ LOC OTHER:	Y	CPA4588413-40	3/25/2025	3/25/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
A	☒ AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED NON-OWNED AUTOS ONLY	Y	CPA4886413-40	3/25/2026	3/25/2027	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000	
A	☒ UMBRELLA LIAB EXCESS LIAB COV'D ☒ PROPORTION \$	X	OCCUR CLAIMS MADE Y	CPA4588413-40	3/25/2026	3/25/2027	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER'S EXCLUDED (Mandatory in RI, CT, NJ, DC, IL, MD, NY, VA, WA, WI, WY)	Y/N N	N/A	028000024868125	7/1/2026	7/1/2026	X BEN STATUTE \$1,000,000 E.L. ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Leased & Rented Equip \$200,000
A	Leased/Rented Equipment Installation Floater		CPA4588413-40	3/25/2026	3/25/2027	\$200,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) NOTE: 1318 - Greenwood 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				CANCELLATION			
Overstreet & Associates Consulting Engineers 181 Lamont Street, Suite 203 Bloomington MS 39230				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			

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09.01.26 Regular

Minutes of September 1, 2026
Mayor and Board of Aldermen

CONSENT OF SURETY
TO FINAL PAYMENT
AIA Document G707

Bond No. 108163034

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER: City of Long Beach
(Name and Address) 201 Jeff Davis Avenue
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Parkwood and Briarwood Area
Drainage Improvements (2025)

PROJECT: Parkwood and Briarwood Area Drainage
(Name and Address) Improvements (2025)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

on bond of
(Insert name and address of Contractor)
Jay Bearden Construction, Inc
P O Box 180428
Richland, MS 39218

hereby approves final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of
(Insert name and address of Owner)
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 25, 2026
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

(Signature of Authorized Representative)

John G. Raines, Attorney-in-Fact
(Title)

Attest:
(Seal):



AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT • 1994 EDITION AIA
C 1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASH.
INGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copy-
right laws and will subject the violator to legal prosecution

G707-1994

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

POWER OF ATTORNEY

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 the Companies do hereby make, constitute and appoint JOHN G. RAINES, 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 13th day of May, 2026.



State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the 13th day of May, 2026, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 31st day of March, 2031



Marie E. Sorensen, 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 Second 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 undertaking 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 26th day of August, 2026



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 September 1, 2026
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Parkwood & Briarwood Area
Drainage Improvements Project

DATE OF ISSUANCE August 24, 2026

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR Jay Bearden Construction, Inc ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER

And To Jay Bearden Construction, Inc
CONTRACTOR

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

August 21, 2026
DATE OF SUBSTANTIAL COMPLETION

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

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

Page 1 of 2

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on 8/26/2026
Overstreet & Associates, PLLC.
By: [Signature] (Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 21, 2026
Jay Bearden Construction, Inc
CONTRACTOR
By: Jackson Bearden, Treasurer

OWNER accepts this Certificate of Substantial Completion on 8/26/26
City of Long Beach
OWNER
By: [Signature] (Authorized Signature)

Page 2 of 2

Parkwood and Briarwood Area Drainage Improvements

PUNCHLIST

August 24, 2026

- 1. Adjust fence post side yard of 739 Parkwood Drive
- 2. Grout all drainage structures throughout the construction site
- 3. Remedy depression on both sides of curb inlet #4

Minutes of September 1, 2026
Mayor and Board of Aldermen

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve change order number 2 for the Long Beach Harbor Southern Quay and authorize Mayor to execute same:



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 28, 2026

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

**RE: Change Order No. 2
 Long Beach Harbor – Southern Quay**

Ladies and Gentlemen:

The attached change order reflects a request from the Contractor for a contract time adjustment. Their request documents a number of issues encountered during construction which caused delays in their completion of the work to-date. We recognize the validity of their request and offer a few comments to inform the City's decision:

- 1. The Contractor references additional time necessary to perform the sheetpile sealing work. They offered a \$100,000 credit to perform the work "in-house" with a slightly different methodology than as-bid. Although this was a credit, their performance of the work "in-house" did take more time to perform than as originally bid. Although we didn't include a time extension in Change Order 1 with that credit, we do think it is reasonable to provide some a contract time extension at this point.
- 2. The Contractor advises that they elected to focus on the Inner Bulkhead project during normal low-tide times of year. This obviously resulted in slower performance of the Southern Quay project, but facilitated appropriate completion of the Inner Bulkhead project. We do believe the Contractor is on-schedule to complete that project. We believe this is a reasonable item for consideration for a time extension.
- 3. The passing of Mr. Colton Fore (owner of WC Fore) caused delay. Although the Contract conditions may not recognize the very specifics of this situation, we believe it is reasonable that the death of Mr. Colton Fore caused a material impact to their capability to perform the scope of work at normal efficiencies. His death led to a liquidation of portions of their operation, including an auction of large equipment such as the crane used for the work in the LB Harbor. This required significant effort from their personnel.
- 4. We also recognize that there have been a limited number of weather impacts which have been encountered during the work, although they weren't explicitly requested by the Contractor.

In summary, we believe a time extension for the referenced project is reasonable and furthermore will result in no practical impact to the opening of the City's Harbor. We recommend approval of this change order and are ready to answer any questions.

Sincerely,


David Ball, P.E.

Minutes of September 1, 2026
Mayor and Board of Aldermen

Change Order
No. 2

Date of Issuance 8/27/2026Effective Date 9/1/2026

Project: Long Beach Harbor - Southern Quay

City of Long Beach

Owner's Contract No. 8/20/2025

Contractor: W.C. Fore Trucking, Inc.

Engineer's Project No. 1171-3C

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

1. Contractor requests a 45-day contract time extension for various time impacts encountered during construction, including weather delays, significant corporate events, and project scheduling/weather coordination events.

1. Contractor's request.

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

Original Contract Price \$2,692,497.50

Original Contract Times 300 Working Days 8/29/2026

Decrease in Contract Price from Previous Change Order No. n/a to No. n/a

Change in Contract Time from Previous Change Order No. n/a to No. n/a

Contract Price after this Change Order \$2,592,497.50

Contract Times after this Change Order 300

Change in Contract Price due to this Change Order \$0.00

Increase in Contract Time due to this Change Order 45

Revised Contract Price incorporating this Change Order \$2,592,497.50

Contract Times incorporating this Change Order 10/13/2026

RECOMMENDED
(ENGINEER)

ACCEPTED
(CONTRACTOR)

ACCEPTED
(OWNER)

By [Signature] Date 8/31/2026

By [Signature] Date 8-31-26

By [Signature] Date 09/02/24

ATTACHMENT TO CHANGE ORDER NUMBER				2		PROJECT NO. 1171-3C			
NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT	
BASE BID									
1-A	MOBILIZATION	1 L.S.	\$ 316,300.00	\$316,300.00		\$0.00	1	\$316,300.00	
3-A	QUAY DEMOLITION & REMOVAL OF OBSTRUCTIONS	1 L.S.	\$ 40,000.00	\$40,000.00		\$0.00	1	\$40,000.00	
4-A	SHEET PILE SPALL REPAIR	20 C.F.	\$ 137.50	\$2,750.00		\$0.00	20	\$2,750.00	
4-B	SHEET PILE CRACK REPAIR	30 L.F.	\$ 90.00	\$2,700.00		\$0.00	30	\$2,700.00	
4-C	POLYURATHANE INJECTION	0 L.S.	\$ 250,000.00	\$0.00		\$0.00	0	\$0.00	
5-A	CAST-IN-PLACE CONCRETE BULKHEAD PILE CAP, PM	650 L.F.	\$ 1,227.00	\$797,550.00		\$0.00	650	\$797,550.00	
5-B	CAST-IN-PLACE CONCRETE GRADE BEAM 12"x16", PM	1,200 L.F.	\$ 62.00	\$74,400.00		\$0.00	1,200	\$74,400.00	
5-C	CAST-IN-PLACE CONCRETE GRADE BEAM TYPE 12"x24", PM	50 L.F.	\$ 84.00	\$4,200.00		\$0.00	50	\$4,200.00	
5-D	SHEET PILE PIPE PENETRATION	2 EA.	\$ 6,000.00	\$12,000.00		\$0.00	2	\$12,000.00	
30-A	TRENCHING 24" DEEP (SECONDARY VOLTAGE)	300 L.F.	\$ 10.00	\$3,000.00		\$0.00	300	\$3,000.00	
30-B	LIGHT POLE EXCAVATION	2 EA.	\$ 1,800.00	\$3,600.00		\$0.00	2	\$3,600.00	
41-A	4" VINYL COATED CHAIN LINK FENCE	310 L.F.	\$ 42.00	\$13,020.00		\$0.00	310	\$13,020.00	
310-A	12" RCP	48 L.F.	\$ 105.00	\$5,040.00		\$0.00	48	\$5,040.00	
320-A	CATCH BASIN	2 EA.	\$ 8,500.00	\$17,000.00		\$0.00	2	\$17,000.00	
500-A	BORROW EXCAVATION, AH, LVM (CLASS B3)	700 C.Y.	\$ 18.00	\$12,600.00		\$0.00	700	\$12,600.00	
500-B	GEOTEXTILE FABRIC, TYPE V	1,400 S.Y.	\$ 6.75	\$9,450.00		\$0.00	1,400	\$9,450.00	
510-A	SUB-BASE PREPARATION	7,500 S.Y.	\$ 1.65	\$12,375.00		\$0.00	7,500	\$12,375.00	
510-B	12.5 MM, MT, ASPHALT PAVEMENT, FM	7,500 S.Y.	\$ 21.75	\$163,125.00		\$0.00	7,500	\$163,125.00	
510-C	19 MM, MT, ASPHALT PAVEMENT, FM	7,500 S.Y.	\$ 43.50	\$326,250.00		\$0.00	7,500	\$326,250.00	
510-D	PAVEMENT MARKINGS, STRIPING AND SIGNAGE	1 L.S.	\$ 15,000.00	\$15,000.00		\$0.00	1	\$15,000.00	
510-E	REINFORCED CONCRETE SIDEWALK / PAVEMENT	1,500 S.Y.	\$ 110.00	\$165,000.00		\$0.00	1,500	\$165,000.00	
510-F	HEADER CURB	45 L.F.	\$ 110.00	\$4,950.00		\$0.00	45	\$4,950.00	
510-G	MILLING EXISTING ASPHALT PAVEMENT	2,250 S.Y.	\$ 8.75	\$19,687.50		\$0.00	2,250	\$19,687.50	
520-A	CLEAN SAND FILL, AH, LVM	250 C.Y.	\$ 28.00	\$7,000.00		\$0.00	250	\$7,000.00	
C01-1	MODIFIED SCOPE - ITEM 4-C (GROUTING EACH JOINT VIA 4" ANGLE & INJECTED GROUT)	1 L.S.	\$ 150,000.00	\$150,000.00		\$0.00	1	\$150,000.00	
TOTAL BASE BID				\$2,176,997.50		\$0.00		\$2,176,997.50	
ALTERNATE NO. 1									
3-B	PIER 4 DEMOLITION & REMOVAL OF OBSTRUCTIONS	1 L.S.	\$ 30,000.00	\$30,000.00		\$0.00	1	\$30,000.00	
6-A	14"x14" PRECAST CONCRETE PILING	900 L.F.	\$ 110.00	\$99,000.00		\$0.00	900	\$99,000.00	
6-B	PRECAST CAPS	300 L.F.	\$ 375.00	\$112,500.00		\$0.00	300	\$112,500.00	
6-C	PRECAST SLABS	3,000 S.F.	\$ 40.00	\$120,000.00		\$0.00	3,000	\$120,000.00	
6-D	BULB-OUT	2 EA.	\$ 8,250.00	\$16,500.00		\$0.00	2	\$16,500.00	
42-A	12" UTILITY CHASE	300 L.F.	\$ 125.00	\$37,500.00		\$0.00	300	\$37,500.00	
TOTAL ALTERNATE 1				\$415,500.00		\$0.00		\$415,500.00	
TOTAL ALL UNIT PRICE BASE BID + ALTERNATE NO. 1				\$2,592,497.50		\$0.00		\$2,592,497.50	

Minutes of September 1, 2026
Mayor and Board of Aldermen

August 27, 2026
Overstreet & Associates Consulting Engineers
161 Lameuse Street, Suite 203
Biloxi, MS 39503

W.C. Fore Trucking
14270 Creosote Rd
Gulfport, MS 39503

Re: City of Long Beach

Dear David Ball,

I am reaching out to you in regard to the City of Long Beach Southern Quay project. As you are aware, WC Fore has performed work on 3 of the projects at the harbor. One was actually completed ahead of schedule. However, Southern Quay is extending past the completion date. At this time, I would like to offer an explanation for the delay.

The agreed start date for the Southern Quay was actually delayed due to the inner Bulkhead. The weather conditions at the time made it easier to move some tasks ahead at the inner project. The tide was low at that point which resulted in perfect conditions to complete the phase at that time without regards to unpredictable gulf issues.

By performing the work at that time, WC Fore was able to save the City of Long Beach approximately \$100,000 by not outsourcing this work and completing it with our company. However, it did put us behind in the Southern Quay.

Also, during this period, the owner of our company, Mr. WC Fore passed away. While everything was set up to continue the operation we had some matters that had to be addressed immediately. Mr. Fore requested a team of executors to be in place to oversee the different divisions of his companies. This required a hearing for a judge to approve the board.

At this time, we would like to request a 45 day extension to complete the Southern Quay. After careful review, we do not see any issue that would cause us to exceed the 45 days. We value the working relationship that WC Fore has with the owner and project manager of this project. We hope that you would consider the work that has been completed in a timely manner, as well as being cost conscience to the entire project, and grant us the request.

Regards,
Joe Stewart

Project Manager Mike Glass submitted an amendment to the contract with Tyler Technologies for the Mayor and Board to review. Upon completion of their review, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the amendment to the contract with Tyler Technologies and authorize the Mayor to execute same:



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Long Beach, Mississippi, with a mailing address of PO Box 929, Long Beach, Mississippi 39560-0929 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated August 16, 2002 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

- 1. Removing Hardware Maintenance Services.
 - a. The following hardware maintenance services are hereby removed from the Agreement as of April 1, 2026:

Payments PCI Service Fee (Per Device)
 - b. As of such date, Client's right to access the above-listed services is terminated, as are Tyler's/the Third Party's obligations to provide such services.
 - c. Additionally, Client's payment obligation for the above-listed services ends on the same date.
- 2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.
By: _____
Name: _____
Title: _____
Date: _____

City of Long Beach, Mississippi
By: 
Name: Timothy I. Pierce
Title: Mayor
Date: 9-2-26

Minutes of September 1, 2026
Mayor and Board of Aldermen

* *

Alderman McCaffrey made motion, seconded by Alderman McGoey, and unanimously carried to approve the following list of inventory items to be submitted to auction:

AUCTION ASSET INVENTORY						
Assets flagged for auction from the inventory dated July 14, 2026						
VEHICLE	DESCRIPTION	SERIAL / VIN	MODEL	PURCHASE VALUE	EST. VALUE (DEPR.)	STATUS
PW3	1995 INTERNATIONAL DUMP TRUCK	1HTSCAANTH307158	DT466/4700	\$32,649.89		Auction
PW4	2010 TROYBILT CHIPPER/SHREDDER	1J107H /0082	24A060E766	\$400.00		Auction
PW8	2010 TROYBILT CHIPPER/SHREDDER	1J107H70084	24A060E766	\$400.00		Auction
PW15	2015 KUBOTA TRACTOR	14960	MX5100F	\$15,553.00		Auction
PW23	2015 JOHN DEERE W/BOOM MOWER	1LV5100ELGG100101	5100E	\$38,442.44		Auction
PW25	2014 BIG TFX LOWBOY	16VHX2021E2047632	27PH-70+S	\$8,030.00		Auction
PW27	2012 BUSH WHACKER 5'	11MD60-1150-50012	MD 60	\$1,459.20		Auction
PW31	2014 EVEN CUT EDGER	20170400149	E403 EAGLE HAWK	\$399.95		Auction
PW32	2014 EVEN CUT EDGER	20170400400	E403 EAGLE HAWK	\$399.95		Auction
PW55	2005 FORD DUMP TRUCK	1FDXF46P85EC07315	F-450	\$25,000.00		Auction
PW134	2011 NEW HOLLAND W/SIDE MOUNT	2BJH100420	T5060	\$25,714.29		Auction
PW141	1999 DODGE SEWER JETTER TRUCK	3B6MC3652XM551247	RAM3500	\$25,000.00		Auction
PW153	2014 PLASMA CUTTER	MX1415037628	CMS2	\$1,417.44		Auction
W11	2012 CHEVROLET PICK-UP	1GCCS8F94C8146366	COLORADO	\$14,495.00		Auction
	2018 Chevrolet Silverado	3GC4KNEC0JG279785	SILVERADO	P&R		Auction
	2006 Ram 1500	1D7H418N26J112529	RAM 1500	P&R		Auction
	2006 Ford City bus	1FDXE45P66HB07721	E-350 CONVERSION	P&R		Auction
TOTAL AUCTION VALUE				\$189,361.16	\$0.00 14 assets	

Building Official Mike Gundlach presented the Mayor and Board with stats from the Building Office for the month of August.

Community Affairs Director Courtney Cuevas-Welch presented the Mayor and Board with stats for the month of August and reminded the Mayor and Board of the Light in the Darkness March for Jesus scheduled for September 4, 2026.

No Derelict Properties at this time.

City Attorney Steve Simpson advised the board that he was presenting a check in the amount of \$7,054.68 received from the opioid settlement fund.

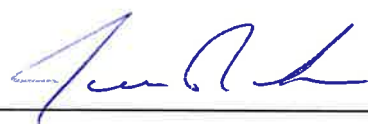
There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to adjourn until the next regular meeting in due course.

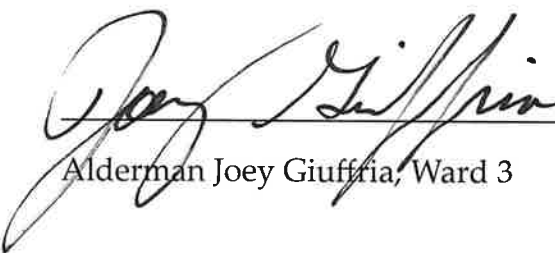
Minutes of September 1, 2026
Mayor and Board of Aldermen

APPROVED:


Alderman Donald Frazer, At-Large


Alderman Patrick Bennett, Ward 1

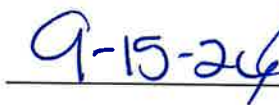

Alderman Jesse Allen, Ward 2


Alderman Joey Giuffria, Ward 3


Alderman Timothy McCaffrey, Jr., Ward 4


Alderman Greg Bonds, Ward 5


Alderman Pete L. McGoey, Ward 6


Date

ATTEST: 
Emma Ward, City Clerk

CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
MINUTES OF CLOSED AND EXECUTIVE SESSION
September 1, 2026

Be it remembered that the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, met in closed and executive session at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, pursuant to the Laws of the State of Mississippi entered into by the unanimous vote of all the Aldermen present and voting at a regular meeting duly held and convened on Tuesday, 1st day of September 2026.

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 McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

There being a quorum present sufficient to transact the business of this closed and executive session, the Mayor and Board of Aldermen did then, upon motion duly made, seconded, and unanimously carried by voice vote in open session on September 1, 2026, to meet in executive session for the transaction of public business, to-wit: discussion on proposed stipulation removing Kux Road from Long Beach Industrial Park Annexation.

There being no further business allowed before the Mayor and Board of Aldermen at this time in executive session, it was the consensus of the board to adjourn executive session and return to open session.

278 CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
MINUTES OF CLOSED AND EXECUTIVE SESSION
September 1, 2026

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

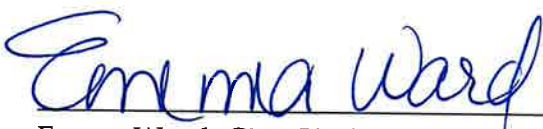


Alderman Pete L. McGoey, Ward 6

9-15-24

Date

ATTEST:



Emma Ward, City Clerk