

**Minutes of April 21, 2026  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF APRIL 21, 2026  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
  - 1. 333 McCaughan Avenue; not completed at last meeting
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVAL OF MUNICIPAL DOCKET**
- VII. PUBLIC COMMENTS**
- VIII. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Presentation: Brown & Brown; Tom Sawyer
- IX. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. April 7, 2026 - Regular & Executive
  - 2. PLANNING COMMISSION
    - a. April 9, 2026 - Regular
- X. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 042126
- XI. UNFINISHED BUSINESS**
  - a. Discussion - Gallagher Insurance; Frank Bordeaux
  - b. Discussion - Rates for the financing of City's new fire truck
  - c. Update - Cemetery Application for Indigent
  - d. Update- Business Storage Containers; Aldermen McCaffrey
- XII. NEW BUSINESS**
  - 1. Ratify - Award recommendation for Rosalie Drainage Improvements from email vote.
  - 2. Ratify - Award recommendation for Parkwood Pump Station from email vote.
  - 3. Ratify - Award recommendation for Latil Pump Station from email vote.
  - 4. Ratify - Award recommendation for Daugherty Road Pump Station from email vote.
  - 5. Special Events Application and Fee Waiver - Long Beach High School Senior Breakfast, May 5<sup>th</sup>, 2026; Justin Greer Senior Class Sponsor
  - 6. Request - Speed Bump on Lantana Blvd; Charles Herrington
  - 7. Request - Hotel Whiskey; Dennis de Boisblanc
  - 8. Discussion - 205 East Old Pass Oak tree that is damaging the street; Alderman Allen
  - 9. Special Events Application and Fee Waiver - Family Field Day, Saturday, April 25, 2026; JA (pending completed application)
  - 10. Request - Barricades from Pass Christian for Jeepin the Coast Parade route
  - 11. Discussion - Cybersecurity Grant contract matter requiring advice of counsel
- XIII. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
    - a. Library - New Hire (1 pending Civil Service Approval); Step Increase (1)
    - b. Fire Department - Resignation (1)
    - c. Police Department - Step Increase (4)
  - 3. CITY CLERK
    - a. Spread Oath of Offices for Deputies (4)
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
    - a. Budget Amendment - Proceeds from Spring Auction
  - 6. ENGINEERING
    - a. Daugherty Road Well Repairs
    - b. Bid Tabulation
  - 7. PUBLIC WORKS
  - 8. RECREATION
    - a. Budget Amendment - Building Maintenance; AC replacement
  - 9. BUILDING OFFICE
  - 10. HARBOR
  - 11. COMMUNITY AFFAIRS
  - 12. DERELICT PROPERTIES
- XIV. REPORT FROM CITY ATTORNEY**
- XV. ADJOURN (OR) RECESS**

Be it remembered that a public hearing of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in 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.

## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

Absent: Aldermen Donald Frazer

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

\*\*\*\*\*

The public hearing was called to order 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 Qing Zhang is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that the Notice of Hearing was sent to Ru Jian & Hui Qing Zhang, 2065 Sugarloaf Club Drive, Duluth, GA 30097, and posted on the subject property 333 McCaughan Avenue, Long Beach, MS on March 24, 2026. Said notice was returned to sender April 5, 2026.

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**9171999991703763599315**

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[Schedule a Redelivery \(https://tools.usps.com/redelivery.htm\)](https://tools.usps.com/redelivery.htm)

#### Latest Update

This is a reminder to arrange for redelivery of your item before April 4, 2026 or your item will be returned on April 5, 2026. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

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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, 8:02 am

Feedback

M.B. 111

04.21.26 Regular

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- The Clerk submitted photographs of 333 McCaughan Avenue, Long Beach, MS taken by Zoning Enforcement Officer, Dale Stogner, on April 7, 2026, depicting subject property in its present condition; said photographs are as follows:



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 24, 2026, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 333 McCaughan Avenue (Tax Map Parcel 06111-04-005.000), Long Beach, Mississippi, assessed to Ru Jian & Hui Qing Zahang, 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 7<sup>th</sup>, 2026.

This the 7<sup>th</sup> day of April 2026.

*Emma Ward*  
EMMA WARD, AFFIANT

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

-My Commission Expires *Nicole Gullot* NOTARY PUBLIC

AFFIDAVIT-PHOTOS;POST NOTICE

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

\* \*

Alderman Giuffria made motion, seconded by Alderman McCaffrey, and unanimously carried to close the public hearing. Discussion continued; whereupon, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to declare the issue to be resolved as shown in the following pictures taken by Code Enforcement Officer, Dale Stogner, on April 21, 2026:



\*\*\*\*\*

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

Absent: Aldermen Donald Frazer

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

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Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to add Discussion of Annexation as Item No. B underneath Unfinished Business.

Alderman Bennett made motion, seconded by Alderman Giuffria, and unanimously carried to add "Authorize Mayor to execute same" to the ratification of award recommendations for Parkwood Pump Station, Latil Pump Station, and Daughterty Road Pump Station underneath New Business.

\*\*\*\*\*

Alderman McCaffrey made motion, seconded by Alderman Bennett, 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.

\*\*\*\*\*

A presentation from Tom Sawyer with Brown & Brown Insurance was presented; whereupon, Alderman Giuffria made motion, seconded by Allen to table any discussion regarding insurance until the entire insurance committee could be present. The question being put to a roll call vote as follows:

Alderman Frazer	Absent
Alderman Bennett	Nay
Alderman Allen	Aye
Alderman Giuffria	Aye
Alderman McCaffrey	Nay
Alderman Bonds	Nay
Alderman McGoey	Nay

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

\*\*\*\*\*

Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Regular Minutes of the Mayor and Board of Aldermen dated April 7, 2026, as submitted.

\*\*\*\*\*

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Alderman McCaffrey made motion, seconded by Alderman McGoey, and unanimously carried to approve the Regular Minutes of the Planning and Development Commission dated April 9, 2026, as submitted.

\*\*\*\*\*

Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to approve payment of invoices listed on Docket of Claims number 042126, as submitted.

\*\*\*\*\*

Discussion began with the request of Gallagher Insurance Company becoming the City of Long Beach’s Agent of Record; whereupon, Alderman McGoey made motion, seconded by Alderman Bennett to authorize Gallagher Insurance to be the City of Long Beach Agent of Record. The question being put to a roll call vote results as follows:

Alderman Frazer	Absent
Alderman Bennett	Aye
Alderman Allen	Nay
Alderman Giuffria	Nay
Alderman McCaffrey	Aye
Alderman Bonds	Aye
Alderman McGoey	Aye

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

\*\*\*\*\*

Alderman Bennett made motion, seconded by Alderman McGoey, and unanimously carried to enter into executive session for the purpose of discussing annexation litigation and a potential white paper.

\*\*\*\*\*

Alderman McGoey made motion, seconded by Alderman Giuffria, and unanimously carried to come out of executive session. No action taken or required

\*\*\*\*\*

Alderman McCaffrey made motion, seconded by McGoey, and unanimously carried to approve the finance rate for 7 years through Cadence Bank to finance the City’s new fire truck.

\*\*\*\*\*

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There came on for discussion the cemetery application for indigent burial assistance, Alderman Bennett made motion, seconded by Alderman Bonds, and unanimously carried to table this item until the next scheduled board meeting.

\*\*\*\*\*

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to table "Business Storage Containers Update" until the next scheduled board meeting.

\*\*\*\*\*

Alderman Bennett made motion, seconded by Alderman Giuffria, and unanimously carried to ratify the email vote for Rosalie Drainage Improvements, Parkwood Pump Station, Latil Pump Station, and Daugherty Road Pump Station in its entirety and to authorize the Mayor to execute the same:

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

This Agreement is by and between **City of Long Beach, MS** ("Owner") and **SCI, LLC** ("Contractor").  
Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1--WORK**

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

**ARTICLE 2--THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **ROSALIE DRIVE DRAINAGE IMPROVEMENTS.**

**ARTICLE 3--ENGINEER**

3.01 The Owner has retained Overstreet & Associates, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Overstreet & Associates, PLLC ("Engineer").

**ARTICLE 4--CONTRACT TIMES**

4.01 *Time Is of the Essence*

A. All time limits for Milestones, if any, Substantial or Final Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Contractor shall complete all Work and submit all Invoices with all required supporting documentation no later than August 21, 2026; this date is mandatory and constitutes the required date of Final Completion.

4.03 *Omitted*

4.04 *Omitted*

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that the liquidated damages for delay (but not as a penalty) for Contractor's failure to achieve final completion by the date specified in the agreement shall be an amount equal to fifty percent (50%) of the value of all Work performed after that date, calculated based on the Contract Price and the Engineer's determination of quantities of Work completed after the required completion date. These liquidated damages are agreed upon as a reasonable estimate of the Owner's damages and are not a penalty.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 Special Damages

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

#### ARTICLE 5—CONTRACT PRICE

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

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

Three hundred forty-eight thousand five hundred thirty-eight dollars and 70/100

\$ 348,538.70

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

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#### ARTICLE 6—PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

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

##### 6.02 Progress Payments; Retainage

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

##### 6.03 Final Payment

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

##### 6.04 Consent of Surety

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

#### ARTICLE 7—CONTRACT DOCUMENTS

##### 7.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: **ROSALIE DRIVE DRAINAGE IMPROVEMENTS**.
  8. Addenda (numbers 1 to 1, inclusive).

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9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (Pages 1 to 19) (Not attached but incorporated by reference)
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

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within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 Contractor's Certifications

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



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

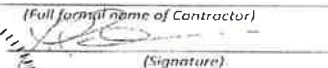
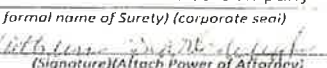

This Agreement will be effective on 4/21, 2026 (which is the Effective Date of the Contract).

<p><b>Owner:</b> <u>City of Long Beach</u> <small>(typed or printed name of organization)</small></p> <p><b>By:</b> <u></u> <small>(Individual's signature)</small></p> <p><b>Date:</b> <u>4/22/2026</u> <small>(date signed)</small></p> <p><b>Name:</b> <u>Timothy I. Pierce</u> <small>(typed or printed)</small></p> <p><b>Title:</b> <u>Mayor</u> <small>(typed or printed)</small></p> <p><b>Attest:</b> <u></u> <small>(Individual's signature)</small></p> <p><b>Title:</b> <u>City Clerk</u> <small>(typed or printed)</small></p> <p><b>Address for giving notices:</b> <u>P.O. Box 929</u> <u>Long Beach, MS 39560</u></p> <p><b>Designated Representative:</b> <b>Name:</b> <u>Timothy I. Pierce</u> <small>(typed or printed)</small></p> <p><b>Title:</b> <u>Mayor</u> <small>(typed or printed)</small></p> <p><b>Address:</b> <u>Per above</u></p> <p><b>Phone:</b> <u>228-863-1556</u></p> <p><b>Email:</b> _____ <small>(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</small></p>	<p><b>Contractor:</b> <u>SCI, LLC</u> <small>(typed or printed name of organization)</small></p> <p><b>By:</b> <u></u> <small>(Individual's signature)</small></p> <p><b>Date:</b> <u>4-10-2026</u> <small>(date signed)</small></p> <p><b>Name:</b> <u>Todd Parker</u> <small>(typed or printed)</small></p> <p><b>Title:</b> <u>President</u> <small>(typed or printed)</small></p> <p><small>(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</small></p> <p><b>Attest:</b> <u></u> <small>(Individual's signature)</small></p> <p><b>Title:</b> <u>C.F.O.</u> <small>(typed or printed)</small></p> <p><b>Address for giving notices:</b> <u>10404 Commerce Parkway</u> <u>Gulfport, MS 39503</u></p> <p><b>Designated Representative:</b> <b>Name:</b> <u>KYLE PENTON</u> <small>(typed or printed)</small></p> <p><b>Title:</b> <u>PROJECT MANAGER</u> <small>(typed or printed)</small></p> <p><b>Address:</b> <u>10404 COMMERCE PARKWAY</u> <u>GULFPORT, MS 39503</u></p> <p><b>Phone:</b> <u>228-207-2383</u></p> <p><b>Email:</b> <u>KYLE@SCICIVIL.COM</u></p> <p><b>License No.:</b> <u>26132-MC</u> <small>(where applicable)</small></p> <p><b>State:</b> <u>MS</u></p>
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Bond #7901220544

### PERFORMANCE BOND

<p><b>Contractor</b> Name: <u>SCI, LLC</u> Address (principal place of business): <u>13520 Old Highway 67</u> <u>Biloxi, MS 39532</u></p>	<p><b>Surety</b> Name: <u>Nationwide Mutual Insurance Company</u> Address (principal place of business): <u>One West Nationwide Blvd., FSSC-RR</u> <u>Columbus, OH 43215-2220</u></p>
<p><b>Owner</b> Name: <u>City of Long Beach, MS</u> Mailing address (principal place of business): <u>P.O. Box 929</u> <u>Long Beach, MS 39560</u></p>	<p><b>Contract</b> Description (name and location): <u>Rosalie Drive Drainage Improvements</u>  Contract Price: <u>\$348,538.70</u> Effective Date of Contract: _____</p>
<p><b>Bond</b> Bond Amount: <u>\$348,538.70</u> Date of Bond: _____ <small>(Date of Bond cannot be earlier than Effective Date of Contract)</small> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b> <u>SCI, LLC</u> <small>(Full formal name of Contractor)</small></p> <p><b>By:</b> <u></u> <small>(Signature)</small></p> <p><b>Name:</b> <u>Todd Parker</u> <small>(Printed or typed)</small></p> <p><b>Title:</b> <u>President</u></p> <p><b>Attest:</b> <u></u> <small>(Signature)</small></p> <p><b>Name:</b> <u>NATALIE D. DRONET</u> <small>(Printed or typed)</small></p> <p><b>Title:</b> <u>Witness</u></p>	<p><b>Surety</b> <u>Nationwide Mutual Insurance Company</u> <small>(Full formal name of Surety) (corporate seal)</small></p> <p><b>By:</b> <u></u> <small>(Signature) (Attach Power of Attorney)</small></p> <p><b>Name:</b> <u>Kathleen Scarborough</u> <small>(Printed or typed)</small></p> <p><b>Title:</b> <u>Attorney-in-Fact</u></p> <p><b>Attest:</b> <u></u> <small>(Signature)</small></p> <p><b>Name:</b> <u>Darlene Landry</u> <small>(Printed or typed)</small></p> <p><b>Title:</b> <u>Witness</u></p>
<p><small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small></p>	



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## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

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

14. Definitions

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

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Bond #7901220544

### PAYMENT BOND

<b>Contractor</b> Name: SCI, LLC Address (principal place of business): 13520 Old Highway 67 Biloxi, MS 39532	<b>Surety</b> Name: Nationwide Mutual Insurance Company Address (principal place of business): One West Nationwide Blvd., FSSC-RR Columbus, OH 43215-2220
<b>Owner</b> Name: City of Long Beach, MS Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Rosalie Drive Drainage Improvements  Contract Price: \$348,538.70 Effective Date of Contract:
<b>Bond</b> Bond Amount: \$348,538.70 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, Intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal SCI, LLC (Full formal name of Contractor)	Surety Nationwide Mutual Insurance Company (Full formal name of Surety) (corporate seal)
By: <u>Todd Parker</u> (Signature) Name: <u>Todd Parker</u> (Printed or typed) Title: <u>President</u>	By: <u>Kathleen Scarborough</u> (Signature) (Attach Power of Attorney) Name: <u>Kathleen Scarborough</u> (Printed or typed) Title: <u>Attorney-in-Fact</u>
Attest: <u>Natasha D. D...</u> (Signature)	Attest: <u>Darlene Landry</u> (Signature)
Name: <u>Witness</u> (Printed or typed)	Name: <u>Darlene Landry</u> (Printed or typed)
Title: <u>CFO</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



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## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

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# Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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### Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint CHARLES E. REAGIN, III; CHARLOTTE RAMSEY; CHARLOTTE L. WRIGHT; CHRISTOPHER BOONE; DAVID FORTENBERKY; DENNIE L. DUNAWAY; DEWEY MASON; EDWARD L. KINNEY, Jr.; JENNIFER S. ROBERTS; JOSEPH BEATIE; JULIE C. LIVINGSTON; KATHLEEN SCARBOROUGH; KIMBERLY BARKUM; LISA BUTLER; MARKHAM R. MCKNIGHT; MARY E. KLEINPETER; PATRICK MASON; RHONDA S. CROOKS; ROXANNA S. BORDER; STEPHANIE S. MCKNIGHT; SUSAN SKRMETTA; TAWANDA A. WEATHERSPOON; THOMAS M. SANDAHL; TRENT J. SANDAHL; TROY WAGENER; WILLIAM G. MCKNIGHT; each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all, (i) bonds and undertakings; (ii) Proposal Bonds; (iii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

### UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company, and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

**Execution of Instruments.** Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

### ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss  
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Reiss  
Notary Public, State of Ohio  
No. 2018-RE-719786  
Commission Expires July 7, 2028

  
Notary Public  
My Commission Expires  
July 7, 2028

### CERTIFICATE

I, **Lezlie F. Chimenti**, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of APRIL 2025.



  
Assistant Secretary

# Minutes of April 21, 2026

## Mayor and Board of Aldermen

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

This Agreement is by and between City of Long Beach, MS ("Owner") and Southern Colonial Construction LLC. ("Contractor").

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

Owner and Contractor hereby agree as follows:

#### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: rehabilitating the existing pump station by replacing pumps, valves, installing valve vault, electrical equipment, site work, installing guide rails, replacing the top of the wet well and access hatches, and associated work.

#### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **PARKWOOD PUMP STATION IMPROVEMENTS.**

#### ARTICLE 3—ENGINEER

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

#### ARTICLE 4—CONTRACT TIMES

##### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial or Final Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 *Contract Times: Dates*

- A. Contractor shall complete all Work and submit all invoices with all required supporting documentation no later than August 21, 2026; this date is mandatory and constitutes the required date of Final Completion.

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##### 4.03 *Omitted*

##### 4.04 *Omitted*

##### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that the liquidated damages for delay (but not as a penalty) for Contractor's failure to achieve final completion by the date specified in the agreement shall be an amount equal to fifty percent (50%) of the value of all Work performed after that date, calculated based on the Contract Price and the Engineer's determination of quantities of Work completed after the required completion date. These liquidated damages are agreed upon as a reasonable estimate of the Owner's damages and are not a penalty.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

##### 4.06 *Special Damages*

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

#### ARTICLE 5—CONTRACT PRICE

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

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

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## Minutes of April 21, 2026 Mayor and Board of Aldermen

One hundred fifty-eight thousand nine hundred sixty-eight dollars and 21/100.

\$ 158,968.21

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

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

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

#### 6.02 *Progress Payments; Retainage*

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

#### 6.03 *Final Payment*

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

#### 6.04 *Consent of Surety*

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

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

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

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5. All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: **PARKWOOD PUMP STATION IMPROVEMENTS**.
  8. Addenda (numbers 1 to 2, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Pages 1 to 49) (Not attached but incorporated by reference)
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 *Contractor's Representations*

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

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# Minutes of April 21, 2026 Mayor and Board of Aldermen

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

### 8.02 Contractor's Certifications

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

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

This Agreement will be effective on 4/21, 2026 (which is the Effective Date of the Contract).

<p>Owner:</p> <p><u>City of Long Beach</u> <small>(typed or printed name of organization)</small></p> <p>By: <u></u> <small>(individual's signature)</small></p> <p>Date: <u>4/22/2026</u> <small>(date signed)</small></p> <p>Name: <u>Timothy I. Pierce</u> <small>(typed or printed)</small></p> <p>Title: <u>Mayor</u> <small>(typed or printed)</small></p> <p>Attest: <u></u> <small>(individual's signature)</small></p> <p>Title: <u>City Clerk</u> <small>(typed or printed)</small></p> <p>Address for giving notices: <u>P.O. Box 929</u> <u>Long Beach, MS 39560</u></p> <p>Designated Representative: Name: <u>Timothy I. Pierce</u> <small>(typed or printed)</small></p> <p>Title: <u>Mayor</u> <small>(typed or printed)</small></p> <p>Address: <u>Per above</u></p> <p>Phone: <u>228-863-1556</u></p> <p>Email: <small>(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</small></p>	<p>Contractor:</p> <p><u>Southern Colonial Construction LLC.</u> <small>(typed or printed name of organization)</small></p> <p>By: <u></u> <small>(individual's signature)</small></p> <p>Date: <u>4/18/2026</u> <small>(date signed)</small></p> <p>Name: <u>Claude G. Duggan IV</u> <small>(typed or printed)</small></p> <p>Title: <u>Owner</u> <small>(typed or printed)</small></p> <p><small>(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</small></p> <p>Attest: <u></u> <small>(individual's signature)</small></p> <p>Title: <u>Operations Admin</u> <small>(typed or printed)</small></p> <p>Address for giving notices: <u>23272 Hwy 49 Frontage Rd Ste. B</u> <u>Saucler, MS 39574</u></p> <p>Designated Representative: Name: <u>Claude G. Duggan IV</u> <small>(typed or printed)</small></p> <p>Title: <u>Owner</u> <small>(typed or printed)</small></p> <p>Address: <u>23272 Hwy 49 Frontage Rd</u> <u>Ste B</u> <u>Saucler MS 39574</u></p> <p>Phone: <u>228-731-3311</u></p> <p>Email: <u>cduggan@southerncolonial.com</u></p> <p>License No.: <u>25538-MC</u> <small>(where applicable)</small></p> <p>State: <u>Mississippi</u></p>
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# Minutes of April 21, 2026 Mayor and Board of Aldermen



## OLD REPUBLIC SURETY COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TROY WAGENER, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LIBA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, DEBBIE DUNAWAY, JAMES ELEY BRASHER of GUI FPORT, MS

Its true and lawful Attorney-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of May 2025

*[Signature]*  
Assistant Secretary



*[Signature]*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of May, 2025, personally came before me, Alan Pavlic, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*[Signature]*  
Notary Public

My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

#### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-0829

Signed and sealed at the City of Brookfield, WI this 16th day of April, 2026

*[Signature]*  
Assistant Secretary

ORSC 22262 (3-06)

ARTHUR J GALLAGHER RISK MGMT

PERFORMANCE BOND

Bond No.: 7488452

<b>Contractor</b> Name: Southern Colonial Construction, LLC Address (principal place of business): 23272 Hwy 49 Frontage Rd, Suite B, SAUCIER, MS 39574	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Parkwood Pump Station Improvements  Contract Price: \$158,968.21 Effective Date of Contract:
<b>Bond</b> Bond Amount: One Hundred Fifty-Eight Thousand Nine Hundred Sixty-Eight & 21/100— (\$158,968.21)-- Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> Southern Colonial Construction, LLC By: <i>[Signature]</i> Name: Claude G. Duggan IV Title: Owner	<b>Surety</b> Old Republic Surety Company By: <i>[Signature]</i> Name: Kathleen B. Scarborough Title: Attorney-in-Fact
Attest: <i>[Signature]</i> Name: Hayley R. Davis Title: Witness	Attest: <i>[Signature]</i> Name: Lisa Butler Title: Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

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## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

**14. Definitions**

- 14.1. **Balance of the Contract Price**—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. **Construction Contract**—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. **Contractor Default**—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. **Owner Default**—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. **Contract Documents**—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: "None"

END OF SECTION 00 61 13.13





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Bond No.:7488452

SECTION 00 61 13.16 -- PAYMENT BOND

<b>Contractor</b> Name: Southern Colonial Construction, LLC Address (principal place of business): 23272 Hwy 49 Frontage Rd, Suite 13, SAUCIER, MS 39574	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Parkwood Pump Station Improvements  Contract Price: \$158,968.21 Effective Date of Contract:
<b>Bond</b> Bond Amount: One Hundred Fifty-Eight Thousand Nine Hundred Sixty-Eight & 21/100---(\$158,968.21)--- Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, Intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> Southern Colonial Construction, LLC (Full formal name of Contractor)	<b>Surety</b> Old Republic Surety Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>Claude G. Duggan, IV</u> (Printed or typed)	Name: <u>Kathleen B. Scarborough</u> (Printed or typed)
Title: <u>Owner</u>	Title: <u>Attorney-in-Fact</u>
Attest:  (Signature)	Attest:  (Signature)
Name: <u>Hayley R. Davis</u> (Printed or typed)	Name: <u>Lisa Butler</u> (Printed or typed)
Title: <u>Witness</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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DU 61 13.16 - 2

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

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# Minutes of April 21, 2026 Mayor and Board of Aldermen

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- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. **Claimant**—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. **Construction Contract**—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. **Owner Default**—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. **Contract Documents**—All the documents that comprise the agreement between the Owner and Contractor.
  - 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  - 18. Modifications to this Bond are as follows: "None"
- END OF SECTION 00 61 13.16

EJDC® C-615, Payment Bond

00 61 13.16 4



## OLD REPUBLIC SURETY COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, DEBBIE DUNAWAY, JAMES ELEY BRASHIER OF GULFPORT, MS

its true and lawful Attorney-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of May, 2025.

  
Assistant Secretary



  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS  
On this 15th day of May, 2025, personally came before me, Alan Pavlic


and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829  
OR3C 22262 (3-06)  


Signed and sealed at the City of Brookfield, WI this 16th day of April, 2026  
  
Assistant Secretary

ARTHUR J GALLAGHER RISK MGMT

M.B. 111  
04.21.26 Regular

# Minutes of April 21, 2026

## Mayor and Board of Aldermen

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

This Agreement is by and between City of Long Beach, MS ("Owner") and Southern Colonial Construction LLC. ("Contractor").

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

Owner and Contractor hereby agree as follows:

#### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: rehabilitating the existing pump station by replacing pumps, valves, installing valve vault, electrical equipment, site work, installing guide rails, replacing the top of the wet well and access hatches, replacing top of drainage structure, and associated work.

#### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **LATIL PUMP STATION IMPROVEMENTS.**

#### ARTICLE 3—ENGINEER

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

#### ARTICLE 4—CONTRACT TIMES

##### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial or Final Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 *Contract Times: Dates*

- A. Contractor shall complete all Work and submit all invoices with all required supporting documentation no later than August 21, 2026; this date is mandatory and constitutes the required date of Final Completion.

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##### 4.03 *Omitted*

##### 4.04 *Omitted*

##### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that the liquidated damages for delay (but not as a penalty) for Contractor's failure to achieve final completion by the date specified in the agreement shall be an amount equal to fifty percent (50%) of the value of all Work performed after that date, calculated based on the Contract Price and the Engineer's determination of quantities of Work completed after the required completion date. These liquidated damages are agreed upon as a reasonable estimate of the Owner's damages and are not a penalty.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

##### 4.06 *Special Damages*

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

#### ARTICLE 5—CONTRACT PRICE

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

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

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Page 2 of 6

# Minutes of April 21, 2026

## Mayor and Board of Aldermen

One hundred fifty-four thousand eight hundred ninety-five dollars and 76/100

\$ 154,895.76

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

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

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

#### 6.02 *Progress Payments; Retainage*

- A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.

#### 6.03 *Final Payment*

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

#### 6.04 *Consent of Surety*

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

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

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

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5. All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: **LATIL PUMP STATION IMPROVEMENTS**.
  8. Addenda (numbers 1 to 2, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Pages 1 to 50) (Not attached but incorporated by reference)
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 *Contractor's Representations*

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

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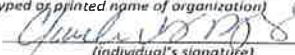
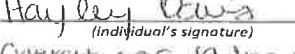
# Minutes of April 21, 2026 Mayor and Board of Aldermen

- performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as Indicated in the Contract Documents.
  8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- 8.02 **Contractor's Certifications**
- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
    1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
    2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
    3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
    4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on 4/21, 2026 (which is the Effective Date of the Contract).

<p>Owner:  <u>City of Long Beach</u>  <small>(typed or printed name of organization)</small></p> <p>By: <u></u>  <small>(individual's signature)</small></p> <p>Date: <u>4/22/2024</u>  <small>(date signed)</small></p> <p>Name: <u>Timothy I. Pierce</u>  <small>(typed or printed)</small></p> <p>Title: <u>Mayor</u>  <small>(typed or printed)</small></p> <p>Attest: <u></u>  <small>(individual's signature)</small></p> <p>Title: <u>City Clerk</u>  <small>(typed or printed)</small></p> <p>Address for giving notices:  <u>P.O. Box 929</u>  <u>Long Beach, MS 39560</u></p> <p>Designated Representative:        Name: <u>Timothy I. Pierce</u>  <small>(typed or printed)</small></p> <p>Title: <u>Mayor</u>  <small>(typed or printed)</small></p> <p>Address:  <u>Per above</u></p> <p>Phone: <u>228-863-1556</u></p> <p>Email:  <small>(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</small></p>	<p>Contractor:  <u>Southern Colonial Construction LLC.</u>  <small>(typed or printed name of organization)</small></p> <p>By: <u></u>  <small>(individual's signature)</small></p> <p>Date: <u>4/16/2024</u>  <small>(date signed)</small></p> <p>Name: <u>Claude G. Duggan IV</u>  <small>(typed or printed)</small></p> <p>Title: <u>Owner</u>  <small>(typed or printed)</small></p> <p><small>(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</small></p> <p>Attest: <u></u>  <small>(individual's signature)</small></p> <p>Title: <u>Operations Admin</u>  <small>(typed or printed)</small></p> <p>Address for giving notices:  <u>23272 Hwy 49 Frontage Rd Ste. B</u>  <u>Saucier, MS 39574</u></p> <p>Designated Representative:        Name: <u>Claude G. Duggan IV</u>  <small>(typed or printed)</small></p> <p>Title: <u>owner</u>  <small>(typed or printed)</small></p> <p>Address:  <u>23272 Hwy 49 Frontage Rd</u>  <u>Ste B</u>  <u>Saucier MS 39574</u></p> <p>Phone: <u>228-731-3311</u></p> <p>Email: <u>cduggan@southerncolonial.com</u></p> <p>License No.: <u>25538-MC</u>  <small>(where applicable)</small></p> <p>State: <u>Mississippi</u></p>
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# Minutes of April 21, 2026 Mayor and Board of Aldermen



## OLD REPUBLIC SURETY COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TROY WAGENER, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, DEBBIE DUNAWAY, JAMES ELEY BRASHIER of GULFPORT, MS

its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-In-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of May, 2025.


  
Assistant Secretary



  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS  
On this 15th day of May, 2025, personally came before me, Alan Pavlic  
and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public


My Commission Expires: September 28, 2026  
*(Expiration of notary's commission does not invalidate this instrument)*

CERTIFICATE  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829




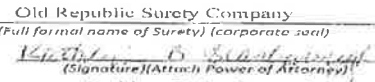


Signed and sealed at the City of Brookfield, WI this 16th day of April, 2026

  
Assistant Secretary

ARTHUR J GALLAGHER RISK MGMT

PERFORMANCE BOND

Bond No.: 7488454

<b>Contractor</b> Name: Southern Colonial Construction, LLC Address (principal place of business): 23272 Hwy 49 Frontage Rd, Suite B, SAUCIER, MS 39574	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Laril Pump Station Improvements  Contract Price: \$154,895.76 Effective Date of Contract:
<b>Bond</b> Bond Amount: One Hundred Fifty-Four Thousand Eight Hundred Ninety-Five & 76/100--- (\$154,895.76) Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Southern Colonial Construction, LLC By:  Name: <u>Claude G. Duggan, IV</u> Title: <u>Owner</u>	Surety Old Republic Surety Company By:  Name: <u>Kathleen B. Scarborough</u> Title: <u>Attorney-in-Fact</u>
Attest:  Name: <u>Hayley R. Davis</u> Title: <u>Witness</u>	Attest:  Name: <u>Lisa Butler</u> Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

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## Minutes of April 21, 2026 Mayor and Board of Aldermen

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said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the Intent is that this Bond will be construed as a statutory bond and not as a common law bond.

**14. Definitions**

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

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.



16. Modifications to this Bond are as follows: **"None"**

END OF SECTION 00 61 13.13

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Bond No.: 7488454

SECTION 00 61 13.16 – PAYMENT BOND

<p><b>Contractor</b> Name: Southern Colonial Construction, LLC Address (principal place of business): 23272 Hwy 49 Frontage Rd. Suite B. SAUCIER, MS 39574</p>	<p><b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201</p>
<p><b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560</p>	<p><b>Contract</b> Description (name and location): Latil Pump Station Improvements  Contract Price: \$154,895.76 Effective Date of Contract:</p>
<p><b>Bond</b> Bond Amount: One Hundred Fifty-Four Thousand Eight Hundred Ninety-Five &amp; 76/100—(\$154,895.76)-- Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b> Southern Colonial Construction, LLC (Full formal name of Contractor)</p>	<p><b>Surety</b> Old Republic Surety Company (Full formal name of Surety) (Corporate seal)</p>
<p>By:  (Signature)</p>	<p>By:  (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Claude G. Duggan, IV</u> (Printed or typed)</p>	<p>Name: <u>Kathleen B. Scarborough</u> (Printed or typed)</p>
<p>Title: <u>Owner</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest:  (Signature)</p>	<p>Attest:  (Signature)</p>
<p>Name: <u>Hayley R. Davis</u> (Printed or typed)</p>	<p>Name: <u>Lisa Butler</u> (Printed or typed)</p>
<p>Title: <u>Witness</u></p>	<p>Title: <u>Witness</u></p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	

## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

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# Minutes of April 21, 2026 Mayor and Board of Aldermen

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- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. **Claimant**—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. **Construction Contract**—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. **Owner Default**—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. **Contract Documents**—All the documents that comprise the agreement between the Owner and Contractor.
  - 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  - 18. Modifications to this Bond are as follows: "None"
- END OF SECTION 00 61 13.16

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00 61 13.16 - 4



## OLD REPUBLIC SURETY COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TROY WAGENER, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, DEBBIE DUNAWAY, JAMES ELEY BRASHER of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of May, 2025.

  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of May, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829



Signed and sealed at the City of Brookfield, WI this 16th day of April, 2026

  
Assistant Secretary

ORS-C 22262 (3-06)

ARTHUR J GALLAGHER RISK MGMT

M.B. 111  
04.21.26 Regular

# Minutes of April 21, 2026

## Mayor and Board of Aldermen

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

This Agreement is by and between City of Long Beach, MS ("Owner") and Southern Colonial Construction LLC. ("Contractor").

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

Owner and Contractor hereby agree as follows:

#### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: rehabilitating the existing pump station by replacing pumps, valves, valve vault, electrical equipment, site work, installing guide rails, replacing the top of the wet well and access hatches, and associated work.

#### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **DAUGHERTY APARTMENTS PUMP STATION IMPROVEMENTS.**

#### ARTICLE 3—ENGINEER

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

#### ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial or Final Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. Contractor shall complete all Work and submit all invoices with all required supporting documentation no later than August 21, 2026; this date is mandatory and constitutes the required date of Final Completion.

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4.03 *Omitted*

4.04 *Omitted*

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that the liquidated damages for delay (but not as a penalty) for Contractor's failure to achieve final completion by the date specified in the agreement shall be an amount equal to fifty percent (50%) of the value of all Work performed after that date, calculated based on the Contract Price and the Engineer's determination of quantities of Work completed after the required completion date. These liquidated damages are agreed upon as a reasonable estimate of the Owner's damages and are not a penalty.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- 4.06 *Special Damages*
- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial or Final Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid. The initial total Contract Price is:

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# Minutes of April 21, 2026 Mayor and Board of Aldermen

One hundred fifty-four thousand three hundred five dollars and 00/100

\$ 154,305.00

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

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

### 6.03 *Final Payment*

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

### 6.04 *Consent of Surety*

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

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.

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5. All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: **DAUGHERTY APARTMENTS PUMP STATION IMPROVEMENTS**.
  8. Addenda (numbers 1 to 2, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Pages 1 to 50) (Not attached but incorporated by reference)
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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

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# Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

### 8.02 Contractor's Certifications

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

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

This Agreement will be effective on 4/21, 2026 (which is the Effective Date of the Contract).

Owner:	Contractor:
<u>City of Long Beach</u> <small>(typed or printed name of organization)</small>	<u>Southern Colonial Construction LLC.</u> <small>(typed or printed name of organization)</small>
By: <u></u> <small>(individual's signature)</small>	By: <u></u> <small>(individual's signature)</small>
Date: <u>4/22/2026</u> <small>(date signed)</small>	Date: <u>4/16/2026</u> <small>(date signed)</small>
Name: <u>Timothy I. Pierce</u> <small>(typed or printed)</small>	Name: <u>Claude G. Duggan IV</u> <small>(typed or printed)</small>
Title: <u>Mayor</u> <small>(typed or printed)</small>	Title: <u>Owner</u> <small>(typed or printed)</small>
Attest: <u></u> <small>(individual's signature)</small>	Attest: <u></u> <small>(individual's signature)</small>
Title: <u>City Clerk</u> <small>(typed or printed)</small>	Title: <u>Operation Admin</u> <small>(typed or printed)</small>
Address for giving notices: <u>P.O. Box 929</u> <u>Long Beach, MS 39560</u>	Address for giving notices: <u>23272 Hwy 49 Frontage Rd Ste. B</u> <u>Saucier, MS 39574</u>
Designated Representative: Name: <u>Timothy I. Pierce</u> <small>(typed or printed)</small>	Designated Representative: Name: <u>Claude G. Duggan IV</u> <small>(typed or printed)</small>
Title: <u>Mayor</u> <small>(typed or printed)</small>	Title: <u>Owner</u> <small>(typed or printed)</small>
Address: <u>Per above</u>	Address: <u>23272 Hwy 49 Frontage Rd</u> <u>Site B</u> <u>Saucier MS 39574</u>
Phone: <u>228-863-1556</u>	Phone: <u>228-731-3311</u>
Email: <small>(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</small>	Email: <u>cduggan@southerncolonial.com</u>
	License No.: <u>25538-MC</u> <small>(where applicable)</small>
	State: <u>MISSISSIPPI</u>



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# Minutes of April 21, 2026 Mayor and Board of Aldermen



## OLD REPUBLIC SURETY COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TROY WAGENER, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, DEBBIE DUNAWAY, JAMES ELEY BRASHIER of GULFPORT, MS

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of May 2025

  
 Assistant Secretary



  
 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS  
On this 15th day of May 2025, personally came before me, Alan Pavlic

and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




  
Notary Public


My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829




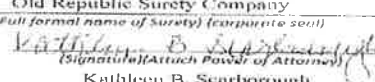
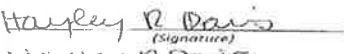

Signed and sealed at the City of Brookfield, WI this 16th day of April 2026

  
 Assistant Secretary

### ARTHUR J GALLAGHER RISK MGMT

PERFORMANCE BOND

Bond No.: 7488453

<b>Contractor</b> Name: Southern Colonial Construction, LLC Address (principal place of business): 23272 Hwy 49 Frontage Rd, Suite B. SAUCIER, MS 39574	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Daugherty Apartments Pump Station Improvements  Contract Price: \$154,305.00 Effective Date of Contract:
<b>Bond</b> Bond Amount: One Hundred Fifty-Four Thousand Three Hundred Five & 00/100-- (\$154,305.00) Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, Intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> Southern Colonial Construction, LLC By:  Name: Claude G. Duggan IV Title: Owner	<b>Surety</b> Old Republic Surety Company By:  Name: Kathleen B. Scarborough Title: Attorney-in-Fact
Attest:  Name: HAYLEY R DAVIS Title: Witness	Attest:  Name: Darlene Landry Title: Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

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## Minutes of April 21, 2026 Mayor and Board of Aldermen

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said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the Intent is that this Bond will be construed as a statutory bond and not as a common law bond.

**14. Definitions**

**14.1. Balance of the Contract Price**—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**14.2. Construction Contract**—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**14.3. Contractor Default**—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**14.4. Owner Default**—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**14.5. Contract Documents**—All the documents that comprise the agreement between the Owner and Contractor.

**15.** If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.


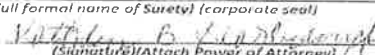
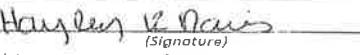

**16.** Modifications to this Bond are as follows: "None"

END OF SECTION 00 61 13.13

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Bond No.: 7488453

SECTION 00 61 13.16 - PAYMENT BOND

<p><b>Contractor</b> Name: Southern Colonial Construction, L.L.C. Address (principal place of business): 23272 Hwy 49 Frontage Rd. Suite B. SAUCHER, MS 39574</p>	<p><b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201</p>
<p><b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560</p>	<p><b>Contract</b> Description (name and location): Daugherty Apartments Pump Station Improvements  Contract Price: \$154,305.00 Effective Date of Contract:</p>
<p><b>Bond</b> Bond Amount: One Hundred Fifty-Four Thousand Three Hundred Five &amp; 00/100--- (\$154,305.00)----- Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b> Southern Colonial Construction, L.L.C. <i>(Full formal name of Contractor)</i></p>	<p><b>Surety</b> Old Republic Surety Company <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By:  <i>(Signature)</i></p>	<p>By:  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: Claude G. Duggan, IV <i>(Printed or typed)</i></p>	<p>Name: Kathleen B. Scarborough <i>(Printed or typed)</i></p>
<p>Title: Owner</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest:  <i>(Signature)</i></p>	<p>Attest:  <i>(Signature)</i></p>
<p>Name: Hayley R. Davis <i>(Printed or typed)</i></p>	<p>Name: Darlene Landry <i>(Printed or typed)</i></p>
<p>Title: Witness</p>	<p>Title: Witness</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

## Minutes of April 21, 2026 Mayor and Board of Aldermen

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

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

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- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all contract documents and all changes made to the agreement and the contract documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  - 18. Modifications to this Bond are as follows: "None"
- END OF SECTION 00 61 13.16

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**OLD REPUBLIC SURETY COMPANY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMBEY, DEBBIE DUNAWAY, JAMES ELEY BRASHIER OF GULFPORT, MS

its true and lawful Attorney-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances, and suretyship obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS**

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of May 2025

*[Signature]*  
Assistant Secretary



*[Signature]*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS  
On this 16th day of May 2025, personally came before me, *[Signature]* Alan Pavlic, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*[Signature]*  
Kathryn R. Pearson  
Notary Public  
My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829  
OR60 22202 (3-06)

Signed and sealed at the City of Brookfield, WI this 16th day of April 2026  
*[Signature]*  
Assistant Secretary

ARTHUR J GALLAGHER RISK MGMT

M.B. 111  
04.21.26 Regular

Minutes of April 21, 2026  
Mayor and Board of Aldermen

\*\*\*\*\*

Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the following Special Event Application and Fee Waiver for Long Beach High School Senior Class Breakfast submitted by Justin Greer:



Date Received By Clerk's Office: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

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

SUMMARY OF EVENT

Event Title: LBHS Senior ~~High School~~ Breakfast

Please give a brief description of the proposed event:

Senior Class Sponsor + Counselor will feed Breakfast to graduating Seniors

Event Day (s) & Date (s): 6/5/26 Event Time (s): 8-11

Set-Up Date & Time: 7:30 5/5/26 Tear-Down Date & Time: 11:30 5/5/26

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

Event Location Description: T.G. Amphitheater Pavilion

Sponsoring Organization's Legal Name: Long Beach Senior High School

Organization Agent: Justin Greer

Phone: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: 8502617146 During Event

Agent's Address: 300 E. Old Pass Rd. Long Beach, MS 39560

Agent's E-mail Address: justin.greer@lbsdktz.com

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

How many years has this event occurred?

18 yrs

# Minutes of April 21, 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: \_\_\_\_\_ Through Date/Time: \_\_\_\_\_

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

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

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

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

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

If yes, what time? \_\_\_\_\_ Until \_\_\_\_\_

**ATTENDANCE:** What is expected (estimated) attendance for this event? 200

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

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

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

If yes, how many? \_\_\_\_\_

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

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

We request use of the outlets in the Pavilion and the use of Pavilion Restrooms

**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:

This event is low hazard because it is only meant for the seniors and no other attendees. There will be many school staff in attendance.

**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.

4/9/26  
Date

[Signature]  
Signature of Sponsoring Organization's Agent

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

## Minutes of April 21, 2026 Mayor and Board of Aldermen

*May 5*  
*7:30 - 11:30*  
*Town Green Pavilion*

Event Title: Long Beach Senior Breakfast

**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: M Recommended Approval YES NO Est. Economic Impact: \$ 0  
 Fire Dept: TD Recommended Approval: YES NO Est. Economic Impact: \$ 0  
 Public Works: PL Recommended Approval: YES NO Est. Economic Impact: \$ 0  
 Traffic Eng: \_\_\_\_\_ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_  
 Parks/Rec: PL Recommended Approval: YES NO Est. Economic Impact: \$ 0

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/15/2026
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>		
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2909 13th St 4th Floor Gulfport MS 39501	CONTACT NAME: Cindy Teague PHONE (A/C, No. Ext): 228-863-5362 E-MAIL ADDRESS: cindy_teague@ajg.com	FAX (A/C, No.): 228-863-1957 NAIC # 23752
INSURED Long Beach School District 19148 Commission Road Long Beach MS 39560	License# 0D69293 LONGBEA-47	INSURER(S) AFFORDING COVERAGE INSURER A: Ascot Insurance Company INSURER B: AmFed National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER: 1031706088**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		TRPK-4001078-01	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TRPK-4001078-01	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
II	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC1255011068	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: LBHS Senior Breakfast @ Town Green Pavilion on May 5, 2026

<b>CERTIFICATE HOLDER</b>  City of Long Beach P. O. Box 929 Long Beach MS 39560 United States	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**Minutes of April 21, 2026  
Mayor and Board of Aldermen**

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Request for a speed bump on Lantana Blvd was presented before the Mayor and Board at the request of Charles Ken Herrington; whereas no one came forward to present or speak, Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to deny the request.

\*\*\*\*\*

There came on for discussion, at the request of Dennis de Boisblanc, on behalf of Whiskey Hotel to inquire about information about tax abatement for property. At the recommendation of the board and City Attorney, Mr. Boisblanc was advised to appear before the Planning and Development Commission. No action was taken.

\*\*\*\*\*

Alderman Allen made motion, seconded by Alderman McGoey, and unanimously carried to approve the removal of oak tree that is damaging the city street at 205 East Old Pass Road pending quotes on tree removal.

\*\*\*\*\*

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to remove "Special Events Application and Fee Waiver from Gulfport Junior Auxiliary" due to the event being postponed.

\*\*\*\*\*

Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to authorize the City to request for additional barricades from the City of Pass Christian for the Jeepin the Coast parade route.

\*\*\*\*\*

Alderman Bonds made motion, seconded by Alderman McCaffrey, and unanimously carried to table the Cybersecurity Grant Contract Matter Requiring Advice of Counsel due to counsel and Community Affairs Director working directly with the grant administrator.

\*\*\*\*\*

There were no Departmental Reports from the following Department Heads:

- Mayor's Office
- Fire Department
- Public Works
- Building Office
- Harbor

**Minutes of April 21, 2026  
Mayor and Board of Aldermen**

\*\*\*\*\*

Based on the recommendation of Civil Service Board and City Clerk Emma Ward, Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to approve personnel changes as follows:

- Step Increase: Assistant Librarian Rebecca Sanzin; CSA-5-XV; effective 05/01/26.

\*\*\*\*\*

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

- Resignation: Lieutenant Josh Allen; FS-12-X; effective 04/03/26.


\*\*\*\*\*

Based on the recommendation of Civil Service Board and Chief Seal, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve personnel changes as follows:

- Step Increase: Commander Damian McRight; PSA-14-XIII; effective 05/01/26.
- Step Increase: Captain Patrick Craig; PSA-13-XVIII; effective 05/01/25.
- Step Increase: Sergeant Jason Case; PS-11-XVI; effective 05/16/25.
- Step Increase: Sergeant Jolee Knight; PS-11-VII; effective 05/01/25.

\*\*\*\*\*

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to spread Oaths of Office for Deputy City Clerks.



**OATH OF OFFICE**

*I, Nicole Guillot, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Deputy City Clerk, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 16th day of April, 2026. So help me God.*

*Nicole Guillot*  
\_\_\_\_\_  
Nicole Guillot  
City of Long Beach, Mississippi

**WITNESS:**  
*Kyrd Williams*  
\_\_\_\_\_  
Kyrd Williams  
Court Clerk

Sworn to and subscribed before me, this the 16th day of April, 2026.

-Seal- *Emma Ward*  
\_\_\_\_\_  
Emma J. Ward, City Clerk

Minutes of April 21, 2026  
Mayor and Board of Aldermen



**OATH OF OFFICE**

I, Courtney Welch, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Deputy City Clerk, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 16th day of April, 2026. So help me God.

  
\_\_\_\_\_  
Courtney Welch  
City of Long Beach, Mississippi

WITNESS:  
  
\_\_\_\_\_  
Kyra Williams  
Court Clerk

Sworn to and subscribed before me, this the 16th day of April, 2026.



  
\_\_\_\_\_  
Emma J. Ward, City Clerk



**OATH OF OFFICE**

I, Tina M. Dahl, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Deputy City Clerk, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 16th day of April, 2026. So help me God.

  
\_\_\_\_\_  
Tina M. Dahl  
City of Long Beach, Mississippi

WITNESS:  
  
\_\_\_\_\_  
Kyra Williams  
Court Clerk

Sworn to and subscribed before me, this the 16th day of April, 2026.



  
\_\_\_\_\_  
Emma J. Ward, City Clerk

Minutes of April 21, 2026  
Mayor and Board of Aldermen



**OATH OF OFFICE**

*I, Stacey Dahl, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Deputy City Clerk, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 16th day of April, 2026. So help me God.*

*Stacey Dahl*  
Stacey Dahl  
City of Long Beach, Mississippi

WITNESS:  
*Kyra Williams*  
Kyra Williams  
Court Clerk

Sworn to and subscribed before me, this the 16th day of April, 2026



*Emma J. Ward*  
Emma J. Ward, City Clerk

\*\*\*\*\*

Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the budget amendment request as submitted by Chief Seal from the proceeds collected at the Spring 2026 auction:



April 16, 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:

\$7,239.00 into New Equipment (213-63100)

\$6,375.00 into the Federal Seizure Account (214-630100)

This \$13,614.00 represents proceeds from the spring 2026 auction. A copy of the check is attached.

Thank you for your consideration.

*William Seal*  
William Seal  
Chief of Police

**Minutes of April 21, 2026  
Mayor and Board of Aldermen**

\*\*\*\*\*

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to award the Daugherty Road Well Repairs to Lyman Well Company.



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

April 17, 2026

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

**RE: Daugherty Rd. Well Repairs**

Ladies and Gentlemen:

In coordination with Public Works, we requested quotes from several local contractors to perform repairs to the Daugherty Rd. Well. These repairs are needed in order to keep this well functional and the RFQ process was formulated in order to ease MCWI-reimbursements and includes all the known grant requirements.

We've attached a copy of the tabulation of the quotes for the work, indicating Lyman Well Company who offered the low price for the work. They are a reputable company and the City has worked with them in the past. We recommend award of this scope of work to them. Please advise if you need any more information relative to this issue.

Sincerely,  
  
David Ball, P.E.

DB:539  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\0539\Projects\2026 Daugherty Well repairs\20260417 Daugherty Well repairs -recommend Lyman.docxPage 1/1

City of Long Beach  
Daugherty Road Well Repairs  
Tabulation of Quotes

4/15/2026 - 10:00AM

CONTRACTORS BIDDING:			Lyman Well Company Gulfport, MS		Griner Drilling Service, Inc. Gulfport, MS	
Addendum No. 1			Yes		No	
ITEM	QUANTITY	UNIT	TOTAL	UNIT	TOTAL	TOTAL
I	DAUGHERTY ROAD WELL REPAIRS - ALL WORK	1 LS	\$ 36,000.00	\$ 36,000.00	\$ 42,600.00	\$ 42,600.00
<b>TOTAL AMOUNT OF BASE QUOTE:</b>			<b>\$ 36,000.00</b>		<b>\$ 42,600.00</b>	

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Based on the recommendation of City Engineer David Ball, Alderman Giuffria made motion, seconded by Alderman McCaffrey, and unanimously carried to spread the following bid tabulation for Rosalie Drainage, Latil Pump Station, Parkwood Pump Station, and Daugherty Apartment Pump Station:

# Minutes of April 21, 2026 Mayor and Board of Aldermen



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

April 17, 2026

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

**RE: Rosalie Drainage  
Latil Pump Station  
Parkwood Pump Station  
Daugherty Apts. Pump Station**

Ladies and Gentlemen:

On Wednesday 4/8/2026, we recommended award based on a bid tabulation for each of the above referenced projects, all of which were voted on via email, an action which should be ratified on the 4/21/2026 meeting of the Mayor & Board of Aldermen. We have enclosed copies of the certified bid tabulations for each of those projects hereto, so the official record of the bids received may be acknowledged and spread in the City's minutes.

Sincerely,

David Ball, P.E.

DB:1406,1408-1410



CITY OF LONG BEACH  
ROSALIE DRIVE DRAINAGE IMPROVEMENTS  
Bid Date: TUESDAY, APRIL 7, 2026 @ 9:30 AM

BIDDER		SEA, LLC	DAVE EMMETT CONSULTING, LLC	PERFORMANCE INC.	S.B. CONTRACTORS	J & S BROS. LLC							
ADDRESS & City		10142 MAC	21083 MAC	25001 MAC	21083 MAC	25001 MAC							
Add/Remove Bid. 1 Acknowledgment		Yes	Yes	Yes	Yes	Yes							
Bid Amount		720	740	740	740	740							
PAV ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
100-A	UTILIZATION	1	L.S.	\$ 75,000.00	\$ 75,000.00	\$ 19,051.50	\$ 19,051.50	\$ 88,321.00	\$ 88,321.00	\$ 18,541.00	\$ 18,541.00	\$ 18,541.00	\$ 18,541.00
110-A	12" PVC CULVERT	10	L.F.	\$ 100.00	\$ 1,000.00	\$ 29.41	\$ 294.10	\$ 91.75	\$ 917.50	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
110-B	18" RCP CULVERT	800	L.F.	\$ 180.00	\$ 144,000.00	\$ 165.81	\$ 132,648.00	\$ 177.50	\$ 142,000.00	\$ 180.00	\$ 144,000.00	\$ 180.00	\$ 144,000.00
110-C	18" RCP CULVERT	140	L.F.	\$ 22.00	\$ 3,080.00	\$ 218.97	\$ 30,655.80	\$ 188.46	\$ 26,384.40	\$ 220.00	\$ 30,800.00	\$ 220.00	\$ 30,800.00
110-D	SKETCH BARS, RECTANGULAR TYPE	4	EA.	\$ 5,500.00	\$ 22,000.00	\$ 12,000.00	\$ 48,000.00	\$ 48,275.00	\$ 192,100.00	\$ 12,000.00	\$ 48,000.00	\$ 12,000.00	\$ 48,000.00
120-B	JUNCTION BOX	1	EA.	\$ 4,500.00	\$ 4,500.00	\$ 19,029.50	\$ 19,029.50	\$ 15,500.00	\$ 15,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
120-C	SMOOTHED CONCRETE HEADWALL	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 19,029.50	\$ 19,029.50	\$ 14,175.00	\$ 14,175.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
500-A	Pipe Bedding / Pipe Foundation Material	300	C.Y.	\$ 150.00	\$ 45,000.00	\$ 11.76	\$ 3,528.00	\$ 118.25	\$ 35,475.00	\$ 150.00	\$ 45,000.00	\$ 150.00	\$ 45,000.00
500-B	SELECT SAND BACKFILL	900	C.Y.	\$ 23.00	\$ 20,700.00	\$ 24.14	\$ 21,726.00	\$ 27.60	\$ 24,840.00	\$ 23.00	\$ 20,700.00	\$ 23.00	\$ 20,700.00
500-C	GEOTEXTILE FABRIC	400	S.Y.	\$ 8.00	\$ 3,200.00	\$ 4.25	\$ 1,700.00	\$ 5.75	\$ 2,300.00	\$ 8.00	\$ 3,200.00	\$ 8.00	\$ 3,200.00
500-D	CLEANING AND GRUBBING	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 11,150.00	\$ 11,150.00	\$ 48,850.00	\$ 48,850.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
510-A	UNDESIGNATED SITE WORK	1	L.S.	\$ 5,500.00	\$ 5,500.00	\$ 9,518.75	\$ 9,518.75	\$ 5,750.00	\$ 5,750.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
510-B	VEGETATIVE COVER	1700	S.Y.	\$ 10.00	\$ 17,000.00	\$ 8.18	\$ 13,906.00	\$ 1.15	\$ 1,957.50	\$ 10.00	\$ 17,000.00	\$ 10.00	\$ 17,000.00
510-C	SOLID SOIL	100	S.Y.	\$ 10.00	\$ 1,000.00	\$ 8.18	\$ 818.00	\$ 7.78	\$ 778.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00
510-D	EROSION RESTORATION	800	L.F.	\$ 20.00	\$ 16,000.00	\$ 118.40	\$ 94,720.00	\$ 60.50	\$ 48,400.00	\$ 20.00	\$ 16,000.00	\$ 20.00	\$ 16,000.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 10,500.00	\$ 10,500.00	\$ 4,812.50	\$ 4,812.50	\$ 8,812.00	\$ 8,812.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 3,717.25	\$ 3,717.25	\$ 3,750.00	\$ 3,750.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
<b>Total of All Unit Price Bid Items</b>					<b>\$ 484,821.00</b>		<b>\$ 476,591.50</b>		<b>\$ 484,821.00</b>		<b>\$ 476,591.50</b>		<b>\$ 484,821.00</b>
<b>ALTERNATE</b>													
510-F	INSTALL EXISTING SHO	4	EA.	\$ 5,000.00	\$ 20,000.00	\$ 6,887.75	\$ 27,551.00	\$ 5,933.00	\$ 23,732.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00
<b>Total of All Unit Price Bid Items + Alternate Items</b>					<b>\$ 504,821.00</b>		<b>\$ 493,182.50</b>		<b>\$ 500,753.00</b>		<b>\$ 496,591.50</b>		<b>\$ 500,753.00</b>

(\*) Engineer's Corrected Figures  
(\*\*) Contractor Used for correct Bid Form

Signature of David Ball, P.E.  
DAVID BALL  
16548  
STATE OF MISSISSIPPI  
ENGINEER



CITY OF LONG BEACH  
ROSALIE DRIVE DRAINAGE IMPROVEMENTS  
Bid Date: TUESDAY, APRIL 7, 2026 @ 9:30 AM

BIDDER		BEUTHERMAN SERVICE COMPANY, LLC	Fair & Construction, Inc	Southern-Central Construction LLC							
ADDRESS & City		2412 SMC	02626 MAC	2510 MAC							
Add/Remove Bid. 1 Acknowledgment		Yes	Yes	Yes							
Bid Amount		740	740	740							
PAV ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
100-A	UTILIZATION	1	L.S.	\$ 75,000.00	\$ 75,000.00	\$ 19,051.50	\$ 19,051.50	\$ 88,321.00	\$ 88,321.00		
110-A	12" PVC CULVERT	10	L.F.	\$ 100.00	\$ 1,000.00	\$ 29.41	\$ 294.10	\$ 91.75	\$ 917.50		
110-B	18" RCP CULVERT	800	L.F.	\$ 180.00	\$ 144,000.00	\$ 165.81	\$ 132,648.00	\$ 177.50	\$ 142,000.00		
110-C	18" RCP CULVERT	140	L.F.	\$ 22.00	\$ 3,080.00	\$ 218.97	\$ 30,655.80	\$ 188.46	\$ 26,384.40		
110-D	SKETCH BARS, RECTANGULAR TYPE	4	EA.	\$ 5,500.00	\$ 22,000.00	\$ 12,000.00	\$ 48,000.00	\$ 48,275.00	\$ 192,100.00		
120-B	JUNCTION BOX	1	EA.	\$ 4,500.00	\$ 4,500.00	\$ 19,029.50	\$ 19,029.50	\$ 15,500.00	\$ 15,500.00		
120-C	SMOOTHED CONCRETE HEADWALL	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 19,029.50	\$ 19,029.50	\$ 14,175.00	\$ 14,175.00		
500-A	Pipe Bedding / Pipe Foundation Material	300	C.Y.	\$ 150.00	\$ 45,000.00	\$ 11.76	\$ 3,528.00	\$ 118.25	\$ 35,475.00		
500-B	SELECT SAND BACKFILL	900	C.Y.	\$ 23.00	\$ 20,700.00	\$ 24.14	\$ 21,726.00	\$ 27.60	\$ 24,840.00		
500-C	GEOTEXTILE FABRIC	400	S.Y.	\$ 8.00	\$ 3,200.00	\$ 4.25	\$ 1,700.00	\$ 5.75	\$ 2,300.00		
500-D	CLEANING AND GRUBBING	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 11,150.00	\$ 11,150.00	\$ 48,850.00	\$ 48,850.00		
510-A	UNDESIGNATED SITE WORK	1	L.S.	\$ 5,500.00	\$ 5,500.00	\$ 9,518.75	\$ 9,518.75	\$ 5,750.00	\$ 5,750.00		
510-B	VEGETATIVE COVER	1700	S.Y.	\$ 10.00	\$ 17,000.00	\$ 8.18	\$ 13,906.00	\$ 1.15	\$ 1,957.50		
510-C	SOLID SOIL	100	S.Y.	\$ 10.00	\$ 1,000.00	\$ 8.18	\$ 818.00	\$ 7.78	\$ 778.00		
510-D	EROSION RESTORATION	800	L.F.	\$ 20.00	\$ 16,000.00	\$ 118.40	\$ 94,720.00	\$ 60.50	\$ 48,400.00		
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 10,500.00	\$ 10,500.00	\$ 4,812.50	\$ 4,812.50	\$ 8,812.00	\$ 8,812.00		
530-A	STORMWATER MANAGEMENT	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 3,717.25	\$ 3,717.25	\$ 3,750.00	\$ 3,750.00		
<b>Total of All Unit Price Bid Items</b>					<b>\$ 484,821.00</b>		<b>\$ 476,591.50</b>		<b>\$ 484,821.00</b>		<b>\$ 476,591.50</b>
<b>ALTERNATE</b>											
510-F	INSTALL EXISTING SHO	4	EA.	\$ 5,000.00	\$ 20,000.00	\$ 6,887.75	\$ 27,551.00	\$ 5,933.00	\$ 23,732.00		
<b>Total of All Unit Price Bid Items + Alternate Items</b>					<b>\$ 504,821.00</b>		<b>\$ 493,182.50</b>		<b>\$ 500,753.00</b>		<b>\$ 496,591.50</b>

(\*) Engineer's Corrected Figures  
(\*\*) Contractor Used for correct Bid Form

# Minutes of April 21, 2026 Mayor and Board of Aldermen



CITY OF LONG BEACH  
LATA PUMP STATION IMPROVEMENTS  
BID DATE: THURSDAY, APRIL 7, 2026 @ 10:30 AM

BIDDER		Southern Colonial Construction, LLC		SCL, LLC		RR Contractors		Edge Utilities, Inc.		Mark Civil & Underground, LLC	
MISDC License No.		25538-MC		26132-MC		21888-MC		25895-MC		26365-MC	
Addendum No. 1 Acknowledgment		Yes		Yes		Yes		Yes		Yes	
Addendum No. 2 Acknowledgment		Yes		Yes		Yes		Yes		Yes	
Bid Bond		Yes		Yes		Yes		Yes		Yes	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20-A	MOBILIZATION	1	L.S.	\$ 21,000.00	\$ 21,000.00	\$ 15,916.20	\$ 15,916.20	\$ 15,000.00	\$ 15,000.00	\$ 13,400.00	\$ 13,400.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	40	L.F.	\$ 88.14	\$ 3,525.60	\$ 88.80	\$ 3,552.00	\$ 70.00	\$ 2,800.00	\$ 95.00	\$ 3,800.00
200-B	DUCTILE IRON FITTINGS	1	TON	\$ 10,176.00	\$ 10,176.00	\$ 7,714.20	\$ 7,714.20	\$ 10,500.00	\$ 10,500.00	\$ 2,000.00	\$ 2,000.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$ 1,560.00	\$ 1,560.00	\$ 500.00	\$ 500.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 12,918.10	\$ 12,918.10	\$ 19,500.00	\$ 19,500.00	\$ 9,500.00	\$ 9,500.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$ 13,641.80	\$ 13,641.80	\$ 47,811.40	\$ 47,811.40	\$ 13,500.00	\$ 13,500.00	\$ 31,000.00	\$ 31,000.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$ 81,753.30	\$ 81,753.30	\$ 71,200.10	\$ 71,200.10	\$ 70,000.00	\$ 70,000.00	\$ 95,000.00	\$ 95,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$ 1,200.00	\$ 1,200.00	\$ 3,820.00	\$ 3,820.00	\$ 5,500.00	\$ 5,500.00	\$ 11,500.00	\$ 11,500.00
210-E	SEMI CONCRETE SURFACE	20	S.F.	\$ 100.00	\$ 2,000.00	\$ 94.00	\$ 1,880.00	\$ 90.00	\$ 1,800.00	\$ 30.00	\$ 600.00
220-A	CATCH BASIN INTERIOR REPAIR/PAINT	1	EA.	\$ 600.00	\$ 600.00	\$ 150.00	\$ 150.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
230-B	REFLECT CATCH BASIN TOP, 18" X 18" TYP, WITH CASTING	1	EA.	\$ 2,000.00	\$ 2,000.00	\$ 4,692.00	\$ 4,692.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
300-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$ 123.60	\$ 1,236.00	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 145.00	\$ 1,450.00
300-B	SELECT SANDY BACKFILL	10	C.Y.	\$ 18.00	\$ 180.00	\$ 15.00	\$ 150.00	\$ 70.00	\$ 700.00	\$ 60.00	\$ 600.00
300-C	GEOTEXTILE FABRIC	10	S.Y.	\$ 4.27	\$ 42.70	\$ 11.00	\$ 110.00	\$ 15.00	\$ 150.00	\$ 100.00	\$ 1,000.00
310-A	MISCELLANEOUS SITE WORK	1	L.S.	\$ 600.00	\$ 600.00	\$ 2,815.00	\$ 2,815.00	\$ 4,000.00	\$ 4,000.00	\$ 5,750.00	\$ 5,750.00
320-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 1,800.00	\$ 1,800.00	\$ 435.00	\$ 435.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00
330-A	HYDROPOWER MANAGEMENT	1	L.S.	\$ 600.00	\$ 600.00	\$ 484.00	\$ 484.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
<b>TOTAL OF ALL UNIT PRICE BID ITEMS</b>				<b>\$ 154,885.76</b>	<b>\$ 154,885.76</b>	<b>\$ 174,427.20</b>	<b>\$ 174,427.20</b>	<b>\$ 184,050.00</b>	<b>\$ 184,050.00</b>	<b>\$ 201,000.00</b>	<b>\$ 201,000.00</b>

(\* - Engineer's Corrected Figures)



CITY OF LONG BEACH  
PARKWOOD PUMP STATION IMPROVEMENTS  
BID DATE: TUESDAY, APRIL 7, 2026 @ 11:00 AM

BIDDER		Southern Colonial Construction, LLC		SCL, LLC		RR Contractors		Edge Utilities, Inc.		Mark Civil & Underground, LLC	
MISDC License No.		25538-MC		26132-MC		21888-MC		25895-MC		26424-MC	
Addendum No. 1 Acknowledgment		Yes		Yes		Yes		Yes		Yes	
Addendum No. 2 Acknowledgment		Yes		Yes		Yes		Yes		Yes	
Bid Bond		Yes		Yes		Yes		Yes		Yes	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20-A	MOBILIZATION	1	L.S.	\$ 25,200.00	\$ 25,200.00	\$ 18,199.10	\$ 18,199.10	\$ 19,000.00	\$ 19,000.00	\$ 20,000.00	\$ 20,000.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	80	L.F.	\$ 88.14	\$ 7,051.20	\$ 88.80	\$ 7,104.00	\$ 70.00	\$ 5,600.00	\$ 95.00	\$ 7,600.00
200-B	DUCTILE IRON FITTINGS	1	TON	\$ 10,176.00	\$ 10,176.00	\$ 7,714.20	\$ 7,714.20	\$ 10,500.00	\$ 10,500.00	\$ 2,000.00	\$ 2,000.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$ 1,560.00	\$ 1,560.00	\$ 500.00	\$ 500.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$ 12,193.01	\$ 12,193.01	\$ 13,287.90	\$ 13,287.90	\$ 29,000.00	\$ 29,000.00	\$ 11,500.00	\$ 11,500.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$ 13,811.80	\$ 13,811.80	\$ 49,735.20	\$ 49,735.20	\$ 14,500.00	\$ 14,500.00	\$ 31,000.00	\$ 31,000.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$ 84,077.10	\$ 84,077.10	\$ 59,810.40	\$ 59,810.40	\$ 87,500.00	\$ 87,500.00	\$ 104,500.00	\$ 104,500.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$ 1,200.00	\$ 1,200.00	\$ 3,140.50	\$ 3,140.50	\$ 8,000.00	\$ 8,000.00	\$ 11,500.00	\$ 11,500.00
210-E	SEMI CONCRETE SURFACE	20	S.F.	\$ 150.00	\$ 3,000.00	\$ 99.50	\$ 1,990.00	\$ 100.00	\$ 2,000.00	\$ 34.00	\$ 680.00
300-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$ 113.60	\$ 1,136.00	\$ 130.00	\$ 1,300.00	\$ 100.00	\$ 1,000.00	\$ 145.00	\$ 1,450.00
300-B	SELECT SANDY BACKFILL	10	C.Y.	\$ 18.00	\$ 180.00	\$ 15.00	\$ 150.00	\$ 70.00	\$ 700.00	\$ 60.00	\$ 600.00
300-C	GEOTEXTILE FABRIC	10	S.Y.	\$ 4.27	\$ 42.70	\$ 11.00	\$ 110.00	\$ 15.00	\$ 150.00	\$ 100.00	\$ 1,000.00
310-A	MISCELLANEOUS SITE WORK	1	L.S.	\$ 600.00	\$ 600.00	\$ 2,815.00	\$ 2,815.00	\$ 4,000.00	\$ 4,000.00	\$ 5,750.00	\$ 5,750.00
320-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 1,800.00	\$ 1,800.00	\$ 435.00	\$ 435.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00
330-A	HYDROPOWER MANAGEMENT	1	L.S.	\$ 600.00	\$ 600.00	\$ 484.00	\$ 484.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
<b>TOTAL OF ALL UNIT PRICE BID ITEMS</b>				<b>\$ 158,968.21</b>	<b>\$ 158,968.21</b>	<b>\$ 180,300.00</b>	<b>\$ 180,300.00</b>	<b>\$ 207,150.00</b>	<b>\$ 207,150.00</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>

(\* - Engineer's Corrected Figures)



CITY OF LONG BEACH  
DAUGHTERY APARTMENTS PUMP STATION IMPROVEMENTS  
BID DATE: TUESDAY, APRIL 7, 2026 @ 11:30 AM

BIDDER		Southern Colonial Construction, LLC		SCL, LLC		Mark Civil & Underground, LLC		RR Contractors		Edge Utilities, Inc.	
MISDC License No.		25538-MC		26132-MC		26424-MC		21888-MC		25895-MC	
Addendum No. 1 Acknowledgment		Yes		Yes		Yes		Yes		Yes	
Addendum No. 2 Acknowledgment		Yes		Yes		Yes		Yes		Yes	
Bid Bond		Yes		Yes		Yes		Yes		Yes	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20-A	MOBILIZATION	1	L.S.	\$ 24,900.00	\$ 24,900.00	\$ 15,484.90	\$ 15,484.90	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	80	L.F.	\$ 88.14	\$ 7,051.20	\$ 88.80	\$ 7,104.00	\$ 70.00	\$ 5,600.00	\$ 95.00	\$ 7,600.00
200-B	DUCTILE IRON FITTINGS	1	TON	\$ 10,176.00	\$ 10,176.00	\$ 7,714.20	\$ 7,714.20	\$ 10,500.00	\$ 10,500.00	\$ 2,000.00	\$ 2,000.00
200-C	LOCATE & CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$ 1,560.00	\$ 1,560.00	\$ 500.00	\$ 500.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$ 10,180.00	\$ 10,180.00	\$ 13,218.60	\$ 13,218.60	\$ 29,000.00	\$ 29,000.00	\$ 12,000.00	\$ 12,000.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$ 11,341.80	\$ 11,341.80	\$ 47,398.40	\$ 47,398.40	\$ 69,000.00	\$ 69,000.00	\$ 15,000.00	\$ 15,000.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$ 82,187.90	\$ 82,187.90	\$ 70,718.40	\$ 70,718.40	\$ 50,000.00	\$ 50,000.00	\$ 78,000.00	\$ 78,000.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$ 1,200.00	\$ 1,200.00	\$ 3,184.90	\$ 3,184.90	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00
210-E	SEMI CONCRETE SURFACE	20	S.F.	\$ 100.00	\$ 2,000.00	\$ 94.00	\$ 1,880.00	\$ 90.00	\$ 1,800.00	\$ 30.00	\$ 600.00
300-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$ 173.60	\$ 1,736.00	\$ 190.00	\$ 1,900.00	\$ 20.00	\$ 200.00	\$ 100.00	\$ 1,000.00
300-B	SELECT SANDY BACKFILL	10	C.Y.	\$ 18.00	\$ 180.00	\$ 15.00	\$ 150.00	\$ 70.00	\$ 700.00	\$ 60.00	\$ 600.00
300-C	GEOTEXTILE FABRIC	10	S.Y.	\$ 4.27	\$ 42.70	\$ 11.00	\$ 110.00	\$ 15.00	\$ 150.00	\$ 100.00	\$ 1,000.00
310-A	MISCELLANEOUS SITE WORK	1	L.S.	\$ 600.00	\$ 600.00	\$ 2,779.00	\$ 2,779.00	\$ 4,000.00	\$ 4,000.00	\$ 5,750.00	\$ 5,750.00
320-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$ 1,800.00	\$ 1,800.00	\$ 435.00	\$ 435.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00
330-A	HYDROPOWER MANAGEMENT	1	L.S.	\$ 600.00	\$ 600.00	\$ 484.00	\$ 484.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
<b>TOTAL OF ALL UNIT PRICE BID ITEMS</b>				<b>\$ 154,105.00</b>	<b>\$ 154,105.00</b>	<b>\$ 170,151.20</b>	<b>\$ 170,151.20</b>	<b>\$ 190,275.00</b>	<b>\$ 190,275.00</b>	<b>\$ 188,050.00</b>	<b>\$ 188,050.00</b>

(\* - Engineer's Corrected Figures)



**Minutes of April 21, 2026  
Mayor and Board of Aldermen**

Alderman McCaffrey made motion, seconded by Alderman McGoey, and unanimously carried to approve the following budget amendment submitted by Director of Parks and Recreation, Ryan Ladner, for the air condition coil repair:

April 14, 2026

To: Mayor Pierce  
Board of Aldermen

From: Ryan Ladner

Re: Budget Amendment

I am respectfully requesting the following to be placed into the 2025-2026 Parks and Recreation budget.

38976.00 into Building Maintenance

The 38976.00 was approved by the Mayor and Board of Aldermen for air condition coil repair.

Thank you for your consideration.



Ryan Ladner

Director Parks and Recreation

\*\*\*\*\*

Community Affairs Director, Courtney Welch, reported that Kenny Triplett will not be at the next meeting to live stream on Tuesday, May 5, 2026, due to the Long Beach High School Senior Night. After much discussion, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to reschedule the next meeting if no quorum was available on Tuesday, May 5, 2026 to conduct the business required of the Mayor and Board, that the meeting then be recessed until Thursday, May 7, 2026 at 5:00 pm in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue.

\*\*\*\*\*

No Derelict Properties at this time.

\*\*\*\*\*

City Attorney, Steven Simpson, apprised the Mayor and Board of some settlements in the mass opioid litigation; Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the settlements of a few defendants in the mass opioid litigation.

**Minutes of April 21, 2026  
Mayor and Board of Aldermen**

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

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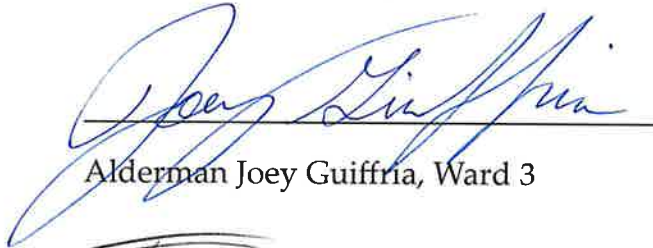
APPROVED:



Alderman Donald Frazer, At-Large

\_\_\_\_\_  
Alderman Patrick Bennett, Ward 1

\_\_\_\_\_  
Alderman Jesse Allen, Ward 2



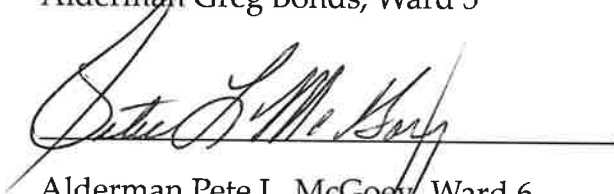
Alderman Joey Guiffria, Ward 3



Alderman Timothy McCaffrey, Jr., Ward 4



Alderman Greg Bonds, Ward 5

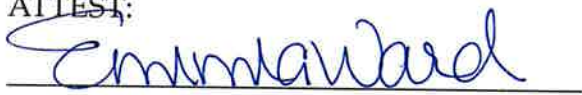


Alderman Pete L. McGoey, Ward 6

5-7-26

Date

ATTEST:



Emma Ward, City Clerk

CITY OF LONG BEACH, MISSISSIPPI  
MAYOR AND BOARD OF ALDERMEN  
MINUTES OF CLOSED AND EXECUTIVE SESSION  
April 21, 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, 21st 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, 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.

Absent: Aldermen Donald Frazer

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 21, 2026, meet in executive session for the transaction of public business, to-wit: discussion regarding annexation litigation and potential "white paper" design.

\*\*\*\*\*

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

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**260** CITY OF LONG BEACH, MISSISSIPPI  
MAYOR AND BOARD OF ALDERMEN  
MINUTES OF CLOSED AND EXECUTIVE SESSION  
April 21, 2026

APPROVED:



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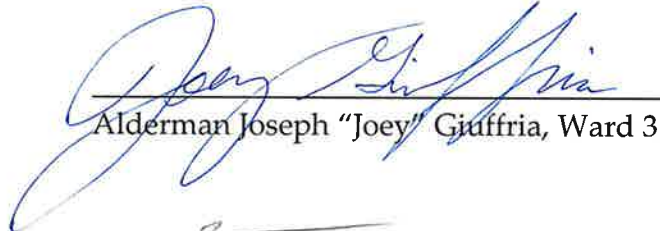
Alderman Donald Frazer, At-Large

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Alderman Patrick Bennett, Ward 1

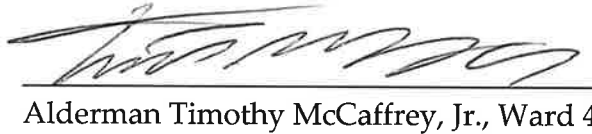
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Alderman Jesse Allen, Ward 2



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Alderman Joseph "Joey" Giuffria, Ward 3



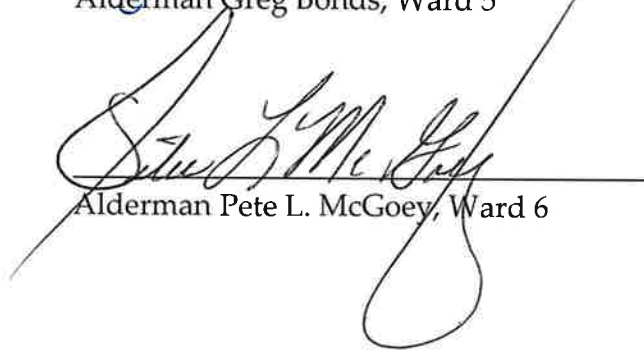
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Alderman Timothy McCaffrey, Jr., Ward 4



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Alderman Greg Bonds, Ward 5



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Alderman Pete L. McGoey, Ward 6

5-7-26

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Date

ATTEST:



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Emma Ward, City Clerk