

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

MUNICIPAL DOCKET  
 REGULAR MEETING OF JANUARY 20, 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. 108 North Ida Lane - assessed to Gerald J. Montefusco
- V.** PUBLIC COMMENTS
- VI.** ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII.** AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII.** APPROVE MINUTES:
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. January 6, 2026 - Regular and Executive Session
  - 2. PLANNING COMMISSION
    - a. January 6, 2026 - Regular
- IX.** APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 012026
- X.** UNFINISHED BUSINESS
- XI.** NEW BUSINESS
  - 1. City Ordinance Code - Dumpster Enclosure; Luke Wayne
  - 2. Planning and Development Commission - Resignation
  - 3. Appoint - School Board Trustee
  - 4. Discussion - Speed limit Castine Point; Alderman McGahey
  - 5. Discussion - Youth League Compliance; Alderman McGahey
  - 6. Appoint - Planning and Development Commission; Alderman Bonds
  - 7. Appoint - Planning and Development Commission; Mayor Pierce
  - 8. Request Update - Library Board; Alderman McCaffrey
  - 9. Discussion - Harrison County Library; Alderman Bennett
  - 10. Donation - Long Beach Police Department; Alan Weatherford
- XII.** DEPARTMENTAL BUSINESS
  - 1. MAYOR'S OFFICE
    - a. Presentation
  - 2. PERSONNEL
    - a. Police Department - New Hire (1); Step Increase (6); Resignation (2)
    - b. Fire Department - Re-Hire (1); Emergency Hire (1); Resignation (1)
    - c. Parks and Recreation - Step Increase (6)
  - 3. CITY CLERK
  - 4. FIRE DEPARTMENT
    - a. Budget Amendment
  - 5. POLICE DEPARTMENT
    - a. Budget Amendment
  - 6. ENGINEERING
    - a. Master Service Agreement - Amendment 2026-1
    - b. LB Cybersecurity Grant Program
    - c. MCWI Reimbursements - Corrective Action
    - d. Park Row Drainage Improvements (2025)
    - e. Project Closeout - Magnolia & Dearman Drainage Improvements
    - f. LB Harbor - West Jetty Hardening
    - g. Project Closeout - 3rd Street Sidewalk Extension
  - 7. PUBLIC WORKS
  - 8. RECREATION
  - 9. BUILDING OFFICE
  - 10. HARBOR
  - 11. COMMUNITY AFFAIRS
  - 12. DERELICT PROPERTIES
- XIII.** REPORT FROM CITY ATTORNEY
- XIV.** ADJOURN (OR) RECESS

Be it remembered that one public hearings of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in January, 2026, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

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The first public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located at 108 North Ida Lane, Long Beach, MS, and assessed to Gerald J. Montefusco is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor stated that the property located at 108 North Ida Lane had been brought into compliance and that item should be removed from the agenda. Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to remove item from the agenda.

\*\*\*\*\*

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in January, 2026, and the same being the time, date, and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

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

\*\*\*\*\*

There were no announcements, presentations, or proclamations at this time.

\*\*\*\*\*

There were no amendments to the Municipal Docket.

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Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Regular and Executive Session Minutes of the Mayor and Board of Aldermen dated January 6, 2026, as submitted.

\*\*\*\*\*

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the Regular Minutes of the Planning and Development Commission dated January 8, 2026, as submitted.

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Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve payment of invoices listed on Docket of Claims number 012026, as submitted.

\*\*\*\*\*

There came on for discussion, at the request of Luke Wayne, to allow the dumpster located at 100 North Jeff Davis Avenue, in front of the QuarterDeck Bar to remain in its current location. After considerable discussion, Alderman Frazer made motion, seconded by Alderman McGahey to grant a variance to allow the dumpster to remain in its current location.

\* \* \*

The discussion continued with Mayor Pierce stating that he did not agree with the dumpster staying in the City's easement. Mr. Wayne stated that the dumpster has been in the same location for 20 years and it is used by three different businesses.

\* \* \*

Alderman Frazer called for the vote, where Mayor Pierce stated that the discussion was not complete.

\* \* \*

Alderman Giuffria asked to continue to the discussion and stated that he ran for the position to uphold the laws and ordinances of the city and that he has asked businesses in Ward 3 to comply with the ordinance and have the dumpsters behind an enclosure.

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\* \* \*

Alderman McCaffrey stated that we should look at each business independently.

\* \* \*

Alderman Bonds asked if the dumpster in question could be enclosed. Mr. Wayne stated that it has three sides covered. Alderman Frazer asked if the side facing Jeff Davis was enclosed and Mr. Wayne stated that it was covered by lattice.

\* \* \*

After considerable discussion, Alderman Frazer called for vote and the question being put to a roll call vote by the Mayor. The results are as follows:

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

The question having received the AFFIRMATIVE vote of the Alderman present and voting, the motion CARRIED.

\* \* \* \* \*

Alderman Frazer made motion, seconded by Alderman Bonds, and unanimously carried to accept the following resignation letter from Planning and Development Commission Member, Ryan McMahon:

**Emma Ward**

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**From:** Tina Dahl  
**Sent:** Tuesday, January 13, 2026 10:07 AM  
**To:** Emma Ward  
**Subject:** FW: Ward 5 Planning Commission resignation

Emma, please add this to the next agenda. Thanks, Tina

**From:** Ryan McMahon <Ryan.McMahon@puckettpower.com>  
**Sent:** Tuesday, January 13, 2026 10:02 AM  
**To:** Tina Dahl <tdahl@longbeachcms.gov>  
**Cc:** Greg Bonds <gbonds@longbeachcms.gov>  
**Subject:** Ward 5 Planning Commission resignation

Dear Mayor Pierce and Board of Aldermen,

Please accept this letter as formal notice of my resignation from the Planning Commission, effective 01/13/2026.

It has been an honor to serve the community in this role. I am grateful for the opportunity to work alongside fellow commissioners, staff, and community members in support of thoughtful planning and development. The experience has been both valuable and rewarding.

Thank you for your professionalism and collaboration during my time on the commission. I wish the commission continued success in its work.

Ryan McMahon

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Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to appoint Sandi Sawyer Dulaney as School Board of Trustees for term beginning March 2026 through March 2031.

\*\*\*\*\*

It came on for discussion at the request of Alderman McGoey the speed limit in Castine Point Subdivision. Alderman McGoey made motion, seconded by Alderman Allen, to reduce speed limit to 20 miles per hour in subdivision. After some discussion Alderman Frazer recognized Alan Weatherford who discussed having the City inquire with Metro Planning at Gulf Regional about a possible traffic study.

\* \* \*

After considerable discussion, Alderman McGoey amended his motion, seconded by Alderman Frazer, and unanimously carried to bring Castine Point Subdivision to the attention of the commission and request a traffic study for said subdivision.

\*\*\*\*\*

It came on for discussion at the request of Alderman McGoey Youth League Compliance Policy for coaches and field/gym personnel. After considerable discussion, Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to have the following posted at the entrance to all facilities:

Parents,

For the safety of your children, City policy requires that coaches and field/ gym personnel display an identifier at all times while involved with all league activities to include practices and games. **We highly encourage any and all instances of non-compliance be reported to a league administrator or to the recreation director immediately.** Failure to comply with this requirement is unacceptable and will result in the immediate removal from the ongoing activity without exception.

Mayor and Board of Aldermen

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Alderman Bonds made motion, seconded by Alderman Frazer, and unanimously carried to appoint Joey King to the Planning and Development Commission for a term expiring July 2029.

\*\*\*\*\*

Alderman Giuffria made motion, seconded by Alderman Allen, and unanimously carried to appoint Tim Dulaney to the Planning and Development Commission for a term expiring July 2029.

\*\*\*\*\*

There came on for discussion an update on the requests made by the Library Board at a previous meeting. After considerable discussion, there was no action taken or needed at this time.

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There came on for consideration the proposal from Harrison County Library Director Sarah Ruskey. After considerable discussion, Alderman Bennett made motion, seconded by Alderman McGoey, and unanimously carried to begin the process with the county and give access to Harrison County Library System to gather the numbers and present to the Mayor and Board of Aldermen with completed.

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Alderman Frazer made motion, seconded by Alderman Bonds, and unanimously carried to accept donation of the McGruff Crime Dog mascot costume, valued at \$2,500, from Alan Weatherford to Long Beach Police Department.

\*\*\*\*\*

Mayor Pierce asked that the presentation under his heading be removed at this time.

\*\*\*\*\*

Based on the recommendation of Civil Service and Department Head Chief William Seal, Alderman Frazer made motion, seconded by Alderman McGoey, and unanimously carried to approve personnel changes as follows:

- New Hire: Animal Control Officer Kelly Mears; PS-6-VI; effective 01/16/26.
- Step Increase: Officer Michael Biegel; PS-9-I; effective 01/16/26.
- Step Increase: Dispatcher Danielle Zeigler; PS-3-IV; effective 02/01/26.

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- Step Increase: Officer Emillio Edmonds; PS-9-III; effective 02/01/26.
- Step Increase: Officer David Butler; PS-9-VIII; effective 02/16/26.
- Step Increase: Sergeant Scott Grady; PS-11-VIII; effective 02/16/26.
- Step Increase: Sergeant Jeremy Bammert; PS-11-X; effective 02/16/26.
- Resignation: Officer Will Zacharias; PS-9-VI; effective 12/31/25.
- Resignation: Officer Brandon Singletary; PS-9-I; effective 01/09/26.

\*\*\*\*\*

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

- Re-Hire: Driver/Operator Johnathan Malley; FS-10-IX; effective 02/01/26.
- Emergency Hire: Driver/Operator Michael Scheid; FS-10-I; effective 01/16/26.
- Resignation: Firefighter Michael Paul: FS-9-VI; effective 01/07/26.

\*\*\*\*\*

Based on the recommendation of Department Head, Director of Parks and Recreation Ryan Ladner, Alderman Giuffria made motion, seconded by Alderman Bonds, and unanimously carried to approve personnel changes as follows:

- Step Increase: Laborer Brent Vance: CSH-3-IX; effective 12/01/25.
- Step Increase: Laborer Carter Runyon: CSH-3-IX; effective 01/01/26.
- Step Increase: Laborer Joseph B. Angellio: CSH-3-IX; effective 01/01/26.
- Step Increase: Laborer Sebastien Claveau: CSH-3-XII; effective 02/01/26.
- Step Increase: Laborer Donna Hudson: CSA-4-VII; effective 02/01/26.
- Step Increase: Laborer Deborah Necaise: CSU-5-VIII; effective 02/01/26.

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There were no Departmental Reports from the following Department Heads:

- City Clerk
- Fire Department
- Public Works
- Recreation
- Building Department
- Community Affairs
- Harbor

\*\*\*\*\*

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



January 7, 2026

**To:** Mayor Pierce  
 Board of Alderman  
**From:** Chief Seal  
**Re:** Budget Amendment

I am respectfully requesting that the attached \$415.00 check from the Mississippi Association of School Resource Officers (MASRO) be placed into the Police Department 2025-2026 budget as follows:

\$415.00 into Training (622300)

MASRO is issuing a refund of the 2024 MASRO Conference registration fee for School Resource Officer (SRO) Nate Stirrat. These funds are being refunded by MASRO because the Long Beach School District was a FY2025 MCOPS recipient for SRO Stirrat.

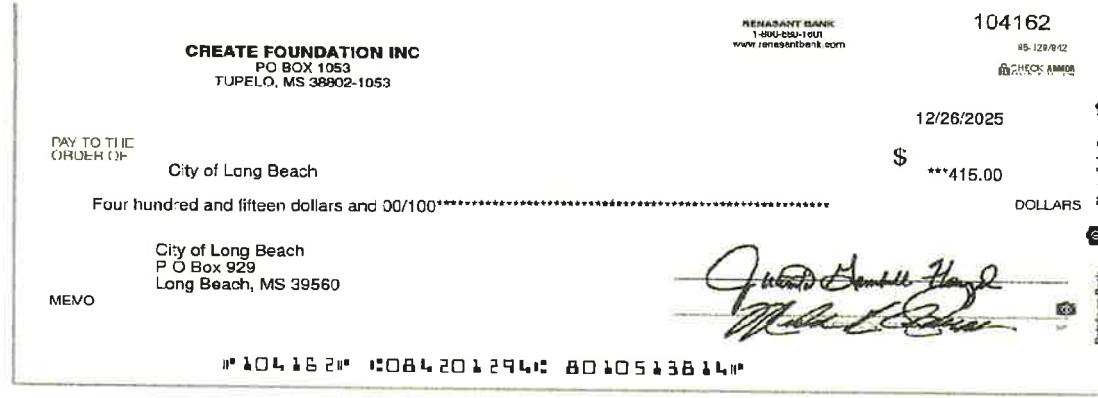
Thank you for your consideration.

William Seal  
 Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557



CREATE FOUNDATION INC  
 MASRO Special Project  
 FY2025 MCOPS Grant

12/26/2025 415.00

\*\*\*\*\*

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve

M.B. 111  
 01.20.26 Regular

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amendment 2026 -1 of the Master Service Agreement for General engineering services as follows and authorize Mayor to execute same:



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

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January 14, 2026

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

**RE: Amendment 2026-1  
Master Services Agreement – General Engineering Services**

Ladies and Gentlemen:

In order to provide the most flexibility to the City's attempts to gain reimbursement for the ARPA/MCWI grant funding, Overstreet & Assoc. (OA) offers the attached amendment to its Master Services Agreement (MSA) with the City for General Engineering Services.

This amendment clarifies that, in the event any future contracts, work authorizations, or work orders issued under the Master Services Agreement are funded in whole or in part by ARPA/MCWI grant funds, the two required attachments will be incorporated into those documents. At this time, no such contracts are anticipated; this provision is intended solely to ensure compliance and flexibility should ARPA/MCWI funding apply in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Ball'. Below the signature, the text 'David Ball, P.E.' is printed.

DB:539  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

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**AMENDMENT 2026-1 TO MASTER SERVICES AGREEMENT BETWEEN**  
**CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.**  
**FOR GENERAL ENGINEERING SERVICES**

It is agreed to modify the contract terms Professional Services for the referenced project in consideration of the below and in accordance with the provisions contained in the Master Services Agreement dated November 4, 2025:

**A. CONTRACT TERMS & SCOPE**

1. The ARPA/MCWI grant funding process requires the City's contract for all associated projects and services to contain the following terms & conditions and clauses:
  - a. Attachment C
  - b. Byrd Anti-Lobbying Amendment
2. The above terms and conditions and clauses are hereby incorporated into this contract with the same force and effect as if originally included therein.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By:   
 Timothy I. Pierce  
 Mayor

Date Signed: 1/14/2026

ENGINEER:

OVERSTREET & ASSOCIATES, PLLC.

By:   
 Jason Overstreet, P.E.  
 President  
 MS PE #18601

Date Signed: 1/14/2026

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**ATTACHMENT C**  
**SUBAWARD TERMS AND CONDITIONS**  
**FOR CONTRACTED PARTIES**

**1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

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

**2. DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

**3. INDEMNIFICATION**

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

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

#### 4. RELATIONSHIP STATUS

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

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

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

#### 5. ACCESS TO RECORDS

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

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

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

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

#### 6. RECORD RETENTION AND RIGHT TO AUDIT

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

#### 7. RIGHT TO INSPECT WORK; SITE ACCESS

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

#### 8. CONFLICT OF INTEREST

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

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

**9. COOPERATION AND EVALUATION**

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

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

**BYRD ANTI-LOBBYING AMENDMENT**

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

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING –  
REQUIRED FOR CONTRACTS OVER \$100,000**  
 Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

  
 Signature of Contractor's Authorized Official

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

01/14/2026  
 Date

\* \* \* \* \*

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**Mayor and Board of Aldermen**

Based on the recommendation of City Engineer David Ball, Alderman Bennett, made motion seconded by Alderman Frazer and unanimously carried to authorize advertisement for LB Cybersecurity Grant Program as follows:



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

[overstreeteng.com](http://overstreeteng.com)  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

January 14, 2026

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

**RE: LB Cybersecurity Grant Program**

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project based on the grant award documents and supporting information provided by Courtney Cuevas and are ready to request competitive bids for the construction of the project.

We've attached a copy of the proposed Adverlisement & Contract Documents for your review and approval. We believe the contract time to complete this work is fairly tight (based on necessary timing to received bids, award a contract, and to order the project equipment and install it). To that end, we've set up the contract to be completed no later than mid-July with all punchlist items to be completed by mid-August, and have provided for a substantial amount in liquidated damages for failure to complete the work within the allowable time. We believe this will allow the City sufficient time to file all final reports and supporting information back to FEMA for grant closeout & reimbursement. If you find the proposed bid documents acceptable, we recommend the following advertising schedule:

Authorize Advertisement:	January 20, 2026
First Advertisement:	January 23, 2026
Second Advertisement:	January 30, 2026
Receive Bids:	February 24, 2026

If the above bid schedule is acceptable, we hope to have a Bid Tabulation and Recommendation of Award at the March 3, 2026 meeting.

Sincerely,  
  
 David Ball, P.E.

DB:1400  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1400\20260114 1400 Bid Schedule.docx

Page 1/1

# Minutes of January 20, 2026

## Mayor and Board of Aldermen

### ADVERTISEMENT FOR BIDS

City of Long Beach, Mississippi

The City of Long Beach, Mississippi, will receive quotes for:

#### LONG BEACH – CYBERSECURITY GRANT PROGRAM

at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to 10:00 A.M., Tuesday, February 24, 2026. Following the designated time to submit, Bids will then be publicly opened and read aloud.

Bids are invited for all materials, labor, tools, and services necessary to install the LONG BEACH – CYBERSECURITY GRANT PROGRAM per the information depicted in the Request for Quotes and Contract Specifications. The project generally consists of the installation & setup of 3 servers, 6 network switches, and all associated and miscellaneous equipment.

Contract Documents are on file for viewing at the Office of City Clerk, at City Hall, Long Beach, Mississippi. Official bid documents can be downloaded from and electronic bids may be submitted at the City's digital planroom at [www.longbeachmsbids.com](http://www.longbeachmsbids.com). If any, addendums will be released at the City's digital planroom. For information regarding website registration, log-in and purchase of bid documents, or the electronic bidding process, please contact Plan House at (228) 248-0181.

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed forty-five (45) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Done by order of the Mayor and Board of Aldermen, January 20, 2026.

City of Long Beach, Mississippi

By S/EMMA WARD

Title CITY CLERK

Publish: January 23, 2026 and January 30, 2026

#### REQUEST FOR QUOTES

##### "LONG BEACH – CYBERSECURITY GRANT PROGRAM"

MAYOR AND BOARD OF ALDERMEN  
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, we \_\_\_\_\_ (Name of Company) residing at \_\_\_\_\_ (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to provide, install, and perform initial setup of all hardware & software necessary for the "Long Beach – Cybersecurity Grant Program", generally including 3 servers, 6 network switches, and all associated equipment. This work is located in several facilities within the City of Long Beach, as indicated in the Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be required to satisfactorily complete this work.

#### GENERAL REQUIREMENTS:

- 1) In order to be considered, all proposals should be returned in a sealed envelope to the office of the City Clerk at City Hall, 201 Jeff Davis Ave., Long Beach, MS, 39560 (or PO Box 929, Long Beach, MS 395560), or be submitted electronically at [www.longbeachmsbids.com](http://www.longbeachmsbids.com). Envelopes should be clearly marked "LONG BEACH – CYBERSECURITY GRANT PROGRAM", and must be labeled with the bidder's name.
- 2) If any, addendums to these Contract Documents will be published at the City's digital planroom. It is the Contractor's responsibility to review all addendums published there.
- 3) For purposes of this bid/quote, "Contractor" refers to the successful bidder who will provide and install the equipment along with the other services described herein. Other terms such as "vendor", "installer" should be interpreted to mean "Contractor", unless the meaning is clearly intended otherwise.
- 4) Owner intends to enter into a Contract with the Contractor providing the lowest and best quote for this project. The Contract documents shall consist of the advertisement, this RFQ package with associated specifications and requirements, and the successful Contractor's signed quote.
- 5) Contractor must furnish to the Owner proof of insurance for worker's compensation as required by statute, and for employer's liability, commercial general liability, automobile liability, and public liability insurance policies in the amount of not less than \$1,000,000 per policy, prior to commencement of the work. The City of Long Beach and Overstreet & Associates shall be named as additional insureds on all policies.
- 6) Failure of the contractor to commence work under the terms of this contract within 30 calendar days from the Owner's notification of award the issuance of a purchase order shall be justification for the cancellation of the contract without penalty to either party.
- 7) All work under this contract must be substantially completed by July 20, 2026, with all punchlist fully corrected by August 10, 2026. If contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of five thousand dollars (\$5000) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- 8) Payment for completed work will be made per the attached bid form after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. Partial payments will be

# Minutes of January 20, 2026

## Mayor and Board of Aldermen

allowed subject to Engineer's consideration and recommendation. If partial payments are requested, Contractor shall submit a schedule of values delineating the incremental value of the individual items of work in the entire scope which shall be used to determine the value of partial payment recommendations.

- 9) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final payment of the project by the City.
- 10) The price quoted shall include any and all applicable taxes or fees and costs, and shall be in full consideration of all expenses incurred in performing the work.
- 11) Contractor is required to perform all coordination to perform the work, subject to Engineer's approval.

### **PRODUCT & SERVICE REQUIREMENTS:**

- 1) All products (hardware, software, services, etc.) shall be provided as described or "as equal approved by the Engineer".
- 2) Scope of work
  - a) Background:
    - i) Owner currently has 3 separate server locations, much of which is old OS's and hardware. Needs to update hardware and upgrade software.
    - ii) Owner has no managed switches and is in need of managed switches for isolation of vulnerable systems.
  - b) Expected Outcome:
    - i) A virtual Host-Cluster will be setup onsite at City Hall. Current VMs will be migrated to new cluster and upgraded in-place (if supported).
    - ii) A SAN will be setup for redundant data storage of VM data.
    - iii) Files and applications will be migrated where needed and access will be verified with Owner.
    - iv) Managed switches will be installed.
  - c) Tasks for Completion:
    - i) Bench host(s) and SAN.
    - ii) Install server onsite and establish remote connectivity.
    - iii) Create new DC /w new domain and create domain users.
    - iv) Restore back-up of current servers to new cluster.
    - v) Upgrade-in-place the VMs that can be upgraded.
    - vi) Create VMs for applications that cannot be upgraded.
    - vii) Migrate apps/data w/ vendor assistance if needed.
    - viii) Bind computers to new domain and provision all user accounts.
    - ix) Decommission old server hardware.
    - x) Install switches at City Hall and move cabling.
    - xi) Install switch at Public Works (Kohler Ave.) and move cabling.
    - xii) Install switch at Senior Center (Daugherty Rd.) and move cabling.
    - xiii) Install switch at Central Fire Dept. (Klondyke Rd.) and move cabling.
    - xiv) Any other miscellaneous tasks which may be implied or inferred to result in a fully functional upgrade to the specified portions of the City's infrastructure.
  - d) Assumptions:
    - i) Owner will provide two NEMA L5-30P receptacles in the data center room for UPS plug-ins.
    - e) Contractor must coordinate with Owner's managed service provider or IT professional in order to complete this work and "hand-off" management of the system once completed.
- 3) Hardware

Page 2 of 5

- a) Servers
  - i) Two (2) Dell PowerEdge Servers
    - (1) 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11
    - (2) Dual Intel® Xeon® Gold 6442Y 2.6G, 24C/48T, 16GT/S, 60M Cache, Turbo, HT (225W) DDR5-4800
    - (3) (12) 16GB RDIMM, 5600MT/s, Single Rank
    - (4) 960GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD
    - (5) Dual, Hot-Plug, Power Supply Fault Tolerant Redundant (1+1), 1100W MM (100-240Vac) Titanium, NAF
    - (6) BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)
    - (7) Windows Server 2025 Standard, 16CORE, F1, No Med, No CAL, Multi Language
    - (8) (2) Windows Server 2025 Standard Edition, Add License, 16CORE, NO MEDIA/KEY
    - (9) 5-pack of Windows Server 2025/2022 User CALs (Standard or Datacenter)
    - (10)(2) 10-pack of Windows Server 2025/2022 User CALs (Standard or Datacenter)
    - (11) 50-pack of Windows Server 2025/2022 User CALs (Standard or Datacenter)
    - (12) 5 Year Warranty
    - (13) Minimum (4) Integrated 10Gb ethernet ports per server (separated evenly between two network interface cards)
  - ii) One (1) Dell PowerEdge Server
    - (1) 2.5" Chassis with up to 8 Hot Plug Hard Drives, Front PERC 11
    - (2) Intel® Xeon® 6 Performance 6369P 3.3G, 8C/16T, 24M Cache, Turbo, (95W) DDR5-4800
    - (3) (2) 16GB UDIMM, 5600MT/S ECC
    - (4) (3) 480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD
    - (5) Dual, (1+1) FTR, Hot-Plug PSU, 700W MM HLAC (200-240V ONLY, not for 100-120V outlet) Titanium
    - (6) BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)
    - (7) Windows Server 2025 Standard, 16CORE, F1, No Med, No CAL, Multi Language
    - (8) 5 Year Warranty
- b) Storage Array
  - i) One (1) Dell ME5024 Storage Array
    - (1) (10) 2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive
    - (2) 5 Year Warranty
    - (3) 2U form factor
    - (4) Dual redundant controllers required
    - (5) Controllers must support 10GbE connections (minimum of 4 ports per controller)
- c) Two (2) UPS - UPS 3000
  - i) 3000VA/2700 Sinewave Battery Backup Uninterruptible Power Supply (UPS) System
  - ii) Six NEMA 5-20R and ONE L5-30R Outlets
  - iii) Selectable Output: 100, 110, 115, 120, 125V - 50/60 Hz
  - iv) Input: NEMA L5-30P Input plug with 10 foot cord
  - v) EBM Option for up to ten optional Extended Battery Modules
  - vi) Extendable Multifunction LCD Panel to display UPS statuses and customizable operating settings
  - vii) Fast Charge Ability
  - viii) Optional SNMP/HTTP remote monitoring available with the RMCARD205
  - ix) 3 year warranty
  - x) \$400,000 Connected Equipment Guarantee and included PowerPanel Business Edition Management Software or similar

Page 3 of 5

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

- xi) General UPS device requirements:
  - (1) Rack-mount compatible with network management capability
  - (2) UPS must utilize double-conversion technology
- d) Network Devices
  - i) Two (2) 48-port managed POE switches
  - ii) Two (2) 24-port managed POE switches
  - iii) One (1) 16-port managed POE switch
  - iv) One (1) Ubiquiti UniFi Cloud Key Gen2
  - v) General network device requirements:
    - (1) Must be fully UniFi-compatible and compliant with the UniFi Cloud Key management Infrastructure.
    - (2) Must provide minimum of 1Gb speeds on all ports
    - (3) Must support Power over Ethernet (POE).
    - (4) Must support dual-management capabilities, including a cloud-based platform and a direct local interface.
    - (5) Contractor guarantees that sole use of the local interface will operate without performance degradation, loss of core features, or the requirement for ongoing subscriptions or recurring licensing fees.
    - (6) Upon project completion, full administrative access and ownership of all management platforms (cloud-based and local) must be formally transferred to the Owner for independent management.
    - (7) The Owner shall maintain perpetual access to all licensing, firmware updates, security patches, and basic software maintenance for the local interface at no additional recurring cost.

**LONG BEACH – CYBERSECURITY GRANT PROGRAM  
BID FORM**

**PRICE:**

Contractor proposes to furnish all labor, tools, equipment, services, and miscellaneous items to provide, install, and setup the described equipment and improvements at the below price:

**QUOTE:**

LONG BEACH – CYBERSECURITY GRANT PROGRAM      1 LS      \$ \_\_\_\_\_  
 (AMOUNT IN NUMBERS)

\_\_\_\_\_  
 (AMOUNT IN WORDS)

Contractor acknowledges Addendum numbers \_\_\_\_\_ through \_\_\_\_\_ (if any), as published on the City's digital planroom.

The Owner reserves the right to award the work to the Contractor providing the lowest and best price based on any combination of these prices, at its own discretion.

**RESPECTFULLY SUBMITTED:**

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SIGNED BY (Name & Title): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Page 5 of 5

\* \* \* \* \*

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the corrective actions with MCWI reimbursements as follows, and authorize Mayor to execute same:

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**



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

January 14, 2026

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

**RE:     Corrective Actions  
MCWI Reimbursements**

Ladies and Gentlemen:

As we have continued to work closely with the City to maximize reimbursements of nearly \$4M for the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI), we've found four additional projects which are eligible for reimbursement. The projects, which are all completed, are: Mitchell Rd. Drainage Improvs., Edmund Dr. Water System Improvs., N. Lang Pump Station Improvs., Clower/Kuyrkendall Pump Station Improvs. However, these projects were performed using City funds and were not intended to meet the MCWI grant conditions. The grant funding contains special provisions for compliance with various bidding and project requirements, which are not normally included in City projects. In order to comply with the grant requirements and to continue the process of reimbursement, MDEQ requests that the City take "corrective actions" to bring these completed & closed-out contracts into compliance with those special provisions, namely that the City execute the attached amendments to those various contracts. The corrective action requires that the City approve the attached documents for retroactive incorporation into those contracts, which are:

1. "Attachment C" (the Subaward Terms & Conditions) to the MCWI grants.
2. Appendix II to 2 CFR Part 200
3. A bi-lateral "Amendment" to four of the various contracts which are eligible for reimbursement. We have coordinated with the Contractors who actually performed the work, and have their signatures on these proposed amendments which are attached.

This seems to be a simple corrective action which will bring the City into compliance with the funding requirements and allow reimbursement to proceed. The City has entered into such "corrective action" retroactive agreements for other MCWI projects previously. Therefore, we recommend City approval of this action. Please review the documents and execute if appropriate. If approval and execution of these documents is approved, we will continue to coordinate with MDEQ and the City to gain maximal reimbursements.

Sincerely,

David Ball, P.E.

DB:1249  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1249 - LB ARPA apps 2022\LB Reimbursement Support\20260114 Corrective actions - additional projects.docx  
Page 1/1

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

**CITY OF LONG BEACH**  
**MITCHELL ROAD DRAINAGE IMPROVEMENTS**  
**AMENDMENT 4**

**WHEREAS**, City of Long Beach and Lagnippe Construction Company, LLC. (the Parties) are desirous of amending the original contract first executed on May 3, 2022 as indicated below; and

**WHEREAS**, all other terms and conditions of the original contract shall remain the same.

**NOW THEREFORE**, the contract is hereby amended as of the last date of execution of this Amendment as follows:

**Mark all that apply:**

Attachment C to the Subaward Agreement (Attachment C), attached hereto in its entirety, is hereby included in the original contract.

The applicable provisions of Appendix II to 2 CFR Part 200 (Appendix II), attached hereto in its entirety, are hereby included in the original contract.

The period of performance of the contract has ended, however; the Contractor by signature below, certifies that all provisions of Attachment C and all applicable provisions of Appendix II were complied with and will be complied with to the extent they require future action of the Contractor.

**WITNESS** our signatures below:

  
Timothy L. Pierce  
 CITY OF LONG BEACH

1/27/26  
 DATE

Timothy L. Pierce, Mayor  
 PRINTED NAME/TITLE

And

  
Lagnippe Construction Co., LLC.

1/5/26  
 DATE

Jerry Livers Jr / Managing Member  
 PRINTED NAME/TITLE

**CITY OF LONG BEACH**  
**EDMUND DRIVE WATER SYSTEM IMPROVEMENTS**  
**AMENDMENT 4**

**WHEREAS**, City of Long Beach and Bottom 2 Top Construction, LLC. (the Parties) are desirous of amending the original contract first executed on May 7, 2024 as indicated below; and

**WHEREAS**, all other terms and conditions of the original contract shall remain the same.

**NOW THEREFORE**, the contract is hereby amended as of the last date of execution of this Amendment as follows:

**Mark all that apply:**

Attachment C to the Subaward Agreement (Attachment C), attached hereto in its entirety, is hereby included in the original contract.

The applicable provisions of Appendix II to 2 CFR Part 200 (Appendix II), attached hereto in its entirety, are hereby included in the original contract.

The period of performance of the contract has ended, however; the Contractor by signature below, certifies that all provisions of Attachment C and all applicable provisions of Appendix II were complied with and will be complied with to the extent they require future action of the Contractor.

**WITNESS** our signatures below:

  
Timothy I. Pierce  
 CITY OF LONG BEACH

1/27/26  
 DATE

Timothy I. Pierce, Mayor  
 PRINTED NAME/TITLE

And

  
Joseph R. Raffeo Jr.  
 BOTTOM 2 TOP CONSTRUCTION, LLC.

1/6/25  
 DATE

Joseph R. Raffeo Jr.  
 PRINTED NAME/TITLE

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

**CITY OF LONG BEACH**  
**CLOWER/KUYRKENDALL PUMP STATION IMPROVEMENTS**  
**AMENDMENT 2**

**WHEREAS**, City of Long Beach and L J Construction, Inc. (the Parties) are desirous of amending the original contract first executed on May 7, 2024 as indicated below; and

**WHEREAS**, all other terms and conditions of the original contract shall remain the same.

**NOW THEREFORE**, the contract is hereby amended as of the last date of execution of this Amendment as follows:

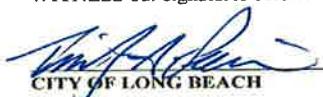
**Mark all that apply:**

Attachment C to the Subaward Agreement (Attachment C), attached hereto in its entirety, is hereby included in the original contract.

The applicable provisions of Appendix II to 2 CFR Part 200 (Appendix II), attached hereto in its entirety, are hereby included in the original contract.

The period of performance of the contract has ended, however; the Contractor by signature below, certifies that all provisions of Attachment C and all applicable provisions of Appendix II were complied with and will be complied with to the extent they require future action of the Contractor.

**WITNESS** our signatures below:

  
**CITY OF LONG BEACH**

1/27/26  
**DATE**

Timothy I. Pierce, Mayor  
**PRINTED NAME/TITLE**

And

  
**L J CONSTRUCTION, INC.**

01/06/26  
**DATE**

Louis J. Smith- President  
**PRINTED NAME/TITLE**

**CITY OF LONG BEACH**  
**N. LANG PUMP STATION IMPROVEMENTS**  
**AMENDMENT 3**

**WHEREAS**, City of Long Beach and L J Construction, Inc. (the Parties) are desirous of amending the original contract first executed on February 20, 2024 as indicated below; and

**WHEREAS**, all other terms and conditions of the original contract shall remain the same.

**NOW THEREFORE**, the contract is hereby amended as of the last date of execution of this Amendment as follows:

**Mark all that apply:**

Attachment C to the Subaward Agreement (Attachment C), attached hereto in its entirety, is hereby included in the original contract.

The applicable provisions of Appendix II to 2 CFR Part 200 (Appendix II), attached hereto in its entirety, are hereby included in the original contract.

The period of performance of the contract has ended, however; the Contractor by signature below, certifies that all provisions of Attachment C and all applicable provisions of Appendix II were complied with and will be complied with to the extent they require future action of the Contractor.

**WITNESS** our signatures below:

  
**CITY OF LONG BEACH**

1/27/26  
**DATE**

Timothy I. Pierce, Mayor  
**PRINTED NAME/TITLE**

And

  
**L J CONSTRUCTION, INC.**

01/06/26  
**DATE**

Louis J. Smith- President  
**PRINTED NAME/TITLE**

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

**APPENDIX II to 2 CFR Part 200**  
**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**  
**UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

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compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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## Minutes of January 20, 2026

### Mayor and Board of Aldermen

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

#### ATTACHMENT C

#### SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

##### 1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

##### 2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

##### 3. INDEMNIFICATION

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

## Minutes of January 20, 2026

### Mayor and Board of Aldermen

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

#### 4. RELATIONSHIP STATUS

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

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

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

#### 5. ACCESS TO RECORDS

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

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

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

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

#### 6. RECORD RETENTION AND RIGHT TO AUDIT

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

#### 7. RIGHT TO INSPECT WORK; SITE ACCESS

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

#### 8. CONFLICT OF INTEREST

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

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## Minutes of January 20, 2026

### Mayor and Board of Aldermen

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

#### 9. COOPERATION AND EVALUATION

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

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

\* \* \* \* \*

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Giuffria, and unanimously carried to re-award the full project scope of the Park Row Drainage Improvements Project to Twin L Construction, Inc. as follows and authorize Mayor to execute same:



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

January 15, 2026

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

**RE: Park Row Drainage Improvements (2025)**

Ladies and Gentlemen:

At the previous meeting, the City cancelled its contract with Twin L Construction, Inc. for the referenced project due to ARPA/MCWI grant funding issues. Since then, it has been determined that the grant funds are available to proceed with the re-award of the full project scope in the amount of \$1,142,898.68 per the attached bid tabulation.

As noted in Twin L's letter dated December 18, 2025, the contractor has agreed to honor its original bid price for the full scope of work if the City cancels the reduced-scope contract and re-awards the full project. Twin L has further indicated that no claims for damages due to contract cancellation will be pursued provided the full project is re-awarded promptly. Their offer to extend the original bid remains valid until February 28, 2026.

Given the legal compliance issue, the availability of sufficient funding, and the requirement to fully expend ARPA/MCWI grant funds by September 30, 2026, the City should move quickly to complete this process. Therefore, it is our recommendation that the City re-award the contract to Twin L Construction, Inc. at their original bid amount of \$1,142,898.68 for the full scope of work per the bid documents and the attached proposed contract. If acceptable to the City, we will obtain a fully Contractor- and City-executed version of these documents along with compliant insurance and bond documents and proceed toward the construction phase of this project. We will then provide the fully executed copy of the contract documents to the City to spread in the minutes of a future meeting. This process will save some critical time in proceeding with the project. All our recommendations are offered for the City's consideration and approval, and should be considered subject to the advice and consent of the City Attorney.

Supporting documentation, including the original bid tabulation, Twin L's offer of bid extension, and the proposed full-scope contract is attached for reference. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

DB:1319  
Attachments

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**



CITY OF LONG BEACH  
 PARK ROW DRAINAGE IMPROVEMENTS (2025)  
 Bid Date: Tuesday June 17, 2025 @ 10 AM

Bidder		Twin L Construction Inc.	Gulf Breeze Construction Inc.	Southern Coastal Construction, LLC	DNA Underground	Brotherhood Service Company, LLC
MSBEC License No.	03565-MC	11370-MC	25536-MC	25607-MC	24154-MC	
Potentiens No. 1 Acknowledgment	Yes	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes
PAT ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE
10-A	Mobilization	1	LF	\$ 10,657.50	\$ 10,657.50	\$ 84,000.00
200-A	REMOVAL OF DRAINAGE PIPE (ALL SIZES)	1400	LF	\$ 19.06	\$ 26,884.00	\$ 20.03
200-B	REMOVAL OF DRAINAGE STRUCTURES (ALL TYPES & SIZES)	15	EA	\$ 1,270.30	\$ 18,057.50	\$ 1,000.00
200-C	CONCRETE DRIVEWAY OR SIDEWALK REMOVAL (ALL THICKNESSES)	200	SY	\$ 25.41	\$ 5,082.00	\$ 20.00
200-D	ASPHALT PAVEMENT REMOVAL (ALL THICKNESSES)	350	SY	\$ 19.06	\$ 6,671.00	\$ 20.00
200-E	FLOWABLE FILL	150	CY	\$ 279.51	\$ 41,876.50	\$ 550.00
301-A	CEMENT & GROUTING (FM)	3000	SY	\$ 16.52	\$ 49,560.00	\$ 7.00
302-A	ADJUST WATER MAIN 6" DIA. AND SMALLER	5	EA	\$ 4,446.75	\$ 22,233.75	\$ 7,000.00
302-B	ADJUST WATER MAIN 18" DIA. AND LARGER	1	EA	\$ 5,117.25	\$ 5,117.25	\$ 9,196.12
302-C	ADJUST WATER MAIN 12" DIA. AND LARGER	1	EA	\$ 6,987.75	\$ 6,987.75	\$ 9,196.12
310-A	5" X 3" RCAP	1032	LF	\$ 273.16	\$ 281,901.12	\$ 188.00
310-B	4" X 2" RCAP	1032	LF	\$ 215.09	\$ 222,001.68	\$ 164.00
310-C	3" X 2" RCAP	720	LF	\$ 82.58	\$ 58,457.00	\$ 140.00
310-D	2" X 1" RCAP	84	LF	\$ 95.29	\$ 7,668.56	\$ 115.00
310-E	CAKE	1	EA	\$ 6,034.50	\$ 6,034.50	\$ 24,300.00
320-B	CATCH BASIN, PEDESTAL TYPE A	11	EA	\$ 5,717.00	\$ 62,887.00	\$ 5,600.00
320-C	CATCH BASIN, PEDESTAL TYPE B	8	EA	\$ 12,705.00	\$ 76,320.00	\$ 15,600.00
330-A	DITCH EXCAVATION	400	LF	\$ 44.47	\$ 17,768.00	\$ 5.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIA	500	CY	\$ 31.78	\$ 15,850.00	\$ 80.00
500-B	SELECT SANDY BACKFILL	750	CY	\$ 31.78	\$ 23,820.00	\$ 20.00
500-C	GEOTEXTILE FABRIC	350	SY	\$ 12.71	\$ 4,448.50	\$ 2,000.00
510-A	6" LIMESTONE ROAD BASE	350	SY	\$ 38.12	\$ 13,345.00	\$ 40.00
510-B	TOPSOIL, 12" DEEP, 100% SILEXIC COURSE (0 MM MIX)	150	TON	\$ 317.63	\$ 47,644.50	\$ 300.00
510-C	1.5" HGT 8" JIMINUS PAVEMENT BASE (1" IRRF 10 MM MIX)	40	TON	\$ 31/63	\$ 12,052.00	\$ 300.00
510-D	MILL EXISTING ASPHALT PAVEMENT	200	SY	\$ 38.12	\$ 7,624.00	\$ 25.00
610-E	VEGETATIVE COVER	6600	SY	\$ 1.27	\$ 6,686.00	\$ 1.00
710-F	SOIL SLUR	190	SY	\$ 10.16	\$ 1,916.00	\$ 10.00
710-G	CONCRETE DRIVEWAY OR SIDEWALK REPAIR/REINFORCEMENT	220	SY	\$ 114.35	\$ 25,770.00	\$ 120.00
510-H	FENCE RESTORATION	400	LF	\$ 64.47	\$ 12,780.00	\$ 50.00
620-A	MAINTENANCE OF TRAFFIC	6	LF	\$ 9,520.75	\$ 57,120.00	\$ 10,000.00
530-A	STORMWATER MANAGEMENT	1	LS	\$ 3,162.25	\$ 3,162.25	\$ 25,000.00
TOTAL BID AMT				\$ 1,143,896.48	\$ 1,192,878.00	\$ 1,285,808.43
						\$ 1,315,440.00
						\$ 1,463,140.00

(\*) - Engineers Corroded Figures



  
 David Ball, PE  
 OVERSTREET AND ASSOCIATES, PLLC  
 Certificate No. 1G546

**TWIN**



8292 Firetower Road Suite C Pass Christian, MS 39571  
 228.226.7930 • [twinlconsl@gmail.com](mailto:twinlconsl@gmail.com)

12/18/2025

City of Long Beach  
 Attn: Mayor Pierce  
 201 Jeff Davis Avenue  
 Long Beach, Mississippi, 39560

Dear Mayor Pierce,

Twin L has learned that the City has encountered some issues with the funding agency regarding the bid & award of the Park Row Drainage project. Twin L appreciates our good working relationship with the City and Overstreet Engineering and looks forward to continuing that relationship. Therefore, Twin L hereby affirms that we will extend our original bid for the full scope of work on the Park Row Drainage project until February 28<sup>th</sup>, 2026. This extension is offered so that the City can cancel the awarded reduced scope project and immediately re-award the contract for the full scope of work originally bid.

If the City cancels the reduced scope contract and re-awards the full project, Twin L will not need to recover any losses or damages due to the cancellation as they can be included in the new contract awarded; however, if the City cancels the existing contract and does not re-award the full project, Twin L reserves the right to make claims for damages and cost of materials already incurred under the term of its current executed contract.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

William Egan  
 President

Cc... David Ball – Overstreet and Associates

M.B. 111  
 01.20.26 Regular

# Minutes of January 20, 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 Twin L. Construction, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

#### **ARTICLE 1—WORK**

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

#### **ARTICLE 2—THE PROJECT**

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

#### **ARTICLE 3—ENGINEER**

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

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

#### **ARTICLE 4—CONTRACT TIMES**

##### **4.01 Time Is of the Essence**

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

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

A. The Work will be substantially complete on or before the date established by the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

##### **4.03 Contract Times: Days**

A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Time commences to run.

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##### **4.05 Liquidated Damages**

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.

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

##### **4.06 Special Damages**

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

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

---

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# Minutes of January 20, 2026

## Mayor and Board of Aldermen

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

**One Million, One Hundred Forty-Two Thousand Eight Hundred Ninety Eight Dollars and 68/100 (\$1,142,898.68)**

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.

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

B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

#### **8.01 Contractor's Representations**

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

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

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## Minutes of January 20, 2026

### Mayor and Board of Aldermen

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

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

**8.02 Contractor's Certifications**

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

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

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

Owner:

**City of Long Beach**

(typed or printed name of organization)

By:



(individual's signature)

Date:

**1/22/26**

(date signed)

Name: **Timothy I. Pierce**

(typed or printed)

Title: **Mayor**

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

**P.O. Box 929**

**Long Beach, MS 39560**

Designated Representative:

Name: **Timothy I. Pierce**

(typed or printed)

Title: **Mayor**

(typed or printed)

Address:

**Per above**

Phone: **228-863-1556**

Email: **mayor@longbeachms.gov**

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

Contractor:

**Twin L. Construction, Inc.**

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

\_\_\_\_\_

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_

Phone:

Email:

License No.: **08365-MC**

(where applicable)

State: **MS**

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.  
Page 6 of 6

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

\* \* \* \* \*

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Bonds and unanimously carried to approve and accept the project closeout documents and recommendation of final acceptance for the Magnolia and Dearman Drainage Improvements as follows, and authorize Mayor to execute same:



[overstreeteng.com](http://overstreeteng.com)  
 161 Lameuse St. Suite 203  
 Biloxi, MS 39530  
 228.967.7137

January 16, 2026

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

**RE: Project Closeout Documents & Recommendation of Final Acceptance  
 Magnolia & Dearman Drainage Improvements**

Ladies and Gentlemen:

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'David Ball'.

David Ball, P.E.

DB:fy:1321  
 Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1321 - LB Magnolia-Dearman Drainage ARPA-MCW\90 CONSTRUCTION\20260113 Recommend Closeout

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

Change Order No. <u>1 Summary</u>			
Date of Issuance:	<u>1/12/2026</u>	Effective Date:	<u>1/20/2026</u>
Project:	Owner:	City of Long Beach	
Contract:	Magnolia & Dearman Drainage Improvements	Owner's Contract No.:	<u>8/20/2025</u>
Contractor:	Twin L. Construction, Inc.	Date of Contract:	<u>1321</u>
The Contract Documents are modified as follows upon execution of this Change Order:			
<p>Description: <u>1. Adjust quantities to conform to final field measurements</u></p> <p>Attachments: (List documents supporting change):</p> <hr/> <hr/> <hr/>			
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price: <hr/> (increase) in Contract Price from previous Change Orders No n/a to No. n/a <hr/> \$155,871.10		Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar days <u>60</u> <u>11/20/2025</u> Substantial completion (days or date): Ready for final payment (days or date):	
Contract Price prior to this Change Order: <hr/> \$155,871.10		Change in Contract Time from previous Change Orders No n/a to No. n/a Substantial completion (days or date): Ready for final payment (days or date):	
(Decrease) in Contract Price due to this Change Order: <hr/> (\$7,846.33)		Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):	
Revised Contract Price incorporating this Change Order: <hr/> \$148,024.77		Change in Contract Time due to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):	
RECOMMENDED: (ENGINEER)  By: <u>Bob</u> Date: <u>1-14-2026</u>		ACCEPTED: (CONTRACTOR)  By: <u>W.L.</u> Date: <u>January 14, 2026</u>	
		ACCEPTED: (OWNER)  By: <u>Mark H. Johnson</u> Date: <u>1/22/26</u>	

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

1 of 2

ATTACHMENT TO CHANGE ORDER NUMBER		1 Summary				PROJECT NO.		1321	
NO	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT	
<b>BASE BID</b>									
10-A	MOBILIZATION	1	L.S.	\$3,176.25	0	\$0.00	1	\$3,176.25	
310-A	88" X 54" RCAP CULVERT	150	L.S.	\$741.97	\$74,197.00	(4)	-\$2,967.88	96	\$71,229.12
320-A	CONCRETE HEADWALL (A)	1	L.S.	\$16,516.50	\$16,516.50	0	\$0.00	1	\$16,516.50
320-B	MODIFIED CONCRETE HEADWALL (B)	1	L.S.	\$19,057.50	\$19,057.50	0	\$0.00	1	\$19,057.50
320-C	MODIFIED CONCRETE HEADWALL (C)	1	L.S.	\$19,057.50	\$19,057.50	0	\$0.00	1	\$19,057.50
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	10	C.Y.	\$1,588.81	\$1,588.81	0	\$0.00	10	\$1,588.81
500-B	SELECT SANDY BACKFILL	60	C.Y.	\$25.41	\$1,524.60	(50)	-\$1,270.50	10	\$254.10
500-C	GEOTEXTILE FABRIC	30	S.Y.	\$6.26	\$187.80	0	\$0.00	30	\$247.80
510-A	RELOCATE EXISTING SHED	1	L.S.	\$6,446.75	\$6,446.75	(1)	-\$4,446.75	0	\$0.00
510-B	VEGETATIVE COVER	50	S.Y.	\$50.82	\$2,541.00	0	\$0.00	50	\$2,541.00
510-C	SOLID SOD	20	S.Y.	\$38.12	\$762.40	30	\$1,143.60	50	\$1,906.00
510-D	MISCELLANEOUS SITE WORK	1	L.S.	\$8,258.25	\$8,258.25		\$0.00	1	\$8,258.25
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$1,905.75	\$1,905.75		\$0.00	1	\$1,905.75
530-A	STORMWATER MANAGEMENT	1	L.S.	\$2,296.90	\$2,296.90		\$0.00	1	\$2,296.90
530-B	EROSION CONTROL BLANKETS	40	S.Y.	\$7.62	\$304.80	(40)	-\$304.80	0	\$0.00
<b>TOTAL CHANGE ORDER AMOUNTS</b>							-\$7,846.33	<b>\$148,024.77</b>	

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

TO:	<b>City of Long Beach</b>	ORG	<b>345</b>
Contract for:	<b>Magnolia &amp; Dearman Drainage Improvements</b>	Vendor #	<b>362</b>
		Object	<b>640100-10039</b>
		Approved by	<i>W. Egan</i>
		Date	<b>01/14/2026</b>
		DA	<b>8/20/2025</b>

OWNER'S Project No.:	<b>1321</b>	
For work accomplished through the date of:	<b>12/31/2025</b>	
CURRENT CONTRACT AMOUNT: <b>\$148,024.77</b>		
ITEM	CONTRACTOR'S Schedule of Values	Work Completed
UNIT PRICE	QUANTITY	AMOUNT
COMPLETED WORK		<b>\$148,024.77</b>
STORED MATERIALS		<b>\$0.00</b>
<b>TOTAL</b>	<b>\$148,024.77</b>	
(Orig. Contract)	<b>\$155,871.10</b>	
CO 1 Summary	<b>-\$7,846.33</b>	
Accompanying Documentation:		GROSS AMOUNT DUE <b>\$ 148,024.77</b>
		LESS 0% RETAINAGE <b>\$ 148,024.77</b>
		AMOUNT DUE TO DATE <b>\$ 140,623.53</b>
		LESS PREVIOUS PAYMENTS <b>\$ 7,401.24</b>

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 4 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to OWNER).

Twin L. Construction, Inc.

8292 Firetower Rd, Ste C1

Pass Christian, MS 39571

Vendor # 362

CONTRACTOR

*W. Egan*  
 By: **William Egan - President**

Dated: **January 14, 2026**

## ENGINEER'S Recommendation:

**ENTER**  
**JAN 14 2026**

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

Dated: **1/14**, 2026

Overstreet &amp; Associates, PLLC

ENGINEER

*J. D. Overstreet*  
 By:

Page 1 of 1

ATTACHMENT TO PAY ESTIMATE NO. **4**PROJECT NO. **1321**

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
<b>30-A</b>	<b>BASE BID</b>									
310-A	88" x 54" CAP CULVERT	1 L.S.	\$ 3,176.25	\$3,176.25	160%	\$0.00	100%			\$3,176.25
320-A	CONCRETE HEADWALL (A)	96 L.F.	\$ 261.57	\$21,229.12	96	\$21,229.12				
310-B	INDIVIDUAL CONCRETE HEADWALL (B)	1 L.S.	\$ 16,516.50	\$16,516.50	1	\$16,516.50				\$16,516.50
320-C	INDIVIDUAL CONCRETE HEADWALL (C)	1 L.S.	\$ 19,657.50	\$19,657.50	1	\$19,657.50				\$19,657.50
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	1 L.S.	\$ 19,657.50	\$19,657.50	1	\$19,657.50				\$19,657.50
500-B	SELECT SANDY BACKFILL	10 CY	\$ 158.81	\$1,588.10	10	\$1,588.10				\$1,588.10
500-C	GEOTEXTILE FABRIC	10 CY	\$ 25.41	\$254.10	10	\$254.10				\$254.10
530-A	RE-LOCATE EXISTING SHED	30 S.Y.	\$ 8.26	\$247.80	30	\$247.80				\$247.80
530-B	VEGETATIVE COVER	50 S.Y.	\$ 59.82	\$2,991.00	50	\$2,991.00				\$2,991.00
510-E	SOLID SOIL	30 S.Y.	\$ 15.17	\$455.10	30	\$455.10				\$455.10
510-D	MISCELLANEOUS SITE WORK	1 L.S.	\$ 1,258.25	\$1,258.25	1	\$1,258.25				\$1,258.25
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$ 1,005.75	\$1,005.75	100%	\$0.00	1			\$1,005.75
530-A	STORMWATER MANAGEMENT	1 L.S.	\$ 2,286.00	\$2,286.00	100%	\$0.00	100%			\$2,286.00
530-B	EROSION CONTROL BLANKETS	0 S.Y.	\$ 7.62	\$0.00	0	\$0.00				\$0.00
<b>TOTAL BASE BID</b>				<b>\$148,024.77</b>					<b>\$0.00</b>	<b>\$148,024.77</b>

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND WAIVER OF LIENS									
TO: (Owner)		City of Long Beach		ENGINEER'S PROJECT NO.		#1321			
				CONTRACT FOR:		Entire Project			
				CONTRACT DATE:					
PROJECT: <b>Magnolia Dearman Drainage Improvements (2025)</b>									
<p><b>State of: Mississippi</b>  <b>County of: Harrison</b></p> <p>The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.</p>									
<p><b>CONTRACTOR:</b> Twin L. Construction Inc  <b>(Address)</b> 8292 Firetower Rd    Pass Christian MS 39571</p> <p>BY: William Egan - President <i>W. Egan</i></p> <p>Subscribed and sworn to before me this <b>14th</b> day of <b>January</b>, <b>2026</b>.</p> <p>Notary Public: <b>Justin Pearce</b>    My Commission Expires: <b>10/23/2026</b></p> <p><b>MISSISSIPPI STATE NOTARY PUBLIC</b>    ID #49344462    Commission Expires: October 23, 2026</p> <p><b>JUSTIN PEARCE</b></p>									
<p><b>Exhibit A—Software Requirements for Electronic Document Exchange.</b>  <b>EJCDC's C-800, Supplementary Conditions of the Construction Contract.</b>    Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.</p> <p>Page 32 of 14</p>									

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**



**UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

**(TO BE COMPLETED BY LOWER TIER SUBCONTRACTORS & SUPPLIERS ONLY)**

The undersigned has been paid in full for all labor, services, equipment or material furnished to  
**Twin L Construction, Inc.** on the job of **Magnolia Dearman Drainage Improvements**

located at **City of Long Beach** and does hereby release any right  
 to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for  
 claims for extra work in the amount **0.00**

<p>Date: <b>11/03/2025</b></p> <p>Cost Code: <b>N/A</b></p> <p>Job Number: <b>N/A</b></p>	<p>Design PreCast Company Name (Payee) <b>15215 Doudieux Rd, Gulfport, MS 39503</b></p> <p>Company Address <b>228-871-5833</b></p> <p>By <b><i>[Signature]</i></b> Signature</p> <p>Title <b><i>[Signature]</i></b> Owner/Officer of the Company</p>
---	--

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE CONDITIONAL RELEASE FORM.**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) <b>08/13/2025</b>
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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></p> <p><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></p>						
<b>PRODUCER</b> Garman Insurance Agency 2317 Government Street		<b>CONTACT</b> Garman Insurance Agency NAME: <b>(228) 872-3881</b> FAX (100, Mo) <b>(228) 872-3883</b> DIAL, REL, RAL: <b>(228) 872-3881</b> E MAIL: <b>processing@garmaninsurance.net</b>				
<b>INSURED</b> Ocean Springs <b>MS 39564</b> Twin L Construction Inc 8292 Firetower Rd Pass Christian <b>MS 39571</b>		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>B&amp;W - WESTERN WORLD INS CO</b> <b>13196</b> INSURER B: <b>PROGRESSIVE - Progressive Gulf Ins Co</b> <b>42412</b> INSURER C: <b>CRC - SCOTTSDALE INS CO</b> <b>41257</b> INSURER D: <b>PIE - Pie Ins Co</b> <b>21857</b> INSURER E:		<b>NAIC #</b>		
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b> 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 PAYMENT CLAIMS.						
<b>TYPE OF INSURANCE</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<b>AMOUNT (MM/DD/YY)</b> <b>0000/00/00</b>	<b>POLICY NUMBER</b> <b>NPP8216548</b>	<b>EXPIRATION DATE (MM/DD/YY)</b> <b>07/01/2025</b>	<b>POLICY EXPIRATION DATE (MM/DD/YY)</b> <b>07/01/2026</b>	<b>LIMITS</b> EACH OCCURRENCE <b>\$ 1,000,000</b> PREMISES (Ex. Accidents) <b>\$ 100,000</b> MDL EXP (Any one person) <b>\$ 5,000</b> PERSONAL & ADV INJURY <b>\$ 1,000,000</b> GENERAL AGGREGATE <b>\$ 2,000,000</b> PRODUCTS - COMP/OP MGD <b>\$ 2,000,000</b> OTHER <b>\$</b>
<b>A</b> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> FCT <input type="checkbox"/> LOC OTHER:						
<b>B</b> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ex. accident) <b>\$ 1,000,000</b> BODILY INJURY (Per person) <b>\$</b> BODILY INJURY (Per accident) <b>\$</b> PROPERTY DAMAGE (Per accident) <b>\$</b> OTHER <b>\$</b>
<b>C</b> <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE <b>\$ 3,000,000</b> AGGREGATE <b>\$ 3,000,000</b> OTHER <b>\$</b>
<b>D</b> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP/RENT/OTHER/EXECUTIVE CO-OP/CONTRACT EXCLUDED? <b>Y/N</b> <b>Y</b> <b>N/A</b> (Mandatory in MS) See, above, under DESCRIPTION OF OPERATIONS below						X STATUTE <b>\$</b> E.L. EACH ACCIDENT <b>\$ 1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$ 1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$ 1,000,000</b>
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Project: <b>Magnolia Dearman</b> Oversreet & Associates is included as Additional Insured on all applicable coverages listed herein except Workers' Compensation, as required by written contract.						
<b>CERTIFICATE HOLDER</b> Overstreet & Associates 161 Lameuse St. Ste 203 Biloxi			<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. <b>AUTHORIZED REPRESENTATIVE</b> 			
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**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

**ACORD®**

**CERTIFICATE OF LIABILITY INSURANCE**

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

<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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>									
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(es) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of this 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>									
<b>PRODUCER</b> Garman Insurance Agency 2317 Government Street		<b>INSURED</b> Ocean Springs MS 39564 Twin L Construction Inc 8292 Firetower Rd Pass Christian MS 39571		<b>CONTACT</b> Garman Insurance Agency PHONE (228) 872-3881 FAX (228) 872-3883 E-MAIL processing@garmaninsurance.net <b>ADDRESS</b> INSURER A: B&W - WESTERN WORLD INS CO NAIC # 13196 INSURER B: PROGRESSIVE - Progressive Gulf Ins Co 42412 INSURER C: CRC - SCOTTSDALE INS CO 41297 INSURER D: PIE - Pie Ins Co 21857 INSURER E:					
<b>COVERS</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b> 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.									
<b>INSURER LINE</b> <b>A</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <b>GENL AGGREGATE LIMIT APPLIES PER:</b> <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <b>OTHER:</b>		<b>ADDITIONAL INSURED</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> OWNED AUTOS ONLY		<b>POLICY NUMBER</b> NPP8210546 <b>INSURANCE PERIOD</b> 07/01/2025 07/01/2028 <b>EXPIRATION DATE</b>		<b>LIMITS</b> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (0.05/20000) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$			
<b>B</b> <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> OWNED AUTOS ONLY		<input type="checkbox"/> 881809555		08/13/2025 08/13/2026		COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$			
<b>C</b> <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <b>DED</b> <b>RETENTION</b>		<input type="checkbox"/> CLAIMS-MADE		CXS4057099 07/01/2025 07/01/2028		EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER \$			
<b>D</b> <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER LIABILITY <input type="checkbox"/> CONTRACTOR'S LIABILITY <input type="checkbox"/> OFFICER/MEMBER EXCLUDED <b>Y/N</b> <b>Y</b> (Mandatory in NH) Description of operations below		<input type="checkbox"/> N/A		WC PI 2659817-000 07/01/2025 07/01/2028		EX-STATUTE E_L EACH ACCIDENT \$ 1,000,000 E_L DISEASE - EA EMPLOYEE \$ 1,000,000 E_L DISEASE - POLICY LIMIT \$ 1,000,000			
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Project: Magnolia Dearman									
City of Long Beach is included as Additional insured on all applicable coverages listed herein except Workers' Compensation, as required by written contract.									

<b>CERTIFICATE HOLDER</b> City of Long Beach 201 Jeff Davis Ave  Long Beach MS 39560		<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 	
--	--	---	--

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

**AIA® Document G707™ – 1994**

**Consent Of Surety to Final Payment**

Bond No. 999422458

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER: 1321	OWNER: <input checked="" type="checkbox"/>
Magnolia Dearman Drainage Improvements Magnolia Street and Dearman Ave Long Beach MS 39560	CONTRACT FOR: Magnolia Dearman Drainage Improvements	ARCHITECT: <input type="checkbox"/>
TO OWNER: (Name and address)	CONTRACT DATED: 08/20/2025	CONTRACTOR: <input type="checkbox"/>
City of Long Beach 201 Jeff Davis Ave Long Beach MS 39560		SURETY: <input checked="" type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

on bond of  
 (Insert name and address of Contractor)

Twin L Construction, Inc.  
8292 Firetower Rd.  
Pass Christian, MS 39571

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

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 14th, 2026  
 (Insert in writing the month, followed by the numeric date and year.)

The Ohio Casualty Insurance Company

(Surety)

  
 Attest: Katie Salssi, Assistant  
 (Seal):

  
 (Signature of authorized representative)

Garrett T. Turner

(Printed name and title)

# Minutes of January 20, 2026

## Mayor and Board of Aldermen



### POWER OF ATTORNEY

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

Certificate No: 8213187-975775

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Garrett T. Turner, Mary Catherine Turner, Meghan C. Turner

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

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



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company  
  
By: Nathan J. Zangerle, Assistant Secretary

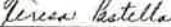
Not valid for mortgage, note, loan, letter of credit, interest rate or residual value guarantees.

State of PENNSYLVANIA <sup>68</sup>

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

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



By:   
Teresa Pastella, Notary Public

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

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 3. Surety Bonds and Undertakings.

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

Certificate of Designation - The President of the Company, acting pursuant to the By-laws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of January, 2026.



By:   
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

### CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT MAGNOLIA-DEARMAN AREA DRAINAGE IMPROVEMENTS

DATE OF ISSUANCE November 06, 2025

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR Twin L Construction, Inc. ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach  
OWNER

And To Twin L Construction, Inc.  
CONTRACTOR

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

October 31, 2025

DATE OF SUBSTANTIAL COMPLETION

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

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

Page 1 of 2

# Minutes of January 20, 2026

## Mayor and Board of Aldermen

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

**RESPONSIBILITIES:**

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

---



---

CONTRACTOR: One-year warranty.

---



---

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

**Punchlist**

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

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

Executed by ENGINEER on 11-6, 2025  
Overstreet & Associates, PLLC.  
By:   
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on November 6th, 2025.  
Twin L Construction, Inc.  
By:   
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on November 6th, 2025.  
City of Long Beach  
By:   
(Authorized Signature)

Page 2 of 2

### MAGNOLIA DEARMAN DRAINAGE IMPROVEMENTS

**PUNCHLIST**

**November 06, 2025**

1. Remove all gravel/limestone, asphalt chunks, concrete chunks, brick debris piles, and other debris due to construction (throughout the site).
2. Regrade all uneven areas as necessary to ensure positive drainage flow (throughout the site).
3. Establish grass cover over all disturbed or bare areas (throughout the site).

\* \* \* \* \*

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve Overstreet and Associates for professional Services on the Long Beach Harbor West Jetty Hardening Project and authorize Mayor to execute Same.

Minutes of January 20, 2026  
Mayor and Board of Aldermen



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

January 15, 2026

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

**RE: LB Harbor – West Jetty Hardening**

Ladies and Gentlemen:

Congratulations on the selection for funding of the City's 2025 GOMESA application for the LB Harbor – West Jetty Hardening project. This project proposes the utilization of approximately \$2.5M for hardening the western side of the Harbor via construction of a bulkhead atop the existing west jetty. This is a cost-efficient means to provide protection of the Harbor basin from the western side, utilizing the existing jetty as a "foundation" for the wall.

We are ready to work with the City on this project and offer the attached contract for all related professional services, including design, permitting, bidding, construction administration, and inspection services. As per our normal process, we will support the City as needed for any grant administration or reimbursement processes. If the contract is acceptable to the City, please authorize its execution. We will not begin any work until we are provided a Notice to Proceed by the City.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Ball'.

David Ball, P.E.

DB:M.2026.003  
Attachments

Biloxi | Long Beach | Pascagoula | Daphne  
O:\Marketing\Opportunities\M.2026.003 LB Smallcraft Harbor - West Jetty Hardening\20 PM\CONTRACTS\20260115  
Contract to City.docx Page 1/1

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

**SHORT FORM OF AGREEMENT  
 BETWEEN OWNER AND ENGINEER  
 FOR  
 PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT, effective as of January 20, 2026 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Associates PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for design, permitting, bidding, construction administration, and inspection of the hardening of the West Jetty at the City's Small Craft Harbor, including site work and all other needed improvements at the site. ("Project")

Description of Engineer's Services: Provide basic services for the Project, including the full design, creation of Bid Documents, coordination with the City during the Bid process, acquisition of any needed permits, and other miscellaneous professional services, including topographical survey, construction administration services, and construction inspection services needed to complete the work.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,

1 of 7

EJCDCE-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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## Minutes of January 20, 2026

### Mayor and Board of Aldermen

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state in which the Project is located.

**6.01 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

**7.01 General Considerations**

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

**8.01 Total Agreement**

- A. This Agreement (consisting of pages 1 to 7 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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# Minutes of January 20, 2026

## Mayor and Board of Aldermen

### 9.01 Payment

A. Based on the described scope of work, and following the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. *Basic Services.*
  - a. Basic Services will be compensated on a lump sum amount of \$205,000, based on the following assumed distribution of compensation:
 

Design Phase	60%
Permitting	5%
Bidding and Negotiating Phase	5%
Construction Phase	30%
Total	100%
2. *Topographical Surveys.*
  - a. For acquisition and preparation of topographical survey data by ENGINEER's personnel or subconsultants, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all topographical survey services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
  - b. Total charges for these services shall not exceed \$5,000 without further authorization.
3. *Construction Inspection Services.*
  - a. Resident Project Representative Services and Post Construction Services. For services of ENGINEER's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
  - b. It is expected that the construction of this project will take approximately 16 weeks. Total fees for construction inspection services are currently estimated at \$57,200. This total fee will not be exceeded without prior written authorization.

B. *Hourly Rates for services billed on the basis of time.*

1. The Engineer's Standard Hourly Rates are attached as Exhibit "A".
2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
3. The Standard Hourly Rates may be adjusted annually (as of January 2027) to reflect equitable changes in the compensation payable to the ENGINEER.

C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.

D. Engineer may adjust compensation percentages for the various phases of Basic Services for payment, but will not exceed the total Basic Services fee without authorization.

4 of 7  
 EJCDCE-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

By:   
 Tim Pierce  
 Mayor

Date Signed: 1/15/2026

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

ENGINEER: Overstreet & Associates, PLLC.

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

Date Signed: 01/15/2026  
 License No./State: 18601/MS

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

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

Exhibit "A"

**OVERSTREET & ASSOCIATES**  
**STANDARD HOURLY RATES SCHEDULE**  
**EFFECTIVE JANUARY 1, 2026**

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

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

Exhibit "A"

**ENGINEER'S CONSULTANTS AND**  
**REIMBURSABLE EXPENSE SCHEDULE**

**Engineer's Consultants:** Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.

**Reimbursable Expense Schedule:**

Mileage (Outside Harrison County area)	Current IRS rate
Meals and Lodging (Outside Harrison County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
22" x 34" & 24" x 36"	\$2.25/sheet
30" x 42"	\$4.50/sheet

\* \* \* \* \*

Based on the recommendation of City Engineer David Ball, Alderman Allen made motion, seconded by Alderman Frazer, and unanimously carried to approve and accept the project closeout documents and recommendation of final acceptance for the 3<sup>rd</sup> Street Sidewalk Extension as follows, and authorize Mayor to execute same:

Minutes of January 20, 2026  
Mayor and Board of Aldermen



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

January 16, 2026

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

**RE: Project Closeout Documents & Recommendation of Final Acceptance  
3rd Street Sidewalk Extension**

Ladies and Gentlemen:

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'David Ball'.

David Ball, P.E.

DB:ly:1323  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1323 - LB 3rd St Sidewalk\90 CONSTRUCTION\20260112 Recommend Closeout 1323.docx

Page 1/1



**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

APPLICATION FOR PAYMENT NO. 3 Final

TO: City of Long Beach (OWNER)  
 Contract for: 3rd Street Sidewalk Extension Dated: 6/17/2025

OWNER'S Project No.: 1323 ENGINEER'S Project No.: 1323  
 For work accomplished through the date of: 10/24/2025

CURRENT CONTRACT AMOUNT: \$320,492.50

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$320,492.50
STORED MATERIALS					\$0.00
<b>TOTAL</b>	<b>\$320,492.50</b>				<b>\$320,492.50</b>
(Orig. Contract)	\$333,285.00				
CO & Summary	-\$12,792.50				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 320,492.50
	LESS 10% RETAINAGE	\$ 0.00
	AMOUNT DUE TO DATE	\$ 320,492.50
	LESS PREVIOUS PAYMENTS	\$ 292,184.38
	AMOUNT DUE THIS APPLICATION	\$ 28,308.13

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 3 Final inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Hammore Brothers Construction Company

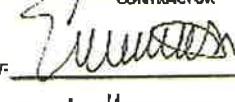
PO Box 879

Braxod, MS 39333

Vendor # 9354

CONTRACTOR

By:



Erol Hammore 1-13-2026

Dated: Jan 13<sup>th</sup>, 2026

ENGINEER'S Recommendation

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

Dated: 1-13, 2026

Overstreet & Associates, PLLC

ENGINEER

By:



Page 1 of 1

ATTACHMENT TO PAY ESTIMATE NO.

3 Final

PROJECT NO. 1323

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	BASE BID									
10 A	MOBILIZATION	1 L.S.	\$ 20,000.00	\$20,000.00	100%	\$20,000.00			\$0.00	100%
301-A	CHANGE CLEANOUT TOP	3 EA.	\$ 600.00	\$1,800.00	3	\$1,800.00			\$0.00	3
301-B	CHANGE WATER METER BOX	4 EA.	\$ 1,500.00	\$6,000.00	4	\$5,000.00			\$0.00	4
301-C	RELOCATE FIRE HYDRANT	1 EA.	\$ 2,500.00	\$2,500.00	1	\$2,500.00			\$0.00	1
301-D	CHANGE PLI BOX TOP	1 FA.	\$ 4,000.00	\$4,000.00	1	\$4,000.00			\$0.00	1
310-A	18"X11" RCAP CULVERT	138 LF.	\$ 150.00	\$20,700.00	138	\$20,700.00			\$0.00	138
310-B	22"X13" RCAP CULVERT	195 LF.	\$ 175.00	\$34,125.00	195	\$34,125.00			\$0.00	195
320-A	CATCH BASIN, STANDARD TYPE	7 EA.	\$ 3,375.00	\$23,625.00	7	\$23,625.00			\$0.00	7
320-B	CATCH BASIN, PEDESTAL TYPE	2 EA.	\$ 3,975.00	\$6,750.00	2	\$5,750.00			\$0.00	2
500-A	PIPE BEDDING/P/PE FOUNDATION MATERIAL (PM)	0 C.Y.	\$ 115.00	\$0.00		\$0.00			\$0.00	0
500-B	SELECT SANDY BACKFILL (TM)	0 C.Y.	\$ 24.00	\$0.00		\$0.00			\$0.00	0
500-C	GEOTEXTILE FABRIC	75 S.Y.	\$ 6.50	\$487.50	75	\$487.50			\$0.00	75
510-A	CONCRETE DRIVEWAY RESTORATION OR INSTALLATION	354 S.Y.	\$ 142.00	\$50,268.00	354	\$50,268.00			\$0.00	354
510-B	CONCRETE SIDEWALK RESTORATION OR INSTALLATION	1110 S.Y.	\$ 92.00	\$102,120.00	1110	\$102,120.00			\$0.00	1110
510-C	CURB RAMP	7 EA.	\$ 1,000.00	\$7,000.00	7	\$7,000.00			\$0.00	7
510-D	6" LIMESTONE DRIVEWAY RESTORATION OR INSTALLATION	30 S.Y.	\$ 37.00	\$1,110.00	30	\$1,110.00			\$0.00	30
510-F	VEGETATIVE COVER	2179 S.Y.	\$ 3.00	\$6,537.00	2179	\$6,537.00			\$0.00	2179
510-G	SOLID SOD	50 S.Y.	\$ 12.00	\$600.00	50	\$600.00			\$0.00	50
510-H	RELOCATE MAILBOX	1 EA.	\$ 250.00	\$250.00	1	\$250.00			\$0.00	1
510-H	RELOCATE BRICK MAILBOX	1 EA.	\$ 2,000.00	\$2,000.00	2	\$4,000.00			\$0.00	2
510-I	SAWCUT JOINT	429 LF.	\$ 10.00	\$4,190.00	429	\$4,190.00			\$0.00	419
510-J	MISCELLANEOUS RESTORATION	1 L.S.	\$ 5,000.00	\$5,000.00		\$5,000.00	1.00	\$5,000.00	100%	\$5,000.00
511-A	THERMOPLASTIC LEGEND (ANY COLOR)	462 S.F.	\$ 15.00	\$6,930.00		\$6,930.00	462.00		\$6,930.00	462
500-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$ 7,500.00	\$7,500.00	92%	\$6,900.00	8%	\$6,900.00	100%	\$7,500.00
530-A	STORMWATER MANAGEMENT	1 L.S.	\$ 5,000.00	\$5,000.00	92%	\$4,600.00	8%	\$4,600.00	100%	\$5,000.00
TOTAL BASE B/D					\$320,492.50	\$307,562.50		\$12,930.00		\$320,492.50

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

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

---

TO: (Owner) **City of Long Beach** ENGINEER'S PROJECT NO. **#1323**  
**ENTIRE PROJECT**  
**CONTRACT DATE: 6-17-2025**

PROJECT: **3RD STREET SIDEWALK EXTENSION**

---

State of: **TEXAS**  
 County of: **NUCLEUS**

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

---

CONTRACTOR: **HANMORE BROS. CONST. CO.**  
 (Address) **Po Box 879  
PILOXI, MS, 39530**  
 BY: **Evelyn Hanmore**

Subscribed and sworn to before me this **15<sup>th</sup>** day of **JAN**, 20**26**

*Amy Laura Delphine*  
 Notary Public

My Commission Expires: **11/26/24**



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

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

---

TO: (Owner) **City of Long Beach** ENGINEER'S PROJECT NO. **#1323**  
**ENTIRE PROJECT**  
**CONTRACT DATE:**

PROJECT: **3RD STREET SIDEWALK EXTENSION**

---

State of: **MS**  
 County of: **Harrison**

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

---

CONTRACTOR: **Coast Concrete**  
 (Address) **14210 Creosote Rd**  
 BY: **Renny Andrews, Inc.**

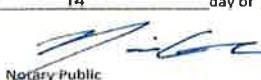
Subscribed and sworn to before me this **13** day of **JANUARY**, 20**26**



Notary Public  
 My Commission Expires: **7-7-29**

Exhibit A—Software Requirements for Electronic Document Exchange.  
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 and American Society of Civil Engineers. All rights reserved.  
 Page 13 of 15

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

<b>CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND WAIVER OF LIENS</b>			
<b>TO:</b> (Owner) City of Long Beach		<b>ENGINEER'S PROJECT NO.</b> #1323 <b>CONTRACT FOR:</b> Entire Project <b>CONTRACT DATE:</b>	
<b>PROJECT:</b> 3RD STREET SIDEWALK EXTENSION			
<b>State of:</b> Alabama <b>County of:</b> Jefferson			
The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.			
<b>CONTRACTOR:</b> White Cap (Address) PO Box 4852 Orlando, FL 32802 <b>BY:</b> <i>Belinda Finch</i>			
Subscribed and sworn to before me this <u>14</u> day of <u>Oct.</u> , 2025.			
 <b>Notary Public</b> My Commission Expires: <span style="border: 1px solid black; padding: 2px;">NICHOLE GIBBON NOTARY PUBLIC, ALABAMA STATE AT LARGE MY COMMISSION EXPIRES JAN 24, 2027</span>			

**Exhibit A—Software Requirements for Electronic Document Exchange.**

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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Page 13 of 15

<b>CERTIFICATE OF LIABILITY INSURANCE</b>							DATE (MM/DD/YYYY) 06/17/2025		
<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b>									
<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>									
<b>PRODUCER</b> Lemon Mohler Insurance Agency 800 Washington Avenue		<b>CONTACT</b> Morgan Frank <b>PHONE</b> (228) 875-7777 <b>FAX</b> (228) 875-2807 <b>EMAIL</b> No. Lmt. certificates@lemonmohler.com <b>ADDRESS</b>							
<b>INSURED</b> Hanmore Bros Construction Company P.O. Box 1541		<b>INSURER(s) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster <b>INSURER B:</b> Progressive Gulf Insurance Company <b>INSURER C:</b> Scottsdale Ins Co <b>INSURER D:</b> Everest Indemnity Insurance Company <b>INSURER E:</b> Alain Specialty Insurance Company <b>INSURER F:</b>		<b>NAIC #</b> 42412 41207 2,000,000 2,000,000 5					
<b>COVERAGEs</b>		<b>CERTIFICATE NUMBER:</b> 25-26 MASTER		<b>REVISION NUMBER:</b>					
<b>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.</b>									
<b>INITIAL</b> <b>LTH</b>	<b>TYPE OF INSURANCE</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<b>ADDRESS</b> <b>INS'D W/WD</b>	<b>POLICY NUMBER</b> <b>BAK596026</b>	<b>POLICY EFF. DATE</b> <b>02/02/2025</b>	<b>POLICY EXP. DATE</b> <b>02/02/2028</b>	<b>LIMITS</b>			
<b>A</b>	<b>CLIENT AGGREGATE LIMIT APPLIES PER</b> <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER JCTG <input type="checkbox"/> LOC OTHER	<b>Y</b>	<b>Y</b>	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex. reinsurance) \$ 1,000,000 \$ 100,000 MID EXH (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000 \$					
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY	<b>Y</b>	<b>998614790</b>	<b>06/16/2025</b>	<b>08/16/2028</b>	COMBINED SINGLE LIMIT (Ex. reinsurance) \$ 1,000,000 EACH INJURY (per person) \$			
<b>C</b>	<b>UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> CLAIMS MADE DED. RETENTION \$	<b>Y</b>	<b>Y</b>	<b>CXS4055508</b>	<b>08/16/2025</b>	<b>02/02/2026</b>	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$		
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PERSON / OWNER / PARTNER / EXECUTIVE <input type="checkbox"/> MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N If yes, list names DESCRIPTION OF OPERATIONS below	<b>Y / N</b>	<b>N / A</b>	<b>Y</b>	<b>9700000834241</b>	<b>10/01/2025</b>	<b>10/01/2026</b>	<b>STATUTE</b> <b>E. L. EACH ACCIDENT</b> \$ 1,000,000 <b>E. L. UNLIM. - LA EMPLOYEE</b> \$ 1,000,000 <b>E. L. UNLIM. - POLICY LIMIT</b> \$ 1,000,000 <b>Installation Floater</b> \$ 50,000	
<b>E</b>	<b>Inland Marine</b>			<b>CIP456723</b>	<b>06/18/2025</b>	<b>06/18/2026</b>			
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Project: 3rd Street Sidewalk Extension Certificate holder is additionally insured David & Erol Hanmore are excluded from Workers Compensation coverage									
<b>CERTIFICATE HOLDER</b> Overstreet & Associates, PLLC 161 Lameuse St, Ste 203 Biloxi				<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. <b>AUTHORIZED REPRESENTATIVE</b> 					

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>								
						DATE (MM/DD/YYYY) 08/18/2025		
<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b>								
<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>								
<b>PRODUCER</b> Lemon Mohler Insurance Agency 606 Washington Avenue		<b>CONTACT</b> Morgan Frank <b>PHONE</b> (228) 875-7777 <b>(AIC, No. E&amp;M)</b> (228) 875-2887 <b>E-MAIL</b> certificates@lemonmohler.com <b>ADDRESS</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster <b>INSURER B:</b> Progressive Gulf Insurance Company 42412 <b>INSURER C:</b> Scottsdale Ins Co 41297 <b>INSURER D:</b> Everest Indemnity Insurance Company <b>INSURER E:</b> AIAm Specialty Insurance Company <b>INSURER F:</b>				
<b>INSURED</b> Hanmore Bros. Construction Company P.O. Box 1541		<b>MS 39564</b>		<b>NAIC #</b>				
Ocean Springs Port Aransas		TX 78373						
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> 25-28 MASTER		<b>REVISION NUMBER:</b>				
<b>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.</b>								
<b>INSURER LTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDITIONAL INSURER INSD. #/WD</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF. (MM/DD/YYYY)</b>	<b>POLICY EXP. (MM/DD/YYYY)</b>	<b>LIMITS</b>		
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<b>Y</b>	BAK596028	02/02/2025	02/02/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG OTHER		
<b>B</b>	ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<b>Y</b>	9888914790	08/16/2025	06/16/2026	COMBINED SINGLE LIMIT (Ex accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
<b>C</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	OCCUR CLAIMS-MADE	<b>Y</b>	CXS4055508	08/18/2025	02/02/2028	EACH OCCURRENCE AGGREGATE OTHER	
<b>D</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mark with an X if Yes) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <b>Y</b>	<b>N/A</b>	Y	9700000834241	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACHACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
<b>E</b>	Inland Marine		CIP458723	06/18/2025	08/18/2028	Installation Floater	50,000	
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Project: 3rd Street Sidewalk Extension Certificate holder is additionally insured David & Erol Hanmore are excluded from Workers Compensation coverage								

<b>CERTIFICATE HOLDER</b>  City of Long Beach P O Box 829  Long Beach	<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 
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ACORD 25 (2018/03)

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**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**



**Consent Of Surety to Final Payment**

PROJECT: (Name and address) 3rd Street Sidewalk Extension	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Sidewalk extension	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input checked="" type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach PO Box 929 Long Beach, MS 39560	CONTRACT DATED: June 9, 2025	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
 (Insert name and address of Surety)  
 Nationwide Mutual Insurance Company  
 101 Locust Street, Dept 2006  
 Des Moines, IA 50391

on bond of  
 (Insert name and address of Contractor)  
 Hannore Brothers Construction Company Inc.  
 PO Box 879  
 Biloxi, MS 39533

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
 Surety of any of its obligations to  
 (Insert name and address of Owner)  
 City of Long Beach  
 PO Box 929  
 Long Beach, MS 39560

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 15, 2026  
 (Insert in writing the month followed by the numeric date and year.)

Nationwide Mutual Insurance Company

(Surety)

(Signature of authorized representative)

Aaron Steffey, Attorney In Fact

(Printed name and title)

Attest:   
 (Seal):

SEAL

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1

Bond Number: 7901263440

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:  
 AARON BLOTTIE, AARON STEFFY; CHRISTOPHER KOLGER; JAMIE BRIGGS; KENNETH FONTANA; KENNETH P MOROTTO JR;

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, deposes 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. Kern Notary Public, State of Ohio No. 2018-RE-719788 Commission Expires July 7, 2028
--

Karen L. Kern  
Notary Public  
My Commission Expires  
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chmientli, 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 15th day of January 2026.

Lezlie F. Chmientli  
Assistant Secretary

RD 1 1/10-25100

M.B. 111  
 01.20.26 Regular

**Minutes of January 20, 2026**  
**Mayor and Board of Aldermen**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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PROJECT 3rd Street Sidewalk Extension

DATE OF ISSUANCE June 17, 2025

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR Hanmore Brothers Construction ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

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To City of Long Beach  
OWNER

And To Hanmore Brothers Construction  
CONTRACTOR

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

October 24, 2025

**DATE OF SUBSTANTIAL COMPLETION**

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

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

Page 1 of 2

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

RESPONSIBILITIES:

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

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CONTRACTOR: One-year warranty.

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

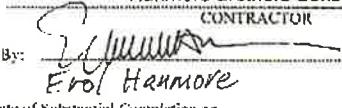
**Punchlist**

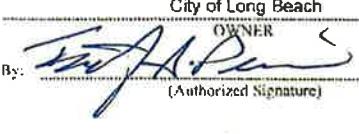
*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

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

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Executed by ENGINEER on 1/13 2026  
Overstreet & Associates, PLLC.  
ENGINEER  
By:   
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 1/13 2026  
Hanmore Brothers Construction  
CONTRACTOR  
By:   
Erol Hanmore

OWNER accepts this Certificate of Substantial Completion on 1/13 2026  
City of Long Beach  
OWNER  
By:   
(Authorized Signature)

Page 2 of 2

**Minutes of January 20, 2026  
Mayor and Board of Aldermen**

**3rd Street Sidewalk Extension Project**

**PUNCHLIST**

**November 25, 2025**

1. Remove all gravel/limestone, debris piles, and other debris due to construction (throughout the project).
2. Regrade all uneven areas as necessary to ensure positive drainage flow (throughout the site); this may include top-dressing salvaged/transplanted sod areas.
3. Establish grass cover over all disturbed or bare areas (throughout the site).
4. Chip out grout from the form board by the ADA ramp (Cleveland).
5. Fill and grass south of the sidewalk south of 302.
6. Chip grout out of the invert of the drainage pipe in the new drainage boxes.
7. Grout exposed brick in the drainage box (all drainage boxes).
8. Grout and clean the drainage box (all drainage boxes).
9. Ensure all tops of drainage boxes are sealed (all drainage boxes).
10. Ensure smooth transition from invert to wall, with no voids (all drainage boxes).
11. Fill the void on the north throat near 415.
12. Repair chipped concrete near 315, 327, 331, 413, 415.
13. Clean and remedy the concrete at the meter box near 329.
14. Remedy ADA ramp at 331 & 303.
15. Grout transition between the drainage box and the sidewalk at the drainage box near 421.
16. Remove from the board exposed at the drainage box near 421.
17. Ensure positive flow from the street to the drainage box near 421.

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No report from the City Attorney.

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No Derelict Properties at this time.

\*\*\*\*\*

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

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**Minutes of January 20, 2026  
Mayor and Board of Aldermen**

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

---

Alderman Timothy McCaffrey, Jr., Ward 4

---

Alderman Greg Bonds, Ward 5

---

Alderman Pete L. McGoey, Ward 6

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Date

ATTEST:

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Emma Ward, City Clerk

WORK SESSION MINUTES  
MAYOR AND BOARD OF ALDERMEN  
LONG BEACH, MS

DATE: JANUARY 27, 2026  
LONG BEACH CITY HALL  
201 JEFF DAVIS AVENUE  
LONG BEACH, MISSISSIPPI 39560  
5:00 O'CLOCK P.M.

PRESENT: Mayor Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Greg Bonds and Pete McGoey

NOTICE: Posted Long Beach City Hall, Water Department, Building Office, 201 Jeff Davis Avenue; Long Beach Public Library, 209 Jeff Davis Avenue; City of Long Beach Official Website; and sent via e-mail to agenda distribution list, as follows:



PUBLIC INFORMATION  
LONG BEACH, MISSISSIPPI

MAYOR AND BOARD OF ALDERMEN  
WORK SESSION:

Tuesday, January 27, 2026, AT 5:00 O'CLOCK P.M.

➤ DISCUSSION STORAGE CONTAINER ORDINANCE;  
CODE REVISION "RESURFACING AND PAVEMENT  
REPAIRS"; SHORT-TERM RENTAL COMMITTEE

CITY HALL MEETING ROOM  
201 JEFF DAVIS AVENUE  
LONG BEACH, MISSISSIPPI 39560

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WORK SESSION MINUTES  
MAYOR AND BOARD OF ALDERMEN  
LONG BEACH, MS

DATE: JANUARY 27, 2026  
LONG BEACH CITY HALL  
201 JEFF DAVIS AVENUE  
LONG BEACH, MISSISSIPPI 39560  
5:00 O'CLOCK P.M.

APPROVED:

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Alderman Donald Frazer, At-Large

---

Alderman Patrick Bennett, Ward 1

---

Alderman Jesse Allen, Ward 2

---

Alderman Joseph "Joey" Giuffria, Ward 3

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Alderman Timothy McCaffrey, Jr., Ward 4

---

Alderman Greg Bonds, Ward 5

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Alderman Pete L. McGoey, Ward 6

---

Date

ATTEST:

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Emma Ward, City Clerk