

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF APRIL 7, 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. **AMENDMENTS TO THE MUNICIPAL DOCKET**
- V. **APPROVAL OF MUNICIPAL DOCKET**
- VI. **PUBLIC HEARINGS**
 - 1. Copper Court; assessed to Val's Property Development, LLC
 - 2. 105 Pirate Avenue; assessed to Karl Victor & Sylvia Garcia McElwain
 - 3. 108 Pirate Avenue; assessed to Cynthia Marie Davis
 - 4. 335 McCaughan Avenue; assessed to McCaughan, LLC
 - 5. 333 McCaughan Avenue; assessed to Ru Jian & Hui Qing Zhang
- VII. **PUBLIC COMMENTS**
- VIII. **ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. National Public Safety Telecommunicators Week
 - 2. Presentation Gallagher Insurance; Frank Bordeaux
- IX. **APPROVE MINUTES:**
 - 1. **MAYOR AND BOARD OF ALDERMEN**
 - a. March 17, 2026 - Regular
 - b. March 31, 2026 - Work Session
 - 2. **PLANNING COMMISSION**
 - a. March 26, 2026 - Regular
- X. **APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 040726
- XI. **UNFINISHED BUSINESS**
- XII. **NEW BUSINESS**
 - 1. Ratify - Authorization to expend funds in the amount of \$756,862 to Sunbelt Fire for the purchase of the Long Beach Fire - E-ONE Pumper Truck
 - 2. Discussion - Purchasing of City Entrance Signs and sod for Jeff Davis through Downtown Revitalization Grant Funds; Courtney Cuevas-Welch
 - 3. Discussion - Long Beach being a Tree City; Alderman Frazer
 - 4. Discussion - Annexation update to include all the numbers for Board review; Alderman McCaffrey
 - 5. Request - Rotary Club of Long Beach request permission to sell beer/light wine at the LB Activity and Senior Center for their Bingo event scheduled Tuesday, April 28, 2026; Courtney Cuevas-Welch
 - 6. Review - Quarterly Report to Long Beach School District on the Town Green Activities and authorize City Clerk's office to forward to School District.
 - 7. Contract - Maintenance service agreement with Taylor Sudden Service for all city generators and authorized Mayor to execute same.
 - 8. Approve - Long Beach Gateway Change Order #2 that was reviewed by Christian Preus Landscape Architecture and submitted through Ander Corp; Randall Love
 - 9. Discussion - Approved verbiage that was approved but not included in Ordinance 668 in March of 2024; Alderman McGoey
 - 10. Discussion - Single purchase of cemetery plot space which the current ordinance does allow; Alderman McGoey
 - 11. Request - Long Beach Main Street request to temporary street closure for the Long Beach Radish Festival scheduled for Saturday, April 18, 2026; Courtney Cuevas - Welch
 - 12. Special Event Application and Fee Waiver - Gulf Coast Root Beer & Bacon SK, May 9th, 2026, from 7am - 10am; Katherine Sutton or Eric Alvarez
 - 13. Banner Request - First Baptist Church Long Beach request to hang banners from May 15 - June 10 to promote Vacation Bible School scheduled June 7-11, 2026.
 - 14. Request - To approve Kenneth Yarrow at GRPC to redirect \$150,000 from Beatline Parkway study funds to prepare a "white paper". The white paper will be in response to the Federal Highway Administration's request for additional information regarding the Klondyke/Canal connector corridor; Mayor Pierce
 - 15. Discussion - MML 95th Annual Conference June 29 - July 1, 2026, in Biloxi; Mayor Pierce
- XIII. **DEPARTMENTAL BUSINESS**
 - 1. **MAYOR'S OFFICE**
 - 2. **PERSONNEL**
 - a. City Clerk's Office - Stipend (4)
 - b. Fire Department - Step Increase (2)
 - 3. **CITY CLERK**
 - a. Annual advertisement and publication- Awarded to The Gazebo Gazette, LLC
 - 4. **FIRE DEPARTMENT**
 - 5. **POLICE DEPARTMENT**
 - a. Budget Amendment
 - 6. **ENGINEERING**
 - a. Briarwood & Parkwood Drainage upgrade-Change order #2
 - b. Further MCWI Projects - Round 2
 - c. MCWI/ARPA Funding - Corrective Action Letter 2 - MCWI Project 425
 - 7. **PUBLIC WORKS**
 - 8. **RECREATION**
 - a. Playground Lead Testing
 - 9. **BUILDING OFFICE**
 - a. Update - Storage Container Permits for Businesses
 - b. Update - Property 123 South Island View & 816 Magnolia Street; assessed Gretchen Bell
 - 10. **HARBOR**
 - 11. **COMMUNITY AFFAIRS**
 - 12. **DERELICT PROPERTIES**
- XIV. **REPORT FROM CITY ATTORNEY**
- XV. **ADJOURN (OR) RECESS**

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

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

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

The first public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located in Copper Court, Long Beach, MS, and assessed to Val's Property Development, LLC is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

Building Official Mike Gundluch informed the Mayor and Board of Aldermen that all pods had been removed and no action was required or taken.

The second public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located at 105 Pirate Avenue, Long Beach, MS, and assessed to Karl Victor and Sylvia Garcia McElwain is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that the Notice of Hearing was sent to Karl Victor and Sylvia Garcia McElwain, 4729 Plantation Drive, Flowery Branch, GA 30542, and posted on the subject property 105 Pirate Avenue, Long Beach MS on March 16, 2026. Said notice was delivered on March 25, 2026.

Minutes of April 7, 2026
Mayor and Board of Aldermen

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DURHAM, NC 27704
March 25, 2026, 12:09 pm

Departed USPS Regional Facility

RALEIGH NC DISTRIBUTION CENTER
March 25, 2026, 2:13 am

Arrived at USPS Regional Facility

RALEIGH NC DISTRIBUTION CENTER
March 24, 2026, 2:48 am

In Transit to Next Facility

March 23, 2026

Arrived at USPS Regional Facility

GAINESVILLE FL DISTRIBUTION CENTER
March 19, 2026, 1:56 pm

Forwarded TO DURHAM NC 27704

FLOWERY BRANCH, GA
March 16, 2026, 10:24 am

Arrived at USPS Regional Facility

ATLANTA GA DISTRIBUTION CENTER
March 14, 2026, 2:04 pm

Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER
March 13, 2026, 7:05 am

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- The Clerk submitted a photograph of 105 Pirate Avenue, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on April 7, 2026, depicting subject property in its present condition; said photograph is as follows:

Minutes of April 7, 2026
Mayor and Board of Aldermen



AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH


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

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;

2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;

3. That on March 16, 2026, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 105 Pirate Avenue (Tax Map Parcel 0512J-01-068.000), Long Beach, Mississippi, assessed to Karl Victor and Sylvia Garcia McElwain, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on April 7, 2026, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for April 7th, 2026.

This the 7th day of April, 2026.


EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of April, 2026.

-My Commission Expires  NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

Minutes of April 7, 2026 Mayor and Board of Aldermen

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

* * *

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

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 7th day of April, 2026, the following Resolution:

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

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

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

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 105 Pirate Avenue, Long Beach, Mississippi (Map Parcel #0512-01-068.000), assessed to Karl Victor and Sylvia Garcia McElwain.

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

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

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

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

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

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

| | | |
|---------------------------------|-------|-----|
| Alderman Donald Prazer | voted | Aye |
| Alderman Patrick Bennett | voted | Aye |
| Alderman Jesse Allen | voted | Aye |
| Alderman Joey Giuffria | voted | Aye |
| Alderman Timothy McCaffrey, Jr. | voted | Aye |
| Alderman Greg Bonds | voted | Aye |
| Alderman Pete McGoey | voted | Aye |

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 7th day of April, 2026.

APPROVED:

Tim Pierce, Mayor

ALIST:

Emma Ward, City Clerk

Minutes of April 7, 2026 Mayor and Board of Aldermen

The third public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located at 108 Pirate Avenue, Long Beach, MS, and assessed to Cynthia Marie Davis, 108 Pirate Avenue, Long Beach, MS 39560 is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that the Notice of Hearing was sent to Cynthia Marie Davis, 108 Pirate Avenue, Long Beach, MS, and posted on the subject property 108 Pirate Avenue, Long Beach, MS on March 10, 2026. Said notice was delivered on March 13, 2026.

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DENVER, CO 80210
March 13, 2026, 11:31 am

Notice Left (No Authorized Recipient Available)

DENVER, CO 80210
March 10, 2026, 2:55 pm

In Transit to Next Facility

March 9, 2026

Arrived at USPS Regional Facility

DENVER CO DISTRIBUTION CENTER
March 7, 2026, 2:41 pm

Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER
March 5, 2026, 9:07 am

- The Clerk submitted photograph of 105 Pirate Avenue, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on April 7, 2026, depicting subject property in its present condition; said photograph is as follows:

Minutes of April 7, 2026
Mayor and Board of Aldermen

108 PIRATE AVE 04/07/2026



AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;
2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;
3. That on March 10, 2026, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on a property located at 108 Pirate Avenue (Tax Map Parcel, 0512-01-042.000), Long Beach, Mississippi, assessed to Cynthia Marie Davis, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on April 7, 2026, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for April 7th, 2026

This the 7th day of April 2026.

Emma Ward
EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of April 2026.

-My Commission Expires



Nicole Gullett
NOTARY PUBLIC

AFFIDAVIT PREVIOUS POST NOTICE

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

*

*

Minutes of April 7, 2026 Mayor and Board of Aldermen

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

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 7th day of April, 2026, the following Resolution:

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

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

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

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 108 Pimple Avenue, Long Beach, Mississippi (Map Parcel #0512-01-042.003), assessed to Cynthia Marie Davis

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

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

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

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

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

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

| | | |
|---------------------------------|-------|-----|
| Alderman Donald Frazer | voted | Aye |
| Alderman Patrick Bennett | voted | Aye |
| Alderman Jesse Allen | voted | Aye |
| Alderman Joey Giuffra | voted | Aye |
| Alderman Timothy McCaffrey, Jr. | voted | Aye |
| Alderman Greg Bonds | voted | Aye |
| Alderman Pete McGoey | voted | Aye |

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 7th day of April, 2026.

APPROVED:


Tim Poye, Mayor

ATTEST:


Emma Ward, City Clerk

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

The fourth public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located at 335 McCaughan Avenue, Long Beach, MS, and assessed to McCaughan, LLC is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that the Notice of Hearing was sent to McCaughan, LLC, 2065 Sugarloaf Club Drive, Duluth, GA 30097, and posted on the subject property 335 McCaughan Avenue, Long Beach, MS on March 24, 2026. Said notice was returned to sender April 5, 2026.

Minutes of April 7, 2026 Mayor and Board of Aldermen

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Delivery Attempt: Action Needed

Reminder to Schedule Redelivery of your item before April 4, 2026

March 26, 2026

Notice Left (No Authorized Recipient Available)

DULUTH, GA 30097

March 21, 2026, 2:20 pm

Arrived at USPS Regional Facility

ATLANTA GA DISTRIBUTION CENTER

March 20, 2026, 4:18 am

In Transit to Next Facility

March 19, 2026

Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER

March 18, 2026, 8:04 am

- The Clerk submitted photograph of 335 McCaughan Avenue, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on April 7, 2026, depicting subject property in its present condition; said photograph is as follows:



M.B. 111

04.07.26 Regular

Minutes of April 7, 2026
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;


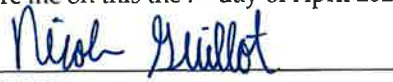
2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;

3. That on March 24, 2026, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 335 McCaughan Avenue (Tax Map Parcel 0611I-04-005.000), Long Beach, Mississippi, assessed to McCaughan, LLC, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on April 7, 2026, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for April 7th, 2026.

This the 7th day of April 2026.


EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of April 2026.

-My Commission Expires  
NOTARY PUBLIC

AFFIDAVIT-PHOTOS;POST NOTICE

The Mayor asked for anyone in favor or opposition, and Whitney Jones with the rental company. She stated that the lights on both properties were moved prior to the meeting.

* *

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

Minutes of April 7, 2026 Mayor and Board of Aldermen

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 7th day of April, 2026, the following Resolution:

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

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

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

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Zoning Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 335 McCaughan Avenue, Long Beach, Mississippi (Map Parcel #06111-04-C05.030), assessed to McCaughan, LLC.

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

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

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

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

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

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

| | | |
|---------------------------------|-------|-----|
| Alderman Donald Frazer | voted | Aye |
| Alderman Patrick Bennett | voted | Aye |
| Alderman Jesse Allen | voted | Aye |
| Alderman Joey Giuffrè | voted | Aye |
| Alderman Timothy McCaffrey, Jr. | voted | Aye |
| Alderman Greg Bonds | voted | Aye |
| Alderman Pete McGozy | voted | Aye |

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declares the motion carried and the resolution and order adopted and approved this 7th day of April, 2026.

APPROVED:

Tim Perry, Mayor

ATTEST:

Emma Ward, City Clerk

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to instruct Building Official Mike Gundluch to verify that the issue had been corrected.

The fifth public hearing on the agenda to determine whether or not a parcel of property situated in City of Long Beach, located at 333 McCaughan Avenue, Long Beach, MS, and assessed to Ru Jian & Hui Win Zhang is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community. There being no call to order or motion to move forward with the hearing, the matter was tabled until next regular schedule meeting of the Mayor and Board of Alderman set for Tuesday, April 21, 2026, at 5:00 pm in the Long Beach City Hall Meeting Room.

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., in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in April, 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, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

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

Alderman Frazer made a motion, seconded by Alderman Giuffria, and unanimously carried to remove item #3 under New Business, "Discussion: Long Beach being a Tree City," from the agenda.

Alderman McGoey made a motion, seconded by Alderman Giuffria, and unanimously carried to remove item #10 under New Business, "Single purchase of cemetery plot space which the current ordinance does allow."

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

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

The Mayor opened the floor for public comments, and no one came forward to be heard at this time.

The Mayor proclaimed April 12-18, 2026, as National Public Safety Telecommunicators Week.

* *

A presentation from Frank Bordeaux with Gallagher Insurance was presented whereupon Alderman Frazer made motion, seconded by McCaffrey, and unanimously carried to table the discussion to next meeting scheduled on Tuesday, April 21, 2026, at 5:00 pm in the Long Beach Meeting Room.

Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Regular Minutes of the Mayor and Board of Aldermen dated March 17, 2026, as submitted.

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the minutes of Work Session of the Mayor and Board of Aldermen dated March 31, 2026, as submitted.

Alderman Frazer made motion, seconded by Alderman McGoey, and unanimously carried to approve the Regular Minutes of the Planning and Development Commission dated March 26, 2026, as submitted with the removal of Shelter Rock discussion.

* *

Minutes of April 7, 2026
Mayor and Board of Aldermen

Discussion began on the removed Shelter Rock item, whereupon Alderman Frazer made a motion, seconded by Alderman McGoey, and unanimously carried to approve the removal of Trees 1, 3, and 4, from the property with the understanding that all remaining trees be protected and preserved.

Alderman McGoey made motion, seconded by Alderman Allen, and unanimously carried to approve payment of invoices listed on Docket of Claims number 040726, as submitted.

Alderman McGoey made motion, seconded by Alderman Frazer, and unanimously carried to ratify the email vote for authorization to cut check in the amount of \$756,862 to Sunbelt Fire for the purchase of the Long Beach Fire - E-ONE Pumper Truck as follows:

Emma Ward

From: Emma Ward
Sent: Tuesday, March 24, 2026 3:32 PM
To: Donald Frazier; Donald Frazer (nopressurellc@gmail.com); Patrick Bennett; Jesse Allen; Joey Giuffria; Timothy McCaffrey; Greg Bonds; Pete McGoey
Cc: Tim Pierce; Griff Skellie; Nicole Guillot
Subject: fire truck

The new fire truck will be delivered on Friday, March 27, 2026. We will need to cut a check in the amount of \$756,862.00.

I need authorization from the Board to go ahead and cut the check.

Please reply all to this email with your vote. Once we have the majority vote, we will issue the check and place it on the next agenda to be ratified.

Thank you,

Emma Ward
City Clerk
P.O. Box 929
Long Beach, MS 39560
eward@longbeachms.gov
(228) 863-1556
Fax: (228) 865-0822



Emma Ward

From: Donald Frazer <nopressurellc@gmail.com>
Sent: Tuesday, March 24, 2026 3:43 PM
To: Emma Ward
Cc: Donald Frazier; Patrick Bennett; Jesse Allen; Joey Giuffria; Timothy McCaffrey; Greg Bonds; Pete McGoey; Tim Pierce; Griff Skellie; Nicole Guillot
Subject: Re: fire truck

Approve!

Can you send me the specs or an invoice on it please!

Sent from my iPhone

Emma Ward

From: Jesse Allen
Sent: Tuesday, March 24, 2026 3:38 PM
To: Emma Ward; Donald Frazier; Donald Frazer (nopressurellc@gmail.com); Patrick Bennett; Joey Giuffria; Timothy McCaffrey; Greg Bonds; Pete McGoey
Cc: Tim Pierce; Griff Skellie; Nicole Guillot
Subject: Re: fire truck

I approve

Get Outlook for Android

Minutes of April 7, 2026 Mayor and Board of Aldermen

Emma Ward

From: Greg Bonds
Sent: Friday, March 27, 2026 2:37 PM
To: Patrick Bennett; Timothy McCaffrey; Pete McGoey; Joey Giuffria; Emma Ward; Donald Frazier; Donald Frazer (nopressurellc@gmail.com); Jesse Allen
Cc: Tim Pierce; Griff Skellie; Nicole Guillot
Subject: Re: fire truck

Approve
Greg Bonds

Get Outlook for IOS

From: Patrick Bennett <pbennett@longbeachms.gov>
Sent: Tuesday, March 24, 2026 5:02:46 PM
To: Timothy McCaffrey <tmccaffrey@longbeachms.gov>; Pete McGoey <pmcgoey@longbeachms.gov>; Joey Giuffria <jgiuffria@longbeachms.gov>; Emma Ward <eward@longbeachms.gov>; Donald Frazier <atlarge@longbeachms.gov>; Donald Frazer (nopressurellc@gmail.com) <nopressurellc@gmail.com>; Jesse Allen <jallen@longbeachms.gov>; Greg Bonds <gbonds@longbeachms.gov>
Cc: Tim Pierce <tpierce@longbeachms.gov>; Griff Skellie <gskellie@longbeachms.gov>; Nicole Guillot <nguillot@longbeachms.gov>
Subject: Re: fire truck

Approve

Get Outlook for iOS

From: Timothy McCaffrey <tmccaffrey@longbeachms.gov>
Sent: Tuesday, March 24, 2026 4:59:33 PM
To: Pete McGoey <pmcgoey@longbeachms.gov>; Joey Giuffria <jgiuffria@longbeachms.gov>; Emma Ward <eward@longbeachms.gov>; Donald Frazier <atlarge@longbeachms.gov>; Donald Frazer (nopressurellc@gmail.com) <nopressurellc@gmail.com>; Patrick Bennett <pbennett@longbeachms.gov>; Jesse Allen <jallen@longbeachms.gov>; Greg Bonds <gbonds@longbeachms.gov>
Cc: Tim Pierce <tpierce@longbeachms.gov>; Griff Skellie <gskellie@longbeachms.gov>; Nicole Guillot <nguillot@longbeachms.gov>
Subject: Re: fire truck

Approve

Get Outlook for IOS

From: Pete McGoey <pmcgoey@longbeachms.gov>
Sent: Tuesday, March 24, 2026 4:10:57 PM
To: Joey Giuffria <jgiuffria@longbeachms.gov>; Emma Ward <eward@longbeachms.gov>; Donald Frazier <atlarge@longbeachms.gov>; Donald Frazer (nopressurellc@gmail.com) <nopressurellc@gmail.com>; Patrick Bennett <pbennett@longbeachms.gov>; Timothy McCaffrey <tmccaffrey@longbeachms.gov>; Greg Bonds <gbonds@longbeachms.gov>
Cc: Tim Pierce <tpierce@longbeachms.gov>; Griff Skellie <gskellie@longbeachms.gov>; Nicole Guillot <nguillot@longbeachms.gov>
Subject: Re: fire truck

Approve

Get Outlook for iOS

From: Joey Giuffria <jgiuffria@longbeachms.gov>
Sent: Tuesday, March 24, 2026 4:00:58 PM
To: Emma Ward <eward@longbeachms.gov>; Donald Frazier <atlarge@longbeachms.gov>; Donald Frazer (nopressurellc@gmail.com) <nopressurellc@gmail.com>; Patrick Bennett <pbennett@longbeachms.gov>; Jesse Allen <jallen@longbeachms.gov>; Timothy McCaffrey <tmccaffrey@longbeachms.gov>; Greg Bonds <gbonds@longbeachms.gov>; Pete McGoey <pmcgoey@longbeachms.gov>
Cc: Tim Pierce <tpierce@longbeachms.gov>; Griff Skellie <gskellie@longbeachms.gov>; Nicole Guillot <nguillot@longbeachms.gov>
Subject: Re: fire truck

I approve.



V# 321

Sunbelt Fire, Inc
8050 McGowin Dr
Fairhope, AL 36532
(800) 642-8484

BILL TO:
Long Beach Fire Dept
Tim Darden
Po Box 929
Long Beach, MS 38560
United States

SHIP TO:
Long Beach Fire Dept
645 Klondyke Rd
Long Beach, MS 39580

| | |
|-------------------|---------------------|
| Billing Type | Invoice |
| Billing Number | 00033889 |
| Billing Date | 12/8/2025 |
| Billing Due Date | 12/8/2025 |
| Billing Terms | Due Upon Receipt |
| Amount Due | \$756,862.00 |

| PRODUCT | PRODUCT DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---------------|--------------------------------|----------|--------------|--------------|
| E-PMP-AL-CUST | E-ONE Pumper, Aluminum, Custom | 1.00 | \$756,862.00 | \$756,862.00 |

| | |
|-------------------|---------------------|
| Sub-Total | \$756,862.00 |
| Sales Tax | \$0.00 |
| Total | \$756,862.00 |
| Amount Paid | (\$0.00) |
| Credit Amount | (\$0.00) |
| Amount Due | \$756,862.00 |

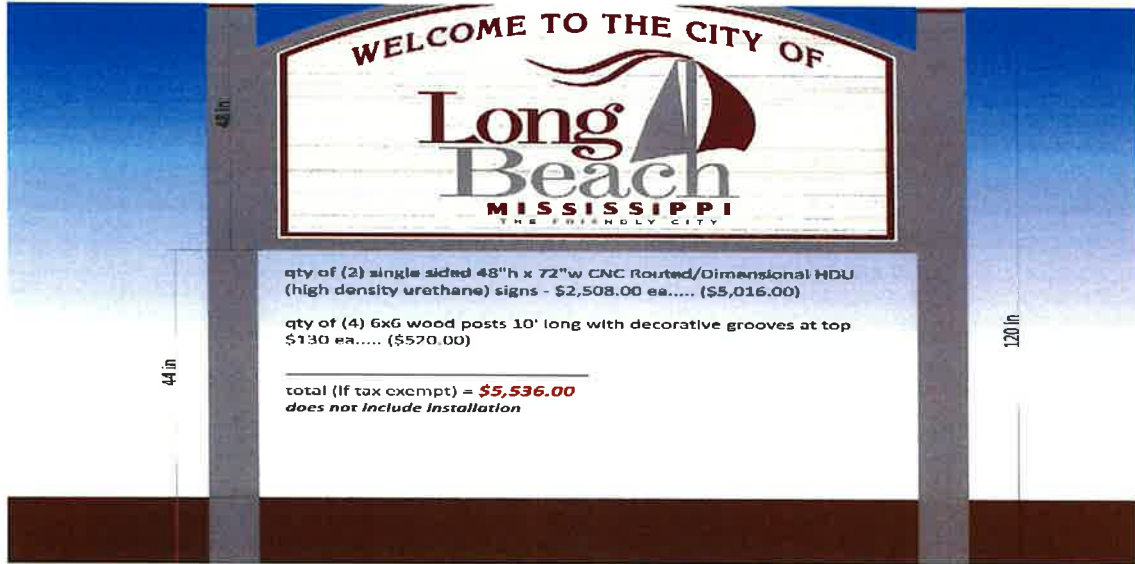
ENTER
MAR 24 2026

COMPLETE
APPROVED
DATE 3/24/26
BY [Signature]

Payment: Secure and convenient payment can be made by ACH or Credit Card here: [Pay Invoice](#)
Terms and Conditions: Return of qualified products in new, unopened packages, or otherwise that have not been installed, may be eligible for return within 30 days, subject to a 25% restocking fee. Certain products such as electrical items, hoses, belts, rubber, or neoprene items such as O-rings, and special-order products are non-returnable. Please contact us with the item number to check return eligibility. A 1.5% monthly late fee will be assessed on all invoices over 60 days past due. All purchases made with a credit card will be subject to a 3.5% convenience fee.
Warranties Disclaimer: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the purchase of city entrance signs and sod for Jeff Davis through Downtown Revitalization Grant Funds as follows:



 Outlook

RE: City of Long Beach Signs

From: Trey McKnight <TMcKnight@co.harrison.ms.us>
Date: Thu 3/26/2026 10:36 AM
To: Courtney Cuevas <ccuevas-welch@longbeachms.gov>

Courtney,

Since the sign was in place prior to Hurricane Zeta, no permits will be required to proceed with the reinstallation at its original location. The one thing I would ask is that your contractor give us a heads up before work begins so we can coordinate. Just have them shoot me an email or a quick phone call (228-219-5108) with the anticipated install date.

If anything else comes up, feel free to reach out. Thank you!

Trey McKnight

Harrison County Sand Beach
842 Commerce St.
Gulfport, MS 39503
Office: 228-896-0055

From: Courtney Cuevas <ccuevas-welch@longbeachms.gov>
Sent: Thursday, March 26, 2026 9:04 AM
To: Trey McKnight <TMcKnight@co.harrison.ms.us>
Subject: City of Long Beach Signs

Good morning.

The City of Long Beach is currently exploring the addition of new entrance signs at the city limits. Prior to Hurricane Zeta, the City had two gateway signs, and we are now in the early planning stages of replacing them with updated signage.

We would like to place the sign back in its original location where it was installed from 2012–2020, prior to Hurricane Zeta damaging it.

I've attached the following:

- A photo of the original sign
- The proposed new sign we are looking to install

Minutes of April 7, 2026 Mayor and Board of Aldermen



RE: City of Long Beach Signs

From Farris, Brian D. <bfarris@mdot.ms.gov>
Date Wed 3/25/2026 3:59 PM
To Courtney Cuevas <ccuevas-welch@longbeachms.gov>
Cc Owen, Billy <bowen@mdot.ms.gov>

Courtney,

If the sign is to be put up south of Hwy 90 and the seawall, it will be off MDOT ROW and will not require a permit. I suppose the sand and beach authority would be your next point of contact. Any future spots proposed north of the seawall or Hwy 90 may still be on ROW and require a permit from us.

Thanks,

Brian Farris

MDOT District 6
6356 Hwy 49
Hattiesburg, MS 39401
601-544-6511 Office
601-325-6342 Cell

From: Courtney Cuevas <ccuevas-welch@longbeachms.gov>
Sent: Wednesday, March 25, 2026 3:38 PM
To: Farris, Brian D. <bfarris@mdot.ms.gov>
Cc: Owen, Billy <bowen@mdot.ms.gov>
Subject: Re: City of Long Beach Signs

After doing some research, we would like to place the sign back in its original location where it was installed from 2012–2020, prior to Hurricane Zeta damaging it.

I've attached the following:

- A photo of the original sign
- The proposed new sign we are looking to install
- A map showing the exact location where the sign would be placed

Please let me know if there is anything further needed from your department, such as approvals or permits, to move forward.

Thank you for your assistance, and we appreciate your help in accommodating this request.

Best regards,
Courtney Cuevas-Welch



Woerner Landscape Gulfport
13080 HIGHWAY 49 STE A
GULFPORT, MS 39503-2316
Phone (228) 236-3909
Fax (228) 265-8300
gulfport@woerner.com

Sales Invoice

| | |
|----------------|---------------------|
| Invoice No | 410328 |
| Invoice Date | 04/02/2026 08:59 AM |
| Terms | NET 30 |
| Customer | CITLONBEA |
| Contact Name | RYAN |
| Contact Number | 228-669-7601 |
| Job | |
| Your Ref | 00206745-00 |
| Our Ref | 2041030 |
| Taken By | Alyssa Sagenbrecht |
| Sales Rep | GUL |

Remit To: Woerner
PO Box 1946, Foley, AL 36536

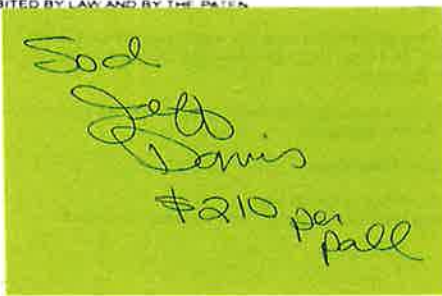
To request access to your existing account and for secure online payments go to
woernerportal.epicoranywhere.com

Invoice Address
CITY OF LONG BEACH
P O BOX 929
LONG BEACH MS 39560

Delivery Address: CITY OF LONG BEACH, P O BOX 929, LONG BEACH, MS 39560

| Special Instructions | Notes |
|---|-------|
| Credit approval for \$10,000 approved by Dorina Gates on 7-29-25. | |

| Line | Description | Qty/Package | Price | UOM | Total |
|------|---|-------------|--------|----------|--------|
| 1 | 20TUF5500 TIFTUF BERMOUDA SLABS 500 SOFT DT 1"U 5 PLANT PATENT NO PP27 392 THE UNLICENSED PROPAGATION OR TRANSFER OF TIFTUF BERMOUDAGRASS TO THIRD PARTIES FOR PROPAGATION IS PROHIBITED BY LAW AND BY THE PATENT OWNER | 1 PALL-J | 210.00 | PALL-500 | 210.00 |



The invoice is due on 05/02/2026

| | |
|---------------|----------|
| Total Amount | \$210.00 |
| Sales Tax | \$0.00 |
| Invoice Total | \$210.00 |

If the over the Buyer's obligations arising under this invoice are enforced through a collection agency or otherwise with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 20% of the principal balance due plus court costs.

Goods received in good condition

Print name

Signature

Returns are accepted on new, unopened products within 30 days of purchase with a receipt with the exception of bulk products, special orders, seasonal and perishable items. See our full return policy online: www.woerner.com/returns/

Minutes of April 7, 2026
Mayor and Board of Aldermen

Discussion on annexation update to include all the numbers for Board's reviewal was move to end of the agenda to discuss under report from City Attorney.

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried approve the following request of Rotary Club of Long Beach:



24 March, 2026

To: City of Long Beach, MS
From: Rotary Club of Long Beach, MS

The Rotary Club of Long Beach requests permission to sell beer/light wine at the Long Beach Activity and Senior Center for our Bingo event on Tuesday April 28, 2026. This permission is required to complete the MS Department of Revenue's application for a "Promoted Event/Temporary Beer Application".

Thank you for your consideration.

Rachelle Clark, President

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried approve the quarterly report to Long Beach School District on the Town Green activities and authorize City Clerk's office to forward to School District as submitted:

March 31, 2026

Emma Ward
City Clerk
City of Long Beach

RE: Quarterly Report to Long Beach School District of Town Green Activities

Emma,

Please find attached the quarterly report of activities held at the Harper McCaughan Town Green, as specified to be provided quarterly in the Ground Lease Agreement between Long Beach School District and the City of Long Beach executed October 21, 2025.

Please let me know if you have any questions or concerns.

Respectfully,

[Handwritten signature of Kathy Cook]

Kathy Cook
Administrative Assistant
City of Long Beach

Town Green Events

Table with 7 columns: ORGANIZATION, DATES, FEES COLLECTED, EXPENSES, LABOR, NET. Rows include events like CALB Jeep-A-Gras, CALB King Cake Krawl 5k, etc.

Minutes of April 7, 2026 Mayor and Board of Aldermen

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve maintenance service agreement with Taylor Sudden Service for all city generators and authorized Mayor to execute same:



Sudden Service, Inc. • 1877 Shelton Beach Road • Saraland, Alabama 36571 • (251) 666-2924 • www.taylorbigred.com

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT 03/18/2026

Billing Address:
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
228-669-7601
Customer # 12602000

Site Address:
City of Long Beach
Multiple Locations
Long Beach, MS 39560
POC: Ryan Ladner
RLadner@longbeachms.gov

I. Agreement Period: July 1, 2026, to June 30, 2027

II. Equipment:

- **CAT LC6 (400KW) Diesel, Serial Number: G6B17451 (City Hall - 201 Jefferson Davis Hwy)**
 - One **Basic** Annual Service at \$1,300.00—perform in **September 2026**
 - One 41-Point Inspection at \$270.00—perform in **March 2027**
- **Generac QT02524GNNA (25KW) Nat. Gas, Serial Number: 6842392 (Police Dept – 201 Alexander)**
 - One **Basic** Annual Service at \$350.00—perform in **September 2026**
 - One 41-Point Inspection at \$270.00—perform in **March 2027**
- **Kohler 80RZSG (80KW) Nat. Gas, Serial Number: 21769042 (Police Dept – 201 Alexander)**
 - One **Basic** Annual Service at \$555.00—perform in **September 2026**
 - One 41-Point Inspection at \$270.00—perform in **March 2027**
- **Kohler 80RZJB1 (80KW) Diesel, Serial Number: 368440 (Fire Dept – 645 Klondyke Rd)**
 - One **Basic** Annual Service at \$555.00—perform in **September 2026**
 - One 41-Point Inspection at \$270.00—perform in **March 2027**
- **Kohler 20REQZJC (20KW) Diesel, Serial Number: 2278546 (Fire Dept – 21066 Johnson Rd)**
 - One **Basic** Annual Service at \$360.00—perform in **September 2026**
 - One 41-Point Inspection at \$270.00—perform in **March 2027**
- **Kohler 250REQZJE (250KW) Diesel, Serial Number: 2304863 (Fire Dept – 120 East 2nd St.)**
 - One **Basic** Annual Service at \$1,130.00—perform in **September 2026**
 - One 41-Point Inspection at \$270.00—perform in **March 2027**
- **Generac SD400 (400KW) Diesel, Serial Number: 3011191294 (Rec Ctr - 20257 Daughtery Rd)**
 - One **Basic** Annual Service at \$1,300.00—perform in **February 2026**
 - One 41-Point Inspection at \$270.00—perform in **March 2027**

Taking Care of Our Customers is **PRIORITY ONE!**



Sudden Service, Inc. • 1877 Shelton Beach Road • Saraland, Alabama 36571 • (251) 666-2924 • www.taylorbigred.com

III. Payment Terms:

You will be invoiced as each service is performed. Payment is Net30 following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

IV. Activation of Agreement:

Your signature activates this service and must be received by the agreement start date. Pricing is good for 30 days. No service will be scheduled until a signed agreement is received. You may mail to 1877 Shelton Beach Rd, Saraland, AL 36571, or email to jwatson@taylorbigred.com

V. Service Disclaimer:

The above pricing does not include any additional labor or parts for repairs that may need to be made to the generator. Any additional repairs, parts, and/or labor will be Quoted Separately from this Agreement.

VI. Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturers originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. **INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SIDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.**

VII. Agreement Price: \$7,440.00 + applicable taxes

Please do not send payment; you will be invoiced. If Tax Exempt, please include documentation. If a PO is needed, please send the PO with the Agreement

For questions about when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

❖ Jessica Watson 251-666-2924

Accepted By: Timothy J. Pierce Date: 4-8-24

Printed Name: Timothy J. Pierce

Prepared By:
Jessica Watson
Inside PM Sales

Taking Care of Our Customers is **PRIORITY ONE!**

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve Long Beach Gateway Change Order #2 as follows:

Minutes of April 7, 2026

Mayor and Board of Aldermen

CHRISTIANPREUS Landscape Architecture

URBAN STUDIO
Memphis, TN
RURAL STUDIO
Ackerman, MS
COASTAL STUDIO
Fairhope, AL

March 31, 2026

City of Long Beach

ATTN: Mayor Pierce

Regarding Long Beach Gateway Change Order 2

Dear Mayor Pierce,

We have reviewed the Contractor's request dated March 24, 2026, for a contract time extension associated with impacts including adverse weather, utility coordination, storm drainage work, and related sequencing constraints.

Based on our evaluation of the submitted information, supporting schedule documentation, and ongoing project conditions, we offer the following:

FINDINGS

- The project experienced third-party coordination efforts and weather conditions beyond the Contractor's control.
- The Contractor initially requested a 57-day extension to June 3, 2026.
- Through coordination and schedule recovery efforts, the Contractor has agreed to achieve Substantial Completion by May 29, 2026.

RECOMMENDATION

We recommend approval of a Change Order for time only, establishing:

- Revised Substantial Completion Date: May 29, 2026
- Change in Contract Sum: \$0.00

City of Long Beach

Page | 2

CONDITIONS OF RECOMMENDATION

- This adjustment represents a full and final resolution of all time impacts, to date.
- The Contractor has acknowledged that no additional compensation is requested or due for associated impacts. This action closes out all known schedule-related claims associated with the referenced issues.

CONCLUSION

Approval of this Change Order is appropriate and in the best interest of the project, as it:

- Establishes a clear and enforceable completion date
 - Resolves outstanding delay claims
 - Maintains the project budget with no additional cost
- Please let us know if you require any additional documentation or clarification.

Sincerely,



Christian Preus, PLA
Principal

Minutes of April 7, 2026 Mayor and Board of Aldermen



Change Order

| | | |
|---|---|--|
| PROJECT: (Name and address) Long Beach Gateway - PII II Long Beach, MS | CONTRACT INFORMATION: Contract For: General Construction Date: 04-11-2025 | CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 03-31-2026 |
| OWNER: (Name and address) City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560 | ARCHITECT: (Name and address) Christian Preus Landscape Architects 307 Del La Mare Ave Fairhope, AL 36532 | CONTRACTOR: (Name and address) GNARLY Construction 14111 White Road Gulfport, MS 39503 |

THE CONTRACT IS CHANGED AS FOLLOWS:
 (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)




- Revised substantial completion date is 5/29/26
- Conditions of Recommendation
- This adjustment represents a full and final resolution of all time impacts, to date
 - The Contractor has acknowledged that no additional compensation is requested or due for associated impacts
 - This action closes out all known schedule-related claims associated with the referenced issues.
- Approval of this Change Order is appropriate and in the best interest of the project, as it:
- Establishes a clear and enforceable completion date
 - Resolves outstanding delay claims
 - Maintains the project budget with no additional cost

| | |
|--|-----------------|
| The original Contract Sum was | \$ 3,576,590.00 |
| The net change by previously authorized Change Orders | \$ 192,741.68 |
| The Contract Sum prior to this Change Order was | \$ 3,769,331.68 |
| The Contract Sum will be unchanged by this Change Order in the amount of | \$ 0.00 |
| The new Contract Sum including this Change Order will be | \$ 3,769,331.68 |

The Contract Time will be increased by Fifty-Two (52) days.
 The new date of Substantial Completion will be 05-29-2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|---|---|---|
|  _____ ARCHITECT (Signature) Christian Preus, Principal, #467 (Printed name, title and license number if required) 4/03/2026 Date |  _____ CONTRACTOR (Signature) Geoffrey J. Knesal, President (Printed name and title) 4/2/26 Date |  _____ OWNER (Signature) Timothy J. Peirce (Printed name and title) 4/8/26 Date |
|---|---|---|

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Gnarly Construction, LLC
 14111 White Road
 Gulfport, MS 39503
 228.688.0500

March 24, 2026

Randall Love
 AnderCorp
 1404 24th Ave.
 Gulfport, MS 39501

Re: Long Beach Gateway Phase II – Long Beach, MS
 Request for Contract Extension

Dear Randall:

Please accept this letter as Gnarly Construction's formal request for a contract schedule extension for the Long Beach Gateway Phase II project. We are requesting Fifty-Seven (57) calendar days be added to the project for a revised substantial completion date of June 3, 2026. Recent and ongoing coordination efforts with the city and county, described below, along with adverse weather impacts throughout the project, have impacted the project schedule, resulting in this request.

1. Adverse weather impact days previously requested to-date with monthly billings – 13 days
 - a. October 2025 – 5 days
 - b. December 2025 – 5 days
 - c. January 2026 – 3 days
2. Tropical Storm Threat in July 2025 – 5 days
3. Emergency replacement of storm drain outfalls at east and west ends of project – 18 days
4. New MS Power service being installed across site – 29 days (ongoing)
 - a. Eight (8) days of this impact are concurrent with the outfall efforts

The items above represent the requested (57) calendar days of impacts to the project schedule at no fault of the contractor. A current project schedule has been attached as backup for this extension request.

Please feel free to contact us if you have any questions regarding this request. Thank you for this opportunity to continue to work with your team towards a successful completion of this project.

Kindest regards,
 Gnarly Construction, LLC



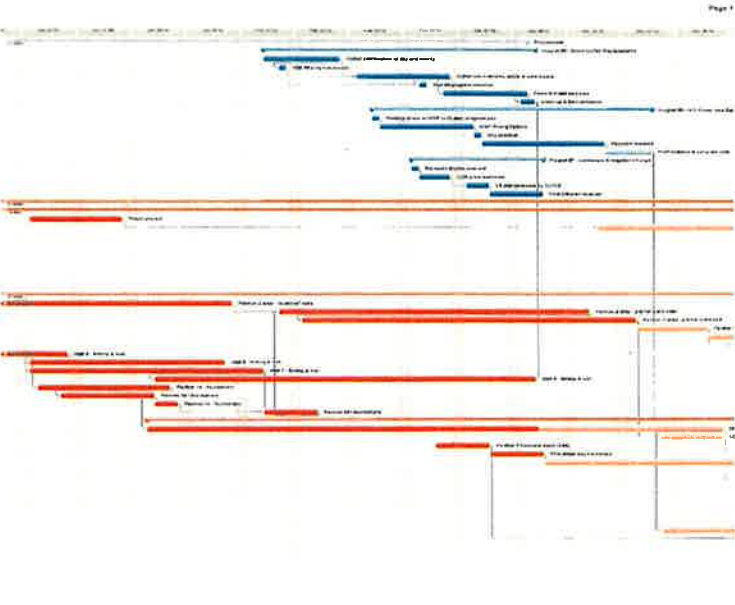
 Geoffrey J. Knesal
 President

CC: Justin Shorkley, Gnarly Construction
 Christian Preus, CPLA
 Ryan Markle, AnderCorp

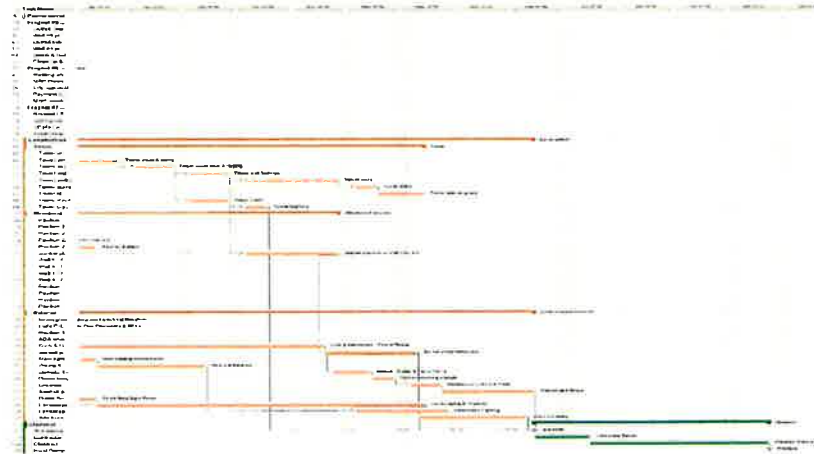
Minutes of April 7, 2026 Mayor and Board of Aldermen

Long Beach Gateway Phase II - 24 Mar 2026

| Item Name | Quantity | Planned Start Date | Planned Finish | Actual Start Date | Actual Finish | Percent |
|---|----------|--------------------|----------------|-------------------|---------------|---------|
| 1. Project Management | 24 days | 04/01/2025 | 05/01/2025 | 04/01/2025 | 05/01/2025 | 100% |
| 2. Program Mgmt - Admin Staff | 24 days | 04/01/2025 | 05/01/2025 | 04/01/2025 | 05/01/2025 | 100% |
| 3. Civil and Mechanical Utility Installation | 8 days | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 4. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 5. Civil and Mechanical Utility Installation | 19 days | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 6. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 7. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 8. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 9. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 10. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 11. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 12. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 13. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 14. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 15. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 16. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 17. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 18. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 19. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 20. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 21. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 22. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 23. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 24. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 25. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 26. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 27. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 28. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 29. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 30. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 31. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 32. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 33. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 34. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 35. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 36. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 37. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 38. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 39. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 40. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 41. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 42. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 43. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 44. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 45. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 46. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 47. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 48. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 49. Civil and Mechanical Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |
| 50. Utility Installation | 1 day | 04/01/2025 | 04/01/2025 | 04/01/2025 | 04/01/2025 | 100% |



Long Beach Gateway Phase II - 24 Mar 2026



Alderman McGoey requested an update regarding the approved verbiage that was adopted but not included in Ordinance 668 in March 2024. After considerable discussion, Alderman McGoey asked that an update be brought back before the Board at the next scheduled meeting on April 21, 2026. No action was need or taken at this time.

Alderman McCaffrey made motion, seconded by Alderman Allen, and unaniously carried to approve the following request from Long Beach Main Street:

Minutes of April 7, 2026 Mayor and Board of Aldermen

Dear Mayor Pierce and Members of the Board of Aldermen,

On behalf of the Long Beach Main Street Association, I am writing to respectfully request approval for a temporary street closure in conjunction with the upcoming Long Beach Radish Festival, scheduled for Saturday, April 18th from 9:00 AM to 2:00 PM.

We are requesting the closure of Jeff Davis Avenue between 3rd Street and 2nd Street during this time to safely accommodate festival activities, including vendor booths and a designated stage area for live music and entertainment.

The Radish Festival, originally established in 1991, is a beloved community event that celebrates Long Beach's history while supporting local businesses, farmers, and artisans. As we work to bring this event back to life, this street closure is essential to creating a safe, walkable, and engaging environment for attendees.

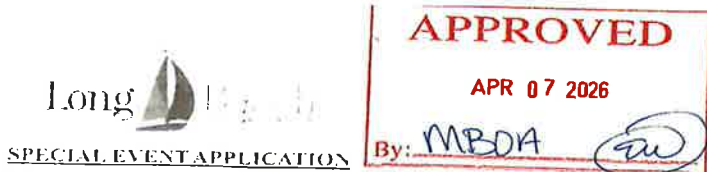
We will work closely with city staff, police, fire, and public works to ensure all safety measures, traffic control, and logistical needs are properly addressed. Our goal is to host a well-organized and successful event that reflects positively on our community.

We respectfully request your approval of this street closure and appreciate your continued support of events that enhance community engagement and economic activity in Long Beach.

Please let me know if you need any additional information.

Sincerely,
Courtney Cuevas-Welch
Executive Director, Long Beach Main Street Association
Community Affairs Director, City of Long Beach

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the following Special Event Application and Fee Waiver submitted by Katherine Sutton and Eric Alvarez:



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: Gulf Coast Beer & Bacon 5K

Please give a brief description of the proposed event:

walk, fun run, 5K to fund MS Heroes Ramp Up program building wheelchair ramps

Event Day (s) & Date (s): May 9, 2026 Event Time (s): 8-9:30 a.m.

Set-Up Date & Time: May 9, 2026 Tear-Down Date & Time: 7AM - 10AM

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

Event Location Description: Attached

Sponsoring Organization's Legal Name: Mississippi Heroes

Organization Agent: Katherine Sutton, alternate: Eric Alvarez

Phone: 228-234-4649 Home: _____ Cell: 228-234-4649 During Event: _____

Agent's Address: 11294 River Bend Dr, Gulfport, MS 39503

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

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

How many years has this event occurred? 3 - previously held in Gulfport

Minutes of April 7, 2026 Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/Time: 8 AM Through Date/Time: 9:30 AM

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? 300 - 100

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? if needed

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.)

YES - please let us know what we need

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.

3/16/2026

Signature of Sponsoring Organization's Agent

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

Event Title: Gulf Coast Root Beer + Bacon 5K

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

Minutes of April 7, 2026
Mayor and Board of Aldermen

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve banner request from First Baptist Church Long Beach as follows:



FIRST BAPTIST
Long Beach

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

March 20, 2026

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

Dear Board,

We, First Baptist Church, Long Beach, would like to ask permission to put four banners around the city advertising our Vacation Bible School, June 7-11, 2026. We would want them put out for May 15 - June 10.

We request the following locations:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle - low to the ground so not to interfere with traffic
- At the corner of Beatline and Railroad

Please let us know if there is any problem with the placing of the banners. Thank you so much for the opportunity to advertise our Vacation Bible School to the community.

Sincerely,

The VBS Team
Kay Andrews
Maranda Broussard
Kristin Sandberg
Kim Strebeck

300 N. Cleveland Ave
(228) 804 2584

P. O. Box 448
info@fbcib.com

Long Beach, MS 39560
www.fbcib.com

There came on for discussion, at the request of Mayor Pierce, the Klondyke/Canal connector corridor. Mayor Pierce asked the Board to consider approving Kenneth Yarrow at GRPC to redirect \$150,000 from the Beatline Road Express study to prepare a "white paper" in response to the Federal Highway Administration's request for additional information regarding said project. After considerable discussion, Alderman Frazer made a motion, seconded by Alderman Giuffria to approve up to \$150,000 from the Beatline Road Express study with no cost to the City. With the question being put to a roll call vote as follows:

| | |
|--------------------|-----|
| Alderman Frazer | Aye |
| Alderman Bennett | Aye |
| Alderman Allen | Aye |
| Alderman Giuffria | Aye |
| Alderman McCaffrey | Nay |
| Alderman Bonds | Aye |
| Alderman McGoey | Nay |

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

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

Alderman Frazer made a motion, seconded by Alderman McCaffrey, and unanimously carried to allocate funding and allow Board members to attend the MML 95th Annual Conference, June 29 through July 1, if they choose to do so.

There came on for discussion, at the recommendation of City Clerk Emma Ward, stipends for 4 clerks who are doing extra duties in the absence of a Comptroller and they will be appointed as Deputy City Clerk. The main focus of each is their current position; however, they will be cross trained and step in during the absence of the City Clerk. After considerable discussion, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve personnel changes as follows:

- Appoint/Stipend: Accounts Payable Clerk/Deputy City Clerk Nicole Guillot; \$400 per month; effective 04/16/26.
- Appoint/Stipend: Community Affairs Director/Deputy City Clerk Courtney Cuevas-Welch; \$400 per month; effective 04/16/26.
- Appoint/Stipend: Building Permits Clerk/Voting Registrar/Deputy City Clerk Tina Dahl; \$400 per month; effective 04/16/26.
- Appoint/Stipend: Payroll/ Human Resources/Deputy City Clerk Stacey Dahl; \$400 per month; effective 04/16/26.

Stipend will be reviewed at end of Fiscal Year

Based on the recommendation of Civil Service Board and Fire Chief Griff Skellie, Alderman Frazer made motion, seconded by Alderman Bennett, and unanimously carried to approve personnel changes as follows:

- Step Increase: Lieutenant Kelly Whitman; FS-12-XI; effective 04/01/26.
- Step Increase: Firefighter Waylon Pitts; FS-9-IV; effective 04/16/26.

Minutes of April 7, 2026 Mayor and Board of Aldermen

Under the City Clerk's Departmental Report, Alderman McCaffrey made a motion, seconded by Alderman McGoey, and unanimously carried to award the annual advertisement and publication to Gazebo Gazette, LLC.



March 2, 2026

RE: NOTICE TO QUALIFIED NEWSPAPERS

REF: § 21-39-3. Publishing contracts

In municipalities in which there is more than one newspaper qualified to publish legal notices, the governing authorities of such municipality shall enter into a contract for the publication of its proceedings, ordinances, resolutions, and other notices required to be published *only after inviting competitive bids from such newspapers*. Such contracts shall be let to the lowest bidder among them for a period of **not more than twelve months from the date of such contract**. It shall not be necessary, however, that the governing authorities of such municipality advertise its intention to accept such competitive bids but it shall be sufficient if notice thereof in writing be given to all of such newspapers by mail or delivery at least five days prior to the date on which said bids will be received, which said notice shall specify the date on which such bids will be received.

Mayor and Board of Aldermen:

In accordance with the above referenced State Statute, notice for competitive bids was published on January 30, 2026 and February 6, 2026. Bids were opened on February 9, 2026 at 10:00 a.m.

One bid was received as follows:

The Gazebo Gazette LLC
P.O. Box 767
Pass Christian, MS 39571
\$.12 per word for all legal and public notice
\$5.00 per week proof of publication

Digital presence through newspaper website and social media

Based on the aforesaid bid, I recommend contracting The Gazebo Gazette as the City's weekly advertising agent and any other newspapers in which legal advertisements are required other than weekly.

Thank you,
Emma Ward
Emma Ward, City Clerk

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

The Fire Department provided an update on the new fire truck and expressed appreciation to the Board and the community for their continued support.

Minutes of April 7, 2026 Mayor and Board of Aldermen

Alderman McCaffrey made a motion, seconded by Alderman Frazer, and unanimously carried to approve the following budget amendment submitted by Chief Billy Seal:



April 1, 2026

To: Mayor Pierce
Board of Alderman

From: Chief Seal

Re: Budget Amendment

I am respectfully requesting the following to be placed into the 2025-2026 Police Department budget as follows:

\$10,663.16 Into New Equipment (631000)
\$445.00 Into Training (622300)

The 10,663.16 was received via Paymode on 3/9/26 and represents funding from the MS Department of Public Safety for the purchase of two (2) mobile radios.

The attached \$445.00 check represents a refund to the Long Beach Police Department for a Narcotics Investigations class that was cancelled after payment was made.

Thank you for your consideration.

William Seal
Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557



Generated on 13-Mar-2026 at 8:00 AM ET

Payment Detail

| | | | |
|----------------------|-----------------|----------------------|------------------------|
| Payer | Payer ID | Credit Amount | Status Detail |
| State of Mississippi | StateofMS.1711 | 10663.16 USD | Processed Successfully |

Payment Detail

| | | | | | |
|------------------------|---------------|---------------------|----------------------|---------------------|------------------|
| Payment Amount: | 10,663.16 USD | Bank Account | *****6454 | Credit Date: | 11-Mar-2026 |
| Payment Number: | 302955290 | Bank Name: | HANCOCK WHITNEY BANK | Receiver ID: | CITYOFLONGBE.PAY |
| DPA: | 1066965437 | Bank ID: | 065503681 | Network Fee: | - |
| Payment Method: | ACH | | | | |

Remittances

| | | | | | |
|-------------------------------------|-----------------------------------|-----------------------------|-----------------------------|---------------------------|--------------------|
| Invoice # | BW22426 | Paid Invoice Amount | 10,663.16 USD | Currency: | USD |
| Remit Number: | 1 | Paid Invoice Amount: | 10663.16 USD | PO #: | 1711 |
| Payer Account #/Description: | BW22426 | Agency Name: | Department of Public Safety | Payment Voucher #: | PV 1711 1905505938 |
| Vendor #: | 3100023087 | | | | |
| Vendor Name: | CITY OF LONG BEACH POLICE DEPT | | | | |
| Invoice #: | BW22426 | | | | |
| Comments: | | | | | |

Minutes of April 7, 2026 Mayor and Board of Aldermen

Change Order
No. 2

Date of Issuance: 4/1/2026 Effective Date: 4/7/2026

| | | |
|-------------|---|-------------------------------------|
| 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.: 1318 |

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

Description:
 1. Contractor has requested 90 calendar days to be added to the contract time for multiple reasons: 1 - Add 60 calendar days to the Contract Time due to delays stemming from an extended period between bid and actual award during the bid/negotiation phase; 2 - Add 30 calendar days due to pipe sizing issues as previously documented in Change Order No. 1.

Attachments: (List documents supporting change):

1. Contractor's request.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$494,628.00

(Increase) in Contract Price from previous Change Orders No. 1 to No. 1
\$66,865.00

Contract Price prior to this Change Order:
\$561,493.00

(Decrease) in Contract Price due to this Change Order:
\$0.00

Revised Contract Price incorporating this Change Order:
\$561,493.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days **150** 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): **4/15/2026**
 Ready for final payment (days or date):

(Increase) In Contract Time due to this Change Order:
 Substantial completion (days or date): **90**
 Ready for final payment (days or date):

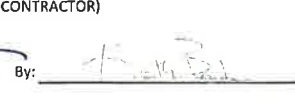
Contract Times incorporating this Change Order:
 Substantial completion (days or date): **7/14/2026**
 Ready for final payment (days or date):


RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: 
 Date: 4-1-2026

By: 
 Date: 4/1/26

By: 
 Date: 4-8-24

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.

| 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 | | | 1 | \$36,000.00 |
| 310-A | 36" HDPE CULVERT | 105 | L.F. | \$105.60 | | | 105 | \$11,288.00 |
| 310-B | 36" HDPE CULVERT | 0 | L.F. | \$144.00 | | | 0 | \$0.00 |
| 310-C | LOCATE AND ABANDON EXISTING DRAINAGE CULVERT IN-PLACE | 80 | L.F. | \$180.00 | | | 80 | \$14,400.00 |
| 320-A | CONFLICT BOX | 0 | EA. | \$16,200.00 | | | 0 | \$0.00 |
| 320-B | CATCH BASIN, 55-2 TYPE | 0 | EA. | \$2,200.00 | | | 0 | \$0.00 |
| 320-C | CATCH BASIN, PEDESTAL TYPE | 0 | EA. | \$7,380.00 | | | 0 | \$0.00 |
| 320-D | JUNCTION BOX | 0 | EA. | \$7,380.00 | | | 0 | \$0.00 |
| 500-A | PIPE BEDDING / PIPE FOUNDATION MATERIAL | 40 | C.Y. | \$78.00 | | | 40 | \$3,120.00 |
| 500-B | SELECT SANDY BACKFILL | 110 | C.Y. | \$21.60 | | | 110 | \$2,376.00 |
| 500-C | GEOTEXTILE FABRIC | 180 | S.Y. | \$4.20 | | | 180 | \$756.00 |
| 510-A | MISCELLANEOUS HIT WORK | 1 | L.S. | \$12,000.00 | | | 1 | \$12,000.00 |
| 510-B | 4" LIMESTONE ROAD BASE | 290 | S.Y. | \$28.00 | | | 290 | \$8,120.00 |
| 510-C | MILL EXISTING ASPHALT PAVEMENT | 570 | S.Y. | \$9.00 | | | 570 | \$5,130.00 |
| 510-D | SAWCUT JOINT | 110 | L.F. | \$10.80 | | | 110 | \$1,188.00 |
| 510-E | VEGETATIVE COVER | 1,220 | S.Y. | \$0.00 | | | 1,220 | \$10,320.00 |
| 510-F | SOLID SOO | 40 | S.Y. | \$18.00 | | | 40 | \$720.00 |
| 510-G | CURB AND GUTTER RESTORATION OR INSTALLATION | 80 | L.F. | \$45.60 | | | 80 | \$3,648.00 |
| 510-H | CONCRETE SIDEWALK RESTORATION OR INSTALLATION | 50 | S.Y. | \$78.00 | | | 50 | \$3,900.00 |
| 510-I | FENCE RESTORATION | 1,400 | L.F. | \$42.00 | | | 1,400 | \$58,800.00 |
| 510-J | TREE REMOVAL (8" - 12") | 3 | EA. | \$1,200.00 | | | 3 | \$3,600.00 |
| 510-K | TREE REMOVAL (12.01" - 24") | 3 | EA. | \$1,800.00 | | | 3 | \$5,400.00 |
| 510-L | TREE REMOVAL (24.01" - 36") | 3 | EA. | \$3,000.00 | | | 3 | \$9,000.00 |
| 510-M | TREE REMOVAL (36.01" AND GREATER) | 1 | EA. | \$3,600.00 | | | 1 | \$3,600.00 |
| 510-N | RELOCATE EXISTING SIGN | 5 | EA. | \$960.00 | | | 5 | \$4,800.00 |
| 520-A | MAINTENANCE OF TRAFFIC | 1 | L.S. | \$2,400.00 | | | 1 | \$2,400.00 |
| 530-A | STORMWATER MANAGEMENT | 1 | L.S. | \$1,000.00 | | | 1 | \$1,000.00 |
| CO1-1 | 42" HDPE CULVERT | 555 | L.F. | \$141.80 | | | 555 | \$78,599.00 |
| CO1-2 | 42" HDPE CULVERT | 60 | L.F. | \$182.40 | | | 60 | \$10,944.00 |
| CO1-3 | 48" HDPE CULVERT | 600 | L.F. | \$158.60 | | | 600 | \$109,434.00 |
| CO1-4 | REVISED CONFLICT BOX | 2 | EA. | \$10,700.00 | | | 2 | \$21,400.00 |
| CO1-5 | REVISED CATCH BASIN, 55-2 TYPE | 4 | EA. | \$7,700.00 | | | 4 | \$30,800.00 |
| CO1-6 | REVISED CATCH BASIN, PEDESTAL TYPE | 5 | EA. | \$7,880.00 | | | 5 | \$39,400.00 |
| CO1-7 | REVISED JUNCTION BOX | 3 | EA. | \$8,180.00 | | | 3 | \$24,540.00 |
| TOTAL BASE BID | | | | | | | | \$538,091.00 |
| ALTERNATE | | | | | | | | |
| 510-Q | HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX) | 60 | TONS | \$180.00 | | | 60 | \$10,800.00 |
| 510-P | HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX) | 70 | TONS | \$180.00 | | | 70 | \$12,600.00 |

Minutes of April 7, 2026
Mayor and Board of Aldermen



Jay Bearden Construction, Inc
 P O Box 180428
 Richland, MS 39218
 Office: 601-939-4292 · Fax: 601-939-4246
 Email: keith@jbc.ms
 MS COR# 09155MC LA COR# 55217

April 1, 2026

Tyler Yarbrough
 Overstreet and Associates Consulting Engineers
 161 Lamuse Street, Suite 203
 Biloxi, MS 39530

RE: Parkwood and Briarwood Area Drainage Improvements
 Request for Extension of Contract Duration

Mr. Yarbrough,

I am writing this letter to formally request a 90-day extension for the Parkwood and Briarwood Area Drainage Improvements project due to delays that have prevented us from completing the work within the originally scheduled timeframe.

The reasoning of our letter for time extension is due to pipe discrepancies from the original plans as well as initial delays that involve the beginning of this project. These delays stem from the following of the bid opening on May 13, 2025, when you told us that you did not know if this project would proceed until you knew if the City of Long Beach would be able to afford the project. It was not until July 14, 2025 when we were awarded the contract for the project and could proceed with finding a date to begin work. At this time, we were in the middle of a project in Kiln as we needed to work and did not know if this project would be awarded or not.

We met on September 11, 2025 for a pre-construction meeting at your office in Long Beach and we reached a "tentative" verbal agreement to begin work on November 17, 2025 and it was stated that if we needed to move this Notice to Proceed date, we could do so with no problems. You were emailed on November 13, 2025 regarding the Notice to Proceed date being moved to as we were trying to finalize the project in Kiln to which you acknowledged and later responded saying it would not be possible to move the date back as the city was not willing to move the start date. Therefore, we were unable to begin work in Long Beach until after Christmastime.

In regards to the pipe discrepancies, JBC originally bid the project to be 36-inch HDPE. JBC began to excavate on January 20, 2026 to start installing the bid size pipe when we discovered the pipe size that had been approved for on this project was incorrect. We dug down and discovered that this was not 36-inch pipe instead it was 48-inch pipe.



Jay Bearden Construction, Inc
 P O Box 180428
 Richland, MS 39218
 Office: 601-939-4292 · Fax: 601-939-4246
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As a result of this finding, we contacted you and notified you of the problem. You came to the job site and verified the pipe size discrepancy. At this time, JBC was at a dead stop due to having the wrong size material delivered and laid out for us to begin installation. You informed JBC that you would have to get with the city about the issue and see what was recommended to be done. From January 20, 2026 until February 3, 2026, JBC was waiting on the change order to be executed. Once we received the executed change order on February 3, 2026, JBC had to get with our pipe vendor to get all the incorrect pipe picked back up and the correct size delivered. This took an additional week after receiving the change order. JBC did not start receiving pipe until around the time frame of February 11, 2026 through February 13, 2026.

Due to the size of the pipe that JBC is now installing, we are having to remove twice as much pipe from the ground, haul off twice as much pipe and dirt. Due to laying a much larger pipe in a close quarter's environment with little to no room for error slows our production down significantly.

Please consider this request so that Jay Bearden Construction may complete the project with the appropriate amount of time originally allotted.

Sincerely,

Jackson Bearden

Jackson Bearden, Treasurer
 Jay Bearden Construction, Inc.

Minutes of April 7, 2026 Mayor and Board of Aldermen

Based on the recommendation of City Engineer David Ball, Alderman Frazer made a motion, seconded by Alderman McCaffrey and unanimously carried approve the further MCWI projects – round 2 as follows and authorize the Mayor to execute same:



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

April 1, 2026

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

**RE: Further MCWI Projects – Round 2
Klondyke/Ray Pump Station
Johnson/Beatline Pump Station
Alexander/Railroad Pump Station
Willow Creek Pump Station
N. Seashore Pump Station**

Ladies and Gentlemen:

Please find attached our proposed contracts for all the referenced projects for your review and ratification. Each of these contracts has an effective date of Mar. 5, reflecting your decision on or about that date to proceed with each of the referenced projects. We have completed the design of each of these projects and have advertised them for bid; each project should be bid on April 21.

Similar to our other five MCWI projects, all of these projects will be structured to require construction to be completed prior to the MCWI deadline of Aug. 31, 2026. We are moving quickly to facilitate each of those projects and anticipate that all can be completed prior to the deadline. We are ready to answer any questions you may have.

Sincerely,

David Ball, P.E.

DB:1413/1414/1415/1416/1417
Attachments

Minutes of April 7, 2026

Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 5, 2026 ("Effective Date") between City of Long Beach ("Owner") and Overstreet and Associates PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Klondyke/Ray Pump Station Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Topographic survey and preparation of data, engineering design, preparation of bid/Contract documents, construction administration, construction inspection/RPR services, and project closeout services for the described scope of work. The project scope is: improvements and rehabilitation to the existing Klondyke/Ray Pump Station, specifically including new pumps, motors, pump station control system, electrical system, and installation of a wetwell rehab/lining system if required, along with miscellaneous improvements and all associated restoration in the project area. All of the above scope of work will be generally described as "Klondyke/Ray Pump Station Improvements". ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Engineer affirms its ability to have the Bid Documents ready to advertise for construction on or before March 20, 2026 and will include requirements in the construction contract for Contractor to complete work by August 31, 2026 subject to contractual liquidated damages.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. The attached MCWI-required documents are incorporated into the terms and conditions of this Contract. The documents are: "Attachment C—Subaward Terms and Conditions for Contracted Parties" and the "Byrd Anti-Lobbying Amendment"

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails

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to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Lump Sum for Basic Services

- A. Owner shall pay Engineer for Services as follows:
 1. A Lump Sum amount of \$ 25,175 for Basic Services, more particularly design, preparation of Contract documents, and construction administration.
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: [None]
 3. The portion of the compensation amount billed monthly for Engineer's Services will follow the following assumed distribution of compensation:

| | |
|-------------------------------|------------|
| Design Phase | 57.5% |
| Bidding and Negotiating Phase | 7.5% |
| <u>Construction Phase</u> | <u>35%</u> |
| Total | 100% |

[and]

2.02 Basis of Payment—Hourly Rates Plus Reimbursable Expenses

- A. Owner shall pay Engineer for the following described Services as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. If incurred, overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. Engineer's Standard Hourly Rates are attached as Appendix 1.

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Minutes of April 7, 2026

Mayor and Board of Aldermen

4. The total compensation for hourly Services and reimbursable expenses for each applicable phase of service is estimated to be:
- a. For topographic survey data acquisition and preparation: \$ 3,500.
 - b. For construction inspection ("RPR") services: \$ 12,000.
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.
- 3.01 *Termination*
- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
 - C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

Minutes of April 7, 2026 Mayor and Board of Aldermen

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

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- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state of Mississippi.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- 6.01 *Total Agreement*
- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 – Attachment C and Byrd Anti-Lobbying Amendment

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Minutes of April 7, 2026 Mayor and Board of Aldermen

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates PLLC.

By: 
Timothy I. Pierce
Mayor

By: 
F. Jason Overstreet, P.E.
President

Date Signed: 4-8-24

Date Signed: 4/1/2026
License No./State: 18601/MS

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

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 5, 2026.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply for hourly work as detailed in the Contract.

B. *Schedule:*

| <u>Position</u> | <u>Billing Rate</u> |
|-------------------------------------|---------------------|
| Principal | \$240.00 |
| Professional Engineer V | \$195.00 |
| Professional Engineer IV | \$180.00 |
| Professional Engineer III | \$162.50 |
| Professional Engineer II | \$149.00 |
| Professional Engineer I | \$138.00 |
| Engineer Intern III | \$132.25 |
| Engineer Intern II | \$120.00 |
| Engineer Intern I | \$107.50 |
| Professional Land Surveyor | \$132.50 |
| Project Manager V | \$138.00 |
| Project Manager IV | \$132.25 |
| Project Manager III | \$120.00 |
| Project Manager II | \$105.00 |
| Project Manager I | \$95.00 |
| Construction Project Manager II | \$125.00 |
| Construction Project Manager I | \$105.00 |
| Sr. Survey Crew Chief | \$100.00 |
| Resident Project Representative III | \$100.00 |
| Resident Project Representative II | \$92.50 |
| Resident Project Representative I | \$85.00 |
| Civil Designer | \$141.50 |
| CADD Technician III | \$120.00 |
| CADD Technician II | \$100.00 |
| CADD Technician I | \$85.00 |

Appendix 1, Standard Hourly Rates Schedule.
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Mayor and Board of Aldermen

| | |
|--|----------|
| GIS Intern | \$61.00 |
| Project Technician II | \$110.00 |
| Project Technician I | \$75.00 |
| Administrative/Clerical | \$75.00 |
| Surveys with RTK GPS Equipment | \$65.00 |
| Survey Project Manager/Land Surveyor Intern | \$110.25 |
| Survey Technician II | \$95.00 |
| Survey Technician I | \$70.00 |
| Survey Crew III | \$205.00 |
| Survey Crew II | \$175.00 |
| Survey Crew I | \$150.00 |
| Travel Time shall be billed at designated personnel's standard hourly rates. | |

Appendix 2 - Attachment C and
 Byrd Anti-Lobbying Amendment
 (6 pages total)

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

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The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 101 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000 Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 funds other than 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 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 complete and submit Standard Form-L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Contractor, Overstreet & Assoc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal
Name and Title of Contractor's Authorized Official

4/1/2026
Date

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 5, 2026 ("Effective Date") between City of Long Beach ("Owner") and Overstreet and Associates PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Johnson/Beatline Pump Station Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Topographic survey and preparation of data, engineering design, preparation of bid/Contract documents, construction administration, construction inspection/RPR services, and project closeout services for the described scope of work. The project scope is: improvements and rehabilitation to the existing Johnson/Beatline Pump Station, specifically including new pumps, motors, pump station control system, electrical system, and installation of a wetwell rehab/lining system if required, along with miscellaneous improvements and all associated restoration in the project area. All of the above scope of work will be generally described as "Johnson/Beatline Pump Station Improvements". ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Engineer affirms its ability to have the Bid Documents ready to advertise for construction on or before March 20, 2026 and will include requirements in the construction contract for Contractor to complete work by August 31, 2026 subject to contractual liquidated damages.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. The attached MCWI-required documents are incorporated into the terms and conditions of this Contract. The documents are: "Attachment C—Subaward Terms and Conditions for Contracted Parties" and the "Byrd Anti-Lobbying Amendment"

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails

to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum for Basic Services*

- A. Owner shall pay Engineer for Services as follows:
 1. A Lump Sum amount of \$ 26,300 for Basic Services, more particularly design, preparation of Contract documents, and construction administration.
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: [None]
 3. The portion of the compensation amount billed monthly for Engineer's Services will follow the following assumed distribution of compensation:

| | |
|-------------------------------|------------|
| Design Phase | 57.5% |
| Bidding and Negotiating Phase | 7.5% |
| <u>Construction Phase</u> | <u>35%</u> |
| Total | 100% |

[and]

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for the following described Services as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. If incurred, overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. Engineer's Standard Hourly Rates are attached as Appendix 1.

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4. The total compensation for hourly Services and reimbursable expenses for each applicable phase of service is estimated to be:

- a. For topographic survey data acquisition and preparation: \$ 3,500.
- b. For construction inspection ("RPR") services: \$ 12,000.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state of Mississippi.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 – Engineer's Standard Hourly Rates

Appendix 2 – Attachment C and Byrd Anti-Lobbying Amendment

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates PLLC.

By: 
Timothy I. Pierce
Mayor

By: 
F. Jason Overstreet, P.E.
President

Date Signed: 4-8-24

Date Signed: 4/1/2026
License No./State: 18601/MS

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

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 5, 2026.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply for hourly work as detailed in the Contract.

B. *Schedule:*

| <u>Position</u> | <u>Billing Rate</u> |
|---|---------------------|
| Principal | \$240.00 |
| Professional Engineer V | \$195.00 |
| Professional Engineer IV | \$180.00 |
| Professional Engineer III | \$162.50 |
| Professional Engineer II | \$149.00 |
| Professional Engineer I | \$138.00 |
| Engineer Intern III | \$132.25 |
| Engineer Intern II | \$120.00 |
| Engineer Intern I | \$107.50 |
| Professional Land Surveyor | \$132.50 |
| Project Manager V | \$138.00 |
| Project Manager IV | \$132.25 |
| Project Manager III | \$120.00 |
| Project Manager II | \$105.00 |
| Project Manager I | \$95.00 |
| Construction Project Manager II | \$125.00 |
| Construction Project Manager I | \$105.00 |
| Sr. Survey Crew Chief | \$100.00 |
| Resident Project Representative III | \$100.00 |
| Resident Project Representative II | \$92.50 |
| Resident Project Representative I | \$85.00 |
| Civil Designer | \$141.50 |
| CADD Technician III | \$120.00 |
| CADD Technician II | \$100.00 |
| CADD Technician I | \$85.00 |
| | |
| GIS Intern | \$61.00 |
| Project Technician II | \$110.00 |
| Project Technician I | \$75.00 |
| Administrative/Clerical | \$75.00 |
| Surveys with RTK GPS Equipment | \$65.00 |
| Survey Project Manager/Land Surveyor Intern | \$110.25 |
| Survey Technician II | \$95.00 |
| Survey Technician I | \$70.00 |
| Survey Crew III | \$205.00 |
| Survey Crew II | \$175.00 |
| Survey Crew I | \$150.00 |

Travel Time shall be billed at designated personnel's standard hourly rates.

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Appendix 2 - Attachment C and
Byrd Anti-Lobbying Amendment
(6 pages total)

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

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claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

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The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 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 funds other than 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 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 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Contractor, Overstreet & Assoc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal
Name and Title of Contractor's Authorized Official

4/1/2026
Date

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 5, 2026 ("Effective Date") between City of Long Beach ("Owner") and Overstreet and Associates PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Alexander/Railroad Pump Station Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Topographic survey and preparation of data, engineering design, preparation of bid/Contract documents, construction administration, construction inspection/RPR services, and project closeout services for the described scope of work. The project scope is: improvements and rehabilitation to the existing Alexander/Railroad Pump Station, specifically including new pumps, motors, pump station control system, electrical system, and installation of a wetwell rehab/lining system if required, along with miscellaneous improvements and all associated restoration in the project area. All of the above scope of work will be generally described as "Alexander/Railroad Pump Station Improvements". ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Engineer affirms its ability to have the Bid Documents ready to advertise for construction on or before March 20, 2026 and will include requirements in the construction contract for Contractor to complete work by August 31, 2026 subject to contractual liquidated damages.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. The attached MCWI-required documents are incorporated into the terms and conditions of this Contract. The documents are: "Attachment C—Subaward Terms and Conditions for Contracted Parties" and the "Byrd Anti-Lobbying Amendment"

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum for Basic Services*

- A. Owner shall pay Engineer for Services as follows:
 1. A Lump Sum amount of \$ 29,273 for Basic Services, more particularly design, preparation of Contract documents, and construction administration.
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: [None]
 3. The portion of the compensation amount billed monthly for Engineer's Services will follow the following assumed distribution of compensation:

| | |
|-------------------------------|------------|
| Design Phase | 57.5% |
| Bidding and Negotiating Phase | 7.5% |
| <u>Construction Phase</u> | <u>35%</u> |
| Total | 100% |

[and]

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for the following described Services as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. If incurred, overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. Engineer's Standard Hourly Rates are attached as Appendix 1.

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4. The total compensation for hourly Services and reimbursable expenses for each applicable phase of service is estimated to be:
 - a. For topographic survey data acquisition and preparation: \$ 5,000.
 - b. For construction inspection ("RPR") services : \$ 12,000.
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.
- 3.01 *Termination*
 - A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

EICDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.
Page 3

- 4.01 *Successors, Assigns, and Beneficiaries*
 - A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- 5.01 *General Considerations*
 - A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
 - C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state of Mississippi.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- 6.01 *Total Agreement*
- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 -- Attachment C and Byrd Anti-Lobbying Amendment

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates PLLC.

By: 
 Timothy L. Pierce
 Mayor

By: 
 F. Jason Overstreet, P.E.
 President

Date Signed: 4/8/24

Date Signed: 4/1/2026
 License No./State: 18601/MS

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

Address for giving notice:
 161 Lameuse St., Suite 203
 Biloxi, MS 39530

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 5, 2026.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply for hourly work as detailed in the Contract.

B. *Schedule:*

| <u>Position</u> | <u>Billing Rate</u> |
|-------------------------------------|---------------------|
| Principal | \$240.00 |
| Professional Engineer V | \$195.00 |
| Professional Engineer IV | \$180.00 |
| Professional Engineer III | \$162.50 |
| Professional Engineer II | \$149.00 |
| Professional Engineer I | \$138.00 |
| Engineer Intern III | \$132.25 |
| Engineer Intern II | \$120.00 |
| Engineer Intern I | \$107.50 |
| Professional Land Surveyor | \$132.50 |
| Project Manager V | \$138.00 |
| Project Manager IV | \$132.25 |
| Project Manager III | \$120.00 |
| Project Manager II | \$105.00 |
| Project Manager I | \$95.00 |
| Construction Project Manager II | \$125.00 |
| Construction Project Manager I | \$105.00 |
| Sr. Survey Crew Chief | \$100.00 |
| Resident Project Representative III | \$100.00 |
| Resident Project Representative II | \$92.50 |
| Resident Project Representative I | \$85.00 |
| Civil Designer | \$141.50 |
| CADD Technician III | \$120.00 |
| CADD Technician II | \$100.00 |
| CADD Technician I | \$85.00 |

| | |
|---|----------|
| GIS Intern | \$61.00 |
| Project Technician II | \$110.00 |
| Project Technician I | \$75.00 |
| Administrative/Clerical | \$75.00 |
| Surveys with RTK GPS Equipment | \$65.00 |
| Survey Project Manager/Land Surveyor Intern | \$110.25 |
| Survey Technician II | \$95.00 |
| Survey Technician I | \$70.00 |
| Survey Crew III | \$205.00 |
| Survey Crew II | \$175.00 |
| Survey Crew I | \$150.00 |

Travel Time shall be billed at designated personnel's standard hourly rates.

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Appendix 2 - Attachment C and
Byrd Anti-Lobbying Amendment
(6 pages total)

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

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The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

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BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 funds other than 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 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 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Contractor, Overstreet & Assoc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal
Name and Title of Contractor's Authorized Official

4/1/2026
Date

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 5, 2026 ("Effective Date") between City of Long Beach ("Owner") and Overstreet and Associates PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Willow Creek Pump Station Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Topographic survey and preparation of data, engineering design, preparation of bid/Contract documents, construction administration, construction inspection/RPR services, and project closeout services for the described scope of work. The project scope is: improvements and rehabilitation to the existing Willow Creek Pump Station, specifically including new pumps, motors, pump station control system, electrical system, and installation of a wetwell rehab/lining system if required, along with miscellaneous improvements and all associated restoration in the project area. All of the above scope of work will be generally described as "Willow Creek Pump Station Improvements". ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Engineer affirms its ability to have the Bid Documents ready to advertise for construction on or before March 20, 2026 and will include requirements in the construction contract for Contractor to complete work by August 31, 2026 subject to contractual liquidated damages.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. The attached MCWI-required documents are incorporated into the terms and conditions of this Contract. The documents are: "Attachment C—Subaward Terms and Conditions for Contracted Parties" and the "Byrd Anti-Lobbying Amendment"

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the Invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails

to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum for Basic Services*

- A. Owner shall pay Engineer for Services as follows:
 1. A Lump Sum amount of \$ 26,300 for Basic Services, more particularly design, preparation of Contract documents, and construction administration.
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: [None]
 3. The portion of the compensation amount billed monthly for Engineer's Services will follow the following assumed distribution of compensation:

| | |
|-------------------------------|------------|
| Design Phase | 57.5% |
| Bidding and Negotiating Phase | 7.5% |
| <u>Construction Phase</u> | <u>35%</u> |
| Total | 100% |

[and]

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for the following described Services as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. If incurred, overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. Engineer's Standard Hourly Rates are attached as Appendix 1.

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4. The total compensation for hourly Services and reimbursable expenses for each applicable phase of service is estimated to be:
 - a. For topographic survey data acquisition and preparation: \$ 3,500.
 - b. For construction inspection ("RPR") services : \$ 12,000.
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.
- 3.01 *Termination*
 - A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
 - A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- 5.01 *General Considerations*
 - A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
 - C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state of Mississippi.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 – Attachment C and Byrd Anti-Lobbying Amendment


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates PLLC.

By: 
Timothy I. Pierce
Mayor

By: 
F. Jason Overstreet, P.E.
President

Date Signed: 4-8-24

Date Signed: 4/1/2026
License No./State: 18601/MS

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

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 5, 2026.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply for hourly work as detailed in the Contract.

B. *Schedule:*

| <u>Position</u> | <u>Billing Rate</u> |
|---|---------------------|
| Principal | \$240.00 |
| Professional Engineer V | \$195.00 |
| Professional Engineer IV | \$180.00 |
| Professional Engineer III | \$162.50 |
| Professional Engineer II | \$149.00 |
| Professional Engineer I | \$138.00 |
| Engineer Intern III | \$132.25 |
| Engineer Intern II | \$120.00 |
| Engineer Intern I | \$107.50 |
| Professional Land Surveyor | \$132.50 |
| Project Manager V | \$138.00 |
| Project Manager IV | \$132.25 |
| Project Manager III | \$120.00 |
| Project Manager II | \$105.00 |
| Project Manager I | \$95.00 |
| Construction Project Manager II | \$125.00 |
| Construction Project Manager I | \$105.00 |
| Sr. Survey Crew Chief | \$100.00 |
| Resident Project Representative III | \$100.00 |
| Resident Project Representative II | \$92.50 |
| Resident Project Representative I | \$85.00 |
| Civil Designer | \$141.50 |
| CADD Technician III | \$120.00 |
| CADD Technician II | \$100.00 |
| CADD Technician I | \$85.00 |
| GIS Intern | \$61.00 |
| Project Technician II | \$110.00 |
| Project Technician I | \$75.00 |
| Administrative/Clerical | \$75.00 |
| Surveys with RTK GPS Equipment | \$65.00 |
| Survey Project Manager/Land Surveyor Intern | \$110.25 |
| Survey Technician II | \$95.00 |
| Survey Technician I | \$70.00 |
| Survey Crew III | \$205.00 |
| Survey Crew II | \$175.00 |
| Survey Crew I | \$150.00 |

Travel Time shall be billed at designated personnel's standard hourly rates.

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Appendix 2 - Attachment C and
Byrd Anti-Lobbying Amendment
(6 pages total)

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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Mayor and Board of Aldermen

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 funds other than 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 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 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Contractor, Overstreet & Assoc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal

Name and Title of Contractor's Authorized Official

4/1/2026

Date

Minutes of April 7, 2026 Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 5, 2026 ("Effective Date") between City of Long Beach ("Owner") and Overstreet and Associates PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: N. Seashore Pump Station Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Topographic survey and preparation of data, engineering design, preparation of bid/Contract documents, construction administration, construction inspection/RPR services, and project closeout services for the described scope of work. The project scope is: improvements and rehabilitation to the existing N. Seashore Pump Station, specifically including new pumps, motors, pump station control system, electrical system, and installation of a wetwell rehab/lining system if required, along with miscellaneous improvements and all associated restoration in the project area. All of the above scope of work will be generally described as "N. Seashore Pump Station Improvements". ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Engineer affirms its ability to have the Bid Documents ready to advertise for construction on or before March 20, 2026 and will include requirements in the construction contract for Contractor to complete work by August 31, 2026 subject to contractual liquidated damages.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. The attached MCWI-required documents are incorporated into the terms and conditions of this Contract. The documents are: "Attachment C – Subaward Terms and Conditions for Contracted Parties" and the "Byrd Anti-Lobbying Amendment"

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard Invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails

to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum for Basic Services*

- A. Owner shall pay Engineer for Services as follows:
 1. A Lump Sum amount of \$ 25,175 for Basic Services, more particularly design, preparation of Contract documents, and construction administration.
 2. In addition to the Lump Sum amount, reimbursement for the following expenses: [None]
 3. The portion of the compensation amount billed monthly for Engineer's Services will follow the following assumed distribution of compensation:

| | |
|-------------------------------|------------|
| Design Phase | 57.5% |
| Bidding and Negotiating Phase | 7.5% |
| <u>Construction Phase</u> | <u>35%</u> |
| Total | 100% |

[and]

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for the following described Services as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. If incurred, overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. Engineer's Standard Hourly Rates are attached as Appendix 1.

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4. The total compensation for hourly Services and reimbursable expenses for each applicable phase of service is estimated to be:
 - a. For topographic survey data acquisition and preparation: \$ 3,500.
 - b. For construction inspection ("RPR") services : \$ 12,000.
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.
- 3.01 *Termination*
 - A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
 - A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- 5.01 *General Considerations*
 - A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
 - C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state of Mississippi.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 - Attachment C and Byrd Anti-Lobbying Amendment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates PLLC.

By: 
Timothy I. Pierce
Mayor

By: 
F. Jason Overstreet, P.E.
President

Date Signed: 4-8-24

Date Signed: 4/1/2026
License No./State: 18601/MS

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

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

Minutes of April 7, 2026 Mayor and Board of Aldermen

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 5, 2026.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply for hourly work as detailed in the Contract.

B. *Schedule:*

| <u>Position</u> | <u>Billing Rate</u> |
|---|---------------------|
| Principal | \$240.00 |
| Professional Engineer V | \$195.00 |
| Professional Engineer IV | \$180.00 |
| Professional Engineer III | \$162.50 |
| Professional Engineer II | \$149.00 |
| Professional Engineer I | \$138.00 |
| Engineer Intern III | \$132.25 |
| Engineer Intern II | \$120.00 |
| Engineer Intern I | \$107.50 |
| Professional Land Surveyor | \$132.50 |
| Project Manager V | \$138.00 |
| Project Manager IV | \$132.25 |
| Project Manager III | \$120.00 |
| Project Manager II | \$105.00 |
| Project Manager I | \$95.00 |
| Construction Project Manager II | \$125.00 |
| Construction Project Manager I | \$105.00 |
| Sr. Survey Crew Chief | \$100.00 |
| Resident Project Representative III | \$100.00 |
| Resident Project Representative II | \$92.50 |
| Resident Project Representative I | \$85.00 |
| Civil Designer | \$141.50 |
| CADD Technician III | \$120.00 |
| CADD Technician II | \$100.00 |
| CADD Technician I | \$85.00 |
| GIS Intern | \$61.00 |
| Project Technician II | \$110.00 |
| Project Technician I | \$75.00 |
| Administrative/Clerical | \$75.00 |
| Surveys with RTK GPS Equipment | \$65.00 |
| Survey Project Manager/Land Surveyor Intern | \$110.25 |
| Survey Technician II | \$95.00 |
| Survey Technician I | \$70.00 |
| Survey Crew III | \$205.00 |
| Survey Crew II | \$175.00 |
| Survey Crew I | \$150.00 |

Travel Time shall be billed at designated personnel's standard hourly rates.

Based on the recommendation of City Engineer David Ball, Alderman Frazer made a motion, seconded by Alderman McCaffrey, and unanimously carried to approve Corrective Action Letter #2 for MCWI Project 425 and authorize Mayor to execute same:

Minutes of April 7, 2026
Mayor and Board of Aldermen



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

April 2, 2026

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

RE: MCWI/ARPA Funding – Corrective Action Letter #2 - MCWI Project #425

Ladies and Gentlemen:

We received the attached letter from MDEQ regarding the referenced City MCWI/ARPA (MS Municipal & County Water Infrastructure / American Rescue and Protection Act) award.

The letter notes a number of deficiencies discovered by MDEQ's team in the City's documentation, procurement, or reimbursement processes. Almost all of the issues are either already satisfied due to previous actions by the City or are deemed otherwise satisfactory. Below is a summary of the outstanding deficiencies along with our comments and/or recommended course of action:

1. Pg. 2 – Deficiency/Issue 2 – Grant Attachment C:
 - a. This attachment is now included in the contractual requirements of all MCWI-construction contracts and Overstreet & Associates has also included it in all of our recent contracts relative to MCWI projects. This particular issue arose during MDEQ review of old (prior to MCWI funding) Overstreet contracts which did not include the required attachment.
2. Pg. 2/3 – Deficiency/Issue 3 – Byrd Anti-Lobbying Amendment:
 - a. This attachment is now included in the contractual requirements of all MCWI-construction contracts and Overstreet & Associates has also included it in all of our recent contracts relative to MCWI projects. This particular issue arose during MDEQ review of old (prior to MCWI funding) Overstreet contracts which did not include the required attachment.

In short, almost all of the deficiencies noted in the letter are found to be "satisfied" and for the two deficiencies noted above, the City's current contracting methodology for these MCWI-projects appears to be satisfactory.

Sincerely,

David Ball, P.E.

DB:1249
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

Z:\docs\1249 LB ARPA apps 2022\20260402 CAL letter 2 - MCWI 425.docx

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State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM

April 2, 2026

City of Long Beach
Attention: Mayor Tim Pierce
201 Jeff Davis Avenue
Long Beach, MS 39560

Re: Level I Intervention
Corrective Action Letter #2
Project Name: Critical Drainage Improvements
Agreement Number: 425-I-SW-5.6
Reimbursement Request: #3, 4, 5, & 6

Dear Mayor Pierce:

The BDO Government Services, LLC (BDOGS) MCWI Program Administration Team, contracted through the Mississippi Department of Environmental Quality (MDEQ) to administer the Mississippi Municipal & County Water Infrastructure Grant Program, has reviewed the procurement documentation submitted for the above referenced project. BDOGS has identified non-compliance with federal regulations as set forth in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (Uniform Guidance). Failure to comply with all provisions of the Uniform Guidance is a violation of Article 18 of your MCWI Grant Agreement (Agreement). Pursuant to Article 23 of your Agreement, a Level I Intervention requires the implementation of the corrective actions detailed below.

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Mayor Pierce
April 2, 2026
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Issue(s) identified in the procurement of engineering services from Overstreet & Associates, PLLC:

Issue 1:

2 CFR 200.321(a) *The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.*

Issue: The City did not take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, for the acquisition of professional services required under the subaward.

Required Action: The BDOGS MCWI Program Administration Team has reviewed the noncompliance and found the small purchase acquisition of professional services to require no further action. The City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, in all future procurements.

Issue 2:

Section 13. Contracts of the Subaward Agreement *In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachment[] . . . "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.*

Issue: The City failed to include the contract provisions in its contract with the construction contractor.

Required Actions:

- Modify the contract to include the provisions contained in Attachment C and provide the modification; and
- Include the provisions in all future contracts.

Due Date: The modification must be provided before future reimbursements will be processed.

Issue 3:

2 CFR 200.327. *The non-Federal entity's contracts must contain the applicable provisions covering the following:*

2 CFR 200 Appendix II 200(I). *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier*

Mayor Pierce
April 2, 2026
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certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Issue: The City failed to include the contract provisions addressing requirements of 2 CFR Appendix II 200(I) and failed to provide the Byrd Anti-Lobbying Amendment Certification required to be filed by the contractor.

Required Actions: Obtain a certification of compliance with the above provision and the Byrd Anti-Lobbying Amendment Certification filing from the contractor and include the provisions in all future contracts.

Due Date: The certification of compliance and the Byrd Anti-Lobbying Amendment Certification filing must be provided before future reimbursements will be processed.

Issue(s) identified in the procurement of construction services from Bottom 2 Top Construction, LLC:

Issue 1:

Section 13. Contracts of the Subaward Agreement *In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachment[] . . . "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.*

Issue: At the time of procurement, the City failed to include the above contract provision that addresses the requirements of Section 13 of the Subaward Agreement.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the non-compliance and found the actions to be satisfied.

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Issue 2:

2 CFR 200.327. *The non-Federal entity's contracts must contain the applicable provisions covering the following:*

2 CFR 200 Appendix II 200(C). *Equal Employment Opportunity—Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."*

2 CFR 200 Appendix II 200(E). *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)—Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*

2 CFR 200 Appendix II 200(G). *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)—As amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

2 CFR 200 Appendix II 200(I). *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered*

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by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

2 CFR 200 Appendix II 200(J) & 2 CFR 200.323. *Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.*

2 CFR 200 Appendix II 200(L) & 2 CFR 200.322. *Domestic preferences for procurements (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.*

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. [85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

Issue: At the time of procurement, the City failed to include the above contract provision(s) addressing requirements of 2 CFR Appendix-II-to-Part-200 for the item(s) listed above.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the noncompliance and found the actions to be satisfied.

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Mayor and Board of Aldermen

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Issue(s) identified in the procurement of construction services from L.J. Construction, Inc. for multiple contracts:

Project: Clower / Kuyrkendall Pump Station Improvements
Project: N. Lang Pump Station Improvements

Issue 1:

Section 13. Contracts of the Subaward Agreement *In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachment[] . . . "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.*

Issue: At the time of procurement, the City failed to include the above contract provision that addresses the requirements of Section 13 of the Subaward Agreement.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the non-compliance and found the actions to be satisfied.

Issue 2:

2 CFR 200.327. *The non-Federal entity's contracts must contain the applicable provisions covering the following:*

2 CFR 200 Appendix II 200(C). *Equal Employment Opportunity—Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."*

2 CFR 200 Appendix II 200(E). *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)—Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work*

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and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2 CFR 200 Appendix II 200(G). *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)—As amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

2 CFR 200 Appendix II 200(I). *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

2 CFR 200 Appendix II 200(J) & 2 CFR 200.323. *Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.*

2 CFR 200 Appendix II 200(L) & 2 CFR 200.322. *Domestic preferences for procurements (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.*

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(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. [85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

Issue: At the time of procurement, the City failed to include the above contract provision(s) addressing requirements of 2 CFR Appendix-II-to-Part-200 for the item(s) listed above.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the noncompliance and found the actions to be satisfied.

Issue(s) identified in the procurement of construction services from LJ Construction, Inc. for one contract:

Project: N. Lang Pump Station Improvements

Issue 1:

Miss. Code § 31-7-13(c)(i)(3). *On the same date that the notice is submitted to the newspaper for publication, the agency or governing authority involved shall mail written notice to or provide electronic notification to the main office of the Mississippi Procurement Technical Assistance Program under the Mississippi Development Authority that contains the same information as that in the published notice.*

Issue: At the time of procurement, the City failed to mail written notice to or provide electronic notification to the main office of the Mississippi Procurement Technical Assistance Program on the same date that the notice was submitted to the newspaper for publication.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the non-compliance and found the actions to be satisfied.

Mayor Pierce
April 2, 2026
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Issue(s) identified in the procurement of construction services from Lagniappe Construction Company, LLC:

Issue 1:

Miss. Code § 31-7-13(c)(i)(3). *On the same date that the notice is submitted to the newspaper for publication, the agency or governing authority involved shall mail written notice to or provide electronic notification to the main office of the Mississippi Procurement Technical Assistance Program under the Mississippi Development Authority that contains the same information as that in the published notice.*

Issue: At the time of procurement, the City failed to mail written notice to or provide electronic notification to the main office of the Mississippi Procurement Technical Assistance Program on the same date that the notice was submitted to the newspaper for publication.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the non-compliance and found the actions to be satisfied.

Issue 2:

Section 13. Contracts of the Subaward Agreement *In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachment[] . . . "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.*

Issue: At the time of procurement, the City failed to include the above contract provision that addresses the requirements of Section 13 of the Subaward Agreement.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the non-compliance and found the actions to be satisfied.

Issue 3:

2 CFR 200.327. *The non-Federal entity's contracts must contain the applicable provisions covering the following:*

2 CFR 200 Appendix II 200(C). *Equal Employment Opportunity—Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246. "Equal Employment Opportunity"*

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(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR 200 Appendix II 200(E). *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*—Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2 CFR 200 Appendix II 200(G). *Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)* As amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

2 CFR 200 Appendix II 200(I). *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

2 CFR 200 Appendix II 200(J) & 2 CFR 200.323. *Procurement of recovered materials* A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

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April 2, 2026
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247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 CFR 200 Appendix II 200(L) & 2 CFR 200.322. *Domestic preferences for procurements* (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. [85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

Issue: At the time of procurement, the City failed to include the above contract provision(s) addressing requirements of 2 CFR Appendix-II-to-Part-200 for the item(s) listed above.

Required Actions: The BDOGS MCWI Program Administration Team has reviewed the corrective actions taken to address the noncompliance and found the actions to be satisfied.

Mayor Pierce
April 2, 2026
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~~The BDOGS MCWI Program Administration Team is unable to process your Reimbursement Request #5, 4, 5, & 6 until you acknowledge your intention to implement the correction actions outlined above by signing below and returning the signed letter to MCWISubrecipient@bdonoy.com.~~

Please note that compliance with the above correction actions does not nullify the provisions of Article 7, F and G of your Agreement, which state:

F. **Improper Payments.** Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT'S liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. **Clawback.** If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

In addition, the ultimate decision as to whether the corrective action is adequate in satisfying federal procurement requirements and/or whether funds may result in the claw back of funds rests with the U.S. Treasury. Likewise, the State (including but not limited to the State Auditor) may determine the corrective action is inadequate. As such, implementation of the recommended corrective action does not mean there is no risk of clawback. Due to these risks, you may choose to withdraw your request for reimbursement through formal indication on the bottom of this letter. If you have any questions, please contact MCWISubrecipient@bdonoy.com and include the MCWI Agreement Number in the Subject line of the inquiry.

Sincerely,
BDOGS MCWI Program Administration Team

INSTRUCTIONS: Please utilize this section to indicate your intentions regarding the identified instance(s) of noncompliance. Please sign one of the two options below to indicate how the Subrecipient will proceed.

SUBRECIPIENT ACKNOWLEDGES ACCEPTANCE OF REQUIRED ACTIONS AND INTENTION TO SEEK REIMBURSEMENT

By signing below, I agree to complete the required actions and pursue reimbursement of costs in which an instance of noncompliance was identified.

By: 
Authorized Signature

Date: 4/8/26

Minutes of April 7, 2026 Mayor and Board of Aldermen

Alderman Bennett made a motion, seconded by Alderman McCaffrey, and unanimously carried to approve Parks and Recreation Director, Ryan Ladner, request to submit playground soil for lead testing:

Playground Lead Testing

A test for lead in the playground soil is required once for all facilities.

- Collect small samples from 3 or 4 locations around the playground with a clean plastic spoon and combine them in a **plastic** bucket. (Metal buckets can affect the results.) **NOTE:** Remove any paint chips that are in sample you collected.
- Mix samples thoroughly in the bucket.
- Place approximately one (1) pint of soil in a plastic bag. (Ziploc)
- **If your building was constructed before 1965, it is recommended that a composite soil sample (not more than five (5) samples) also be collected from the roof drip line, especially in areas where people walk. Before taking these samples, remove any old paint chips present. (Remove paint chips from your sample before submitting to your lab of choice.)**

Mississippi State Chemical Laboratory (MSCL)

Website: www.mscl.msstate.edu Phone Number: 662-325-3428 Fax Number: 662-325-7807
Please ship soil sample and the MSCL Sample Submission Form, along with return name, address, and telephone number to:

Mississippi State Chemical Laboratory
PO Box CR
Mississippi State, MS 39762

Note: Price is \$15.00 for a 30-day turnaround time, \$20.00 for a 14-day turnaround time, and \$30.00 for a 3-day turnaround time. The MSCL will run the sample and send results back to the childcare facility. Please send your payment (check or money order) along with your sample or you may pay by credit card once the sample is received. Please contact the MSCL if you have any questions.

EHS/BTS Laboratories

Web site is www.btslabs.com Phone number is 1-800-347-4010. Fax number is 804-275-4907. **Open 9-5 Eastern Time.**

BTS Laboratories
7467 Whitepine Road
Richmond, VA 23237

Price is \$8.00 for a soil sample with a 3-day turnaround time, \$9.00 for a 2-day turnaround time and \$25.00 for next day (if sample is mailed to the lab overnight.) Contact company to obtain instructions.

143-Lafours Square • Post Office Box 1700 • Jackson, MS 39215-1700
Bureau of Health Facilities • Division of Professional Licensure • Division of Child Care Licensure
Criminal History Record Check Unit
601/364-1100 • Fax 601/364-6055 • www.HealthyMS.com
Equal Opportunity in Employment/Services

Building Official, Mike Gundlach, provided an update on storage container permits for businesses, noting that five permits have been issued to date for businesses currently utilizing storage containers, and two containers have been removed. Alderman McCaffrey stated he will bring back a recommended ordinance update regarding storage containers at the next Board of Aldermen meeting in two weeks.

**Minutes of April 7, 2026
Mayor and Board of Aldermen**

* * *

Building Official Mike Gundlach provided an update on the properties located at 123 South Island View and 816 Magnolia Street, owned by Gretchen Bell. At a previous Board meeting, a representative on behalf of Ms. Bell requested 30 days to fix the roofs. The 30 days have passed, with no action taken on the properties. At the recommendation of City Attorney Steve Simpson, another letter should be issued, and if there is no response, proceed with publication in the local newspaper. No action was taken at this time.

At the request of Community Affairs Director, Courtney Welch, Alderman McCaffrey made a motion, seconded by Alderman Frazer, unanimously carried to approve to serve/sell beer and/or wine on City property a Radish Festival scheduled for Saturday, April 18, 2026.

There were no Departmental Reports from the following Department Heads:

- Public Works
- Harbor

No report from the City Attorney.

No Derelict Properties at this time.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion, seconded by Alderman Giuffria, and unanimously carried to close the meet in memory of Mike Sanders and Mary Levens until the next regular scheduled meeting in due course.

Minutes of April 7, 2026
Mayor and Board of Aldermen

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph "Joey" Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

4/21/26

Date

ATTEST:

Emma Ward, City Clerk

CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
MINUTES OF CLOSED AND EXECUTIVE SESSION
April 07, 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, 7th day of April, 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" Guiffria, Timothy McCaffrey, Jr., Greg Bonds, Pete McGoey, City Clerk Emma Ward, Minutes Clerk Courtney Cuevas-Welch, and City Attorney Stephen B. Simpson, Esq.

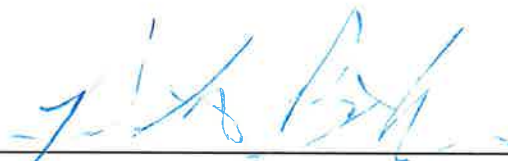
There being a quorum present sufficient to transact the business of this closed and executive session, the Mayor and Board of Aldermen did then, upon motion duly made, seconded, and unanimously carried by voice vote in open session on April 7, 2026, meet in executive session for the transaction of public business, to-wit: discussion regarding ongoing litigation between the City of Long Beach and Long Beach Harbor Resort, as well as ongoing annexation-related legal matters.

There being no further business allowed before the Mayor and Board of Aldermen at this time in executive session, Alderman Donald Frazer made motion, seconded by Alderman Timothy McCaffrey, and unanimously carried to adjourn executive session and return to open session.


258 CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
MINUTES OF CLOSED AND EXECUTIVE SESSION
April 07, 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

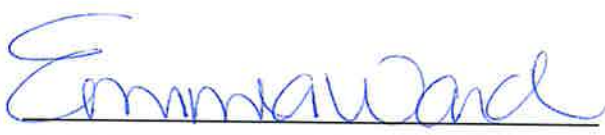


Alderman Pete L. McGoey, Ward 6



Date

ATTEST:



Emma Ward, City Clerk