

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

**MUNICIPAL DOCKET**  
**REGULAR MEETING OF DECEMBER 16, 2025**  
**THE MAYOR AND BOARD OF ALDERMEN**  
**THE CITY OF LONG BEACH, MISSISSIPPI**  
**5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
  - 1. 528 East Railroad Street; assessed to Rebecca R. Koon
  - 2. 303 Meadowood Circle; assessed to Rodney Robison
- V. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
  - 1. **MAYOR AND BOARD OF ALDERMEN**
    - a. December 2, 2025 - Regular and Executive
  - 2. **PLANNING AND DEVELOPMENT**
    - a. December 11, 2025 - Regular
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 121625
- X. UNFINISHED BUSINESS
  - 1. Discussion - Storage Container Ordinance; Alderman McCaffrey
- XI. NEW BUSINESS
  - 1. Tree Removal Appeal - 159 Markham Drive; Emmett Acker
  - 2. Short Term Rental - Set Work Session
  - 3. Termination of Office Space Lease - Overstreet
  - 4. Engagement Letter - Wolfe, McDuff, & Opple
  - 5. Resolution & Quote - Disc Golf Course
  - 6. Special Event App & Fee Waiver - Touch a Truck; Chamber of Commerce
  - 7. Special Event Application - 4th of July Jubilee; Courtney Cuevas-Welch
  - 8. Special Event App & Fee Waiver - Sea Santa Sail-A-Bration Parade; Main Street
  - 9. Special Event App - Mardi Gras Parade; Carnival Assn of Long Beach
  - 10. Discussion - House Bill 1197
  - 11. Appointment - Harrison County 911 Commissioner
  - 12. Discussion - Revisions to Internation Building Code Ordinance
  - 13. Memorandum of Agreement - Mississippi Main Street Association
  - 14. Grant - Mississippi 250 Grant.
  - 15. Special Events App & Fee Waiver - Gulf Coast Beer & Bacon Festival; Katherine Sutton
  - 16. Discussion - Gateway Project Phase II; Randall Love, AnderCorp
  - 17. Quote - Harbor Master Plaque
  - 18. Insurance Proposal - Recreation Department; Brown & Brown
  - 19. Contract - Notice to Proceed; MDOT
  - 20. Contract - Preliminary Engineering Contract Review; MDOT
  - 21. Discussion - Speed Limit Jeff Davis to East Railroad; Alderman Giuffria
- XII. DEPARTMENTAL BUSINESS
  - 1. **MAYOR'S OFFICE**
  - 2. **PERSONNEL**
    - a. Mayor's office - Part Time Secretary (1)
    - b. Municipal Court - New Hire (1)
    - c. Fire Department - Step Increase (1); Education Pay (1); Promotion (1); Demotion (1); Resignation (1)
    - d. Police Department - New Hire (1)
  - 3. **CITY CLERK**
    - a. Revenue Expense Report - November 2025
  - 4. **FIRE DEPARTMENT**
  - 5. **POLICE DEPARTMENT**
  - 6. **ENGINEERING**
    - a. Code Revision
    - b. RFP - Minor & Emergency Service Term Bid
    - c. Beatin Road/Spring Street - Asphalt Trench Overlay
    - d. Railroad Street Striping
  - 7. **PUBLIC WORKS**
  - 8. **RECREATION**
    - a. Generator Maintenance
  - 9. **BUILDING OFFICE**
  - 11. **HARBOR**
  - 12. **COMMUNITY AFFAIRS**
  - 13. **DERELICT PROPERTIES**
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

Be it remembered that two public hearings of the Mayor and Board of Aldermen, Long Beach, Mississippi, were 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 December, 2025, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

M.B. 111  
 12.16.25 Regular

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

\* \* \* \* \*

The first public hearing to determine whether or not a parcel of property situated in City of Long Beach, located at 528 East Railroad Street, Long Beach, MS, and assessed to Rebecca R. Koon is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community was called to order.

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

- The Clerk reported that the Notice of Hearing was mail via certified mail to Rebecca R. Koon, 528 East Railroad Street, Long Beach, MS 39560, on December 1, 2025, and posted on the subject property 528 East Railroad Street, Long Beach MS on December 5, 2025. Said notice returned to sender on December 18, 2025.

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#### Delivery Attempt: Action Needed

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 December 9, 2025

#### Notice Left (No Authorized Recipient Available)

LONG BEACH, MS 39560  
 December 4, 2025, 11:22 am

#### Arrived at USPS Regional Facility

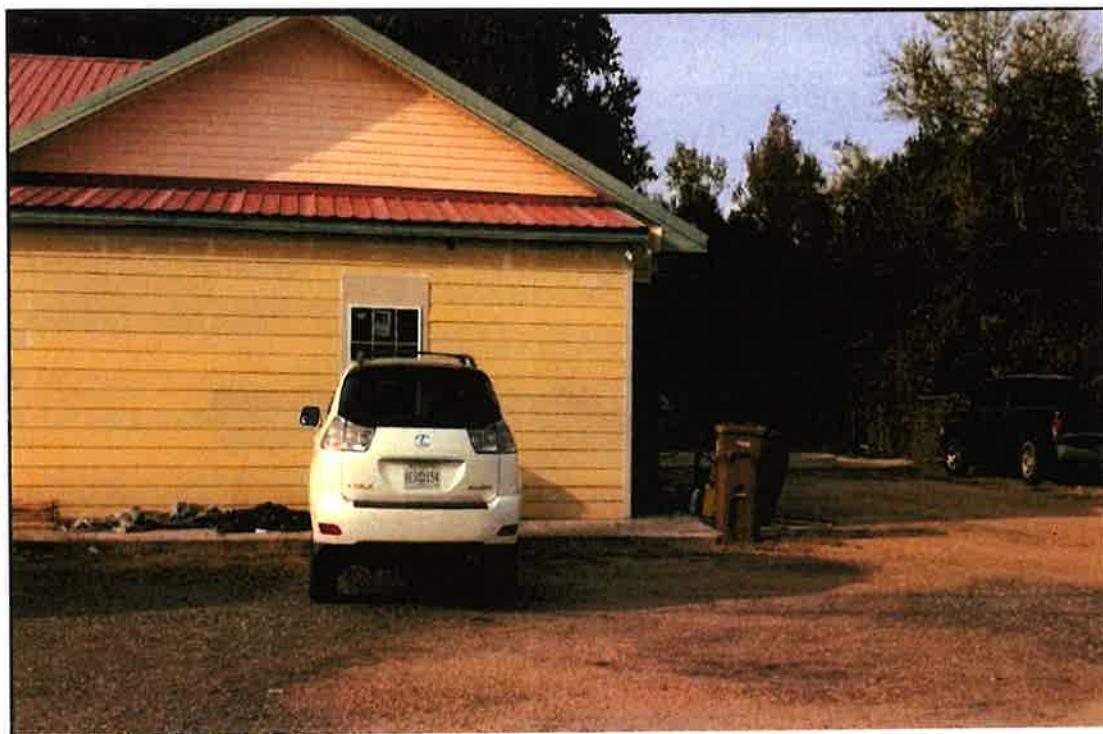
GULFPORT MS DISTRIBUTION CENTER  
 December 3, 2025, 10:17 am

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- The Clerk submitted photographs of 528 East Railroad Street, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on December 16, 2025,

**Minutes of December 16, 2025  
Mayor and Board of Aldermen**

depicting subject property in its present condition; said photographs are as follows:



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**Mayor and Board of Aldermen**



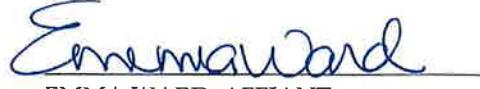
**AFFIDAVIT**

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON  
 CITY OF LONG BEACH

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

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;
2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;
3. That on December 5, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 528 East Railroad Street, (Tax Map Parcel 0611P-03-040.001), Long Beach, Mississippi, assessed to Rebecca R. Koon, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 16, 2025, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 16, 2025.

This the 16th day of December, 2025.

  
 EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 16<sup>th</sup> day of December, 2025.



  
 NOTARY PUBLIC

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

The Mayor opened the floor for comments from the property owner, Rebecca R. Koon, 528 East Railroad Street, Long Beach. The property owner was absent from the public hearing. Whereupon Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to close the public hearing.

\*

\*

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

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 16<sup>th</sup> day of December, 2025, the following Resolution:

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

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

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

**WHEREAS**, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows: 528 East Railroad, Long Beach, Mississippi (Map Parcel #0611P-03-040.001), assessed to Rebecca R. Koon.

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

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

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

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

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

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

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

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joey Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McCauley	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 16<sup>th</sup> day of December, 2025.

APPROVED:  
  
Tim Pierce, Mayor

ATTEST:  
  
Emma Ward, City Clerk

\* \* \* \* \*

The second public hearing to determine whether or not a parcel of property situated in City of Long Beach, located at 303 Meadowood Circle, Long Beach, MS, and assessed to Rodney Robinson is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community was called to order.

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

- The Clerk reported that the Notice of Hearing was mailed via certified mail to Rodney Robison, 303 Meadowood Circle, Long Beach, MS 39560, on December 1, 2025, and posted on the subject property 303 Meadowood Circle, Long Beach, MS on December 5, 2025. Said notice returned to sender on December 18, 2025.

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**Latest Update**

This is a reminder to arrange for redelivery of your item before December 18, 2025 or your item will be returned on December 19, 2025. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

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**Delivery Attempt: Action Needed**  
Reminder to Schedule Redelivery of your item before December 18, 2025  
December 9, 2025

**Notice Left (No Authorized Recipient Available)**  
LONG BEACH, MS 39560  
December 4, 2025, 9:58 am

**Arrived at USPS Regional Facility**  
GULFPORT MS DISTRIBUTION CENTER  
December 3, 2025, 10:27 am

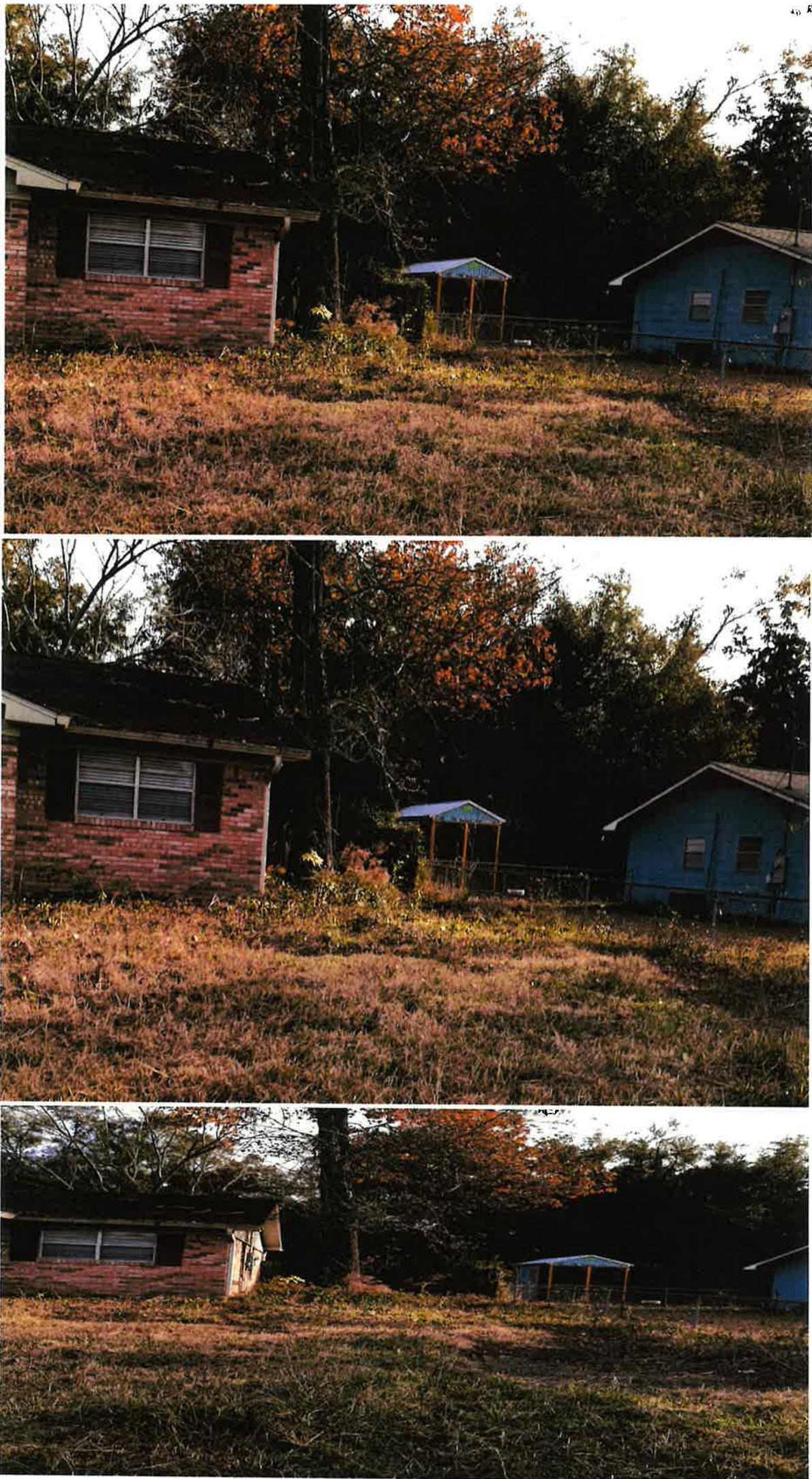
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**Minutes of December 16, 2025  
Mayor and Board of Aldermen**

➤ The Clerk submitted photographs of 303 Meadowood Circle, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on December 16, 2025, depicting subject property in its present condition; said photographs are as follows:



Minutes of December 16, 2025  
Mayor and Board of Aldermen



M.B. 111  
12.16.25 Regular

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

#### AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

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

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

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

3. That on December 5, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 303 Meadowood Circle, (Tax Map Parcel 06110-04-068.000), Long Beach, Mississippi, assessed to Rodney Robison, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 16, 2025, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 16, 2025.

This the 16th day of December, 2025.

  
EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 16<sup>th</sup> day of December, 2025,



NOTARY PUBLIC

Stacy Dahl

The Mayor opened the floor for comments from the property owner Rodney Robison, 303 Meadowood Circle, Long Beach. The property owner was absent from the public hearing. Whereupon Alderman Frazer made motion seconded by Alderman McGahey and unanimously carried to close the public hearing.

\*

\*

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

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 16<sup>th</sup> day of December, 2025, the following Resolution:

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

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

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

**WHEREAS**, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows: 303 Meadowood Circle, Long Beach, Mississippi (Map Parcel #06110-04-068.000), assessed to Rodney Robison.

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

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

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

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

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

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

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joey Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McGahey	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 16<sup>th</sup> day of December, 2025.

APPROVED:

  
Tim Pierce, Mayor

ATTEST:

  
Emma Ward, City Clerk

\* \* \* \* \*

## Minutes of December 16, 2025 Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, were 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 December, 2025, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

\*\*\*\*\*

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

\*\*\*\*\*

There were no announcement, presentations, or proclamation.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Giuffria and unanimously carried to suspend the rules and amend the municipal docket to move #18 Insurance Proposal -Recreation Department; Brown & Brown up to #1 under New Business to allow Mr. Tom Sawyer to address the board before he was needed at another appointment.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the Regular and Executive Session Minutes of the Mayor and Board of Aldermen dated December 2, 2025, as submitted.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve Planning and Development Regular Minutes dated December 11, 2025, with exception of the variance at 116 4<sup>th</sup> Street, submitted by DAP

**Minutes of December 16, 2025  
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Properties, LLC. It was also noted for the record that the previously denied tree removal at 159 Markham Drive submitted by Emmett Acker would be taken up later in the course of this meeting.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed on Docket of Claims number 121625, as submitted.

\*\*\*\*\*

There came on for discussion unfinished business regarding the Storage Container Ordinance. Alderman McCaffrey provided each Alderman a copy of some ideas for the Ordinance at the December 2, 2025. After considerable discussion Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to schedule a Work Session for January 27, 2026 at 5:00 pm in the Long Beach City Hall Meeting Room.

\*\*\*\*\*

It came on for consideration the Insurance Proposal submitted by Brown & Brown for the Recreation Department. Alderman Frazer made motion seconded by Alderman Giuffria and unanimously carried to accept the following proposal and authorize the Mayor to execute same:



**B** **Brown & Brown**  
INSURANCE\*

**Proposal Prepared For  
City of Long Beach – Recreation Department**

**Policy Term**

December 5, 2025 to December 5, 2026

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

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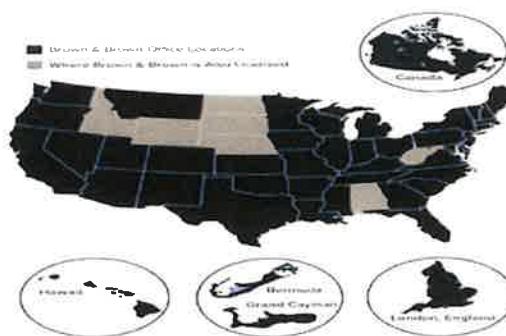
### Who We Are

We are Brown & Brown Insurance. As one of the largest insurance brokerages in the world, we work to deliver innovative solutions that help to protect what you value most.

Our team is as connected nationally as it is locally, providing the personalized service of a local agency and the exceptional capabilities that bring the peace of mind you expect from a national brokerage firm. We understand that the only constant is change and look ahead for changes that may impact your industry and business, so you can be ready for tomorrow's risks—today.

Our portfolio of products and services include insurance, reinsurance, risk management, employee benefits administration, managed health care programs, and more. We have been providing solutions to businesses, public entities, individuals, trade and professional associates for more than 80 years.

Since 2004, Brown & Brown has been designated as a Mergent's Dividend Index Achiever. This distinct honor is based on a record of 10 or more consecutive years of dividend increases, which has been achieved by less than 3% of U.S. listed dividend-paying companies.



#### Snapshot

Number of Offices 300+  
Teammates 10,000+  
Total Managed Premium \$20B  
Publicly Traded NYSE:BRO

Established in 1939  
In Daytona Beach, Florida

Annual Revenues of \$2 Billion, operating across the United States, as well as London, Ontario, and Bermuda

Networks of affiliated agencies with programs developed and marketed by Brown & Brown are available in all 50 states, DC, Puerto Rico and the Virgin Islands

We also have International Market Capabilities

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract, or complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

3 of 10

We pride ourselves on our ability to couple national strength with local, personalized service. Our Brown & Brown of MS, LLC based team is as connected to the more than 10,000 teammates across Brown & Brown and our team of companies as it is here in our community.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both big and small.

We believe that our teammates and the relationships they form with our customers are our strength. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

#### Service Team – Brown & Brown of MS, LLC

Name	Role	E-mail	Business Phone
Tom Sawyer	Account Executive	tsawyer@bbgulfstates.com	(228)679-5974
Samantha Gunter Wilson	Account Representative	swilson@bbgulfstates.com	(337)266-5643

### Named Insured: City of Long Beach Recreation Department

This list includes all the named insureds we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### General Liability – Markel Insurance Company

This liability insurance provides for payment on behalf of the Insured, of all sums which the Insured shall become legally obligated to pay because of bodily injury or property damage caused by an occurrence, subject to the policy terms and conditions. Such coverage is extended to insured premises, operations, products and completed operations. Coverage will pay sums which the Insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies.

LIABILITY	LIMITS
General Aggregate	\$3,000,000
Products / Completed Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000
Medical Expense (for non-members)	\$5,000
Abuse or Molestation	\$1,000,000 per person \$2,000,000 Aggregate

AUDITABLE: No

CLAIMS BASIS: Occurrence: The Carrier at the time of the occurrence will be liable.

DEDUCTIBLE: \$0 per occurrence

#### ENDORSEMENTS/EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

MIC INVOICE(I01/95)	Market Insurance Company Invoice
MJIL1000(I06/10)	POLICY JACKET
MDGL1500(I03/14)	COMMERCIAL GENERAL LIAB POLICY DECLARATIONS
CG0000(I01/13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0196(I05/10)	EXCLUSION: ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
CG2133(I11/85)	EXCLUSION: ADDITIONAL INSURED DUST EXCLUSION
CG2135(I0/01)	EXCLUSION: COVERAGE C-MEDICAL PAYMENTS
CG2149(I09/98)	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2170(I01/15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2176(I01/15)	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF
CG2196(I03/05)	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2400(I01/98)	PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINE
CG2550(I01/15)	EXCLUSION: CERTIFICATION OF CERTIFIED ACTS OF TERRORISM COVERAGE
MGL1238(I03/14)	ADDITIONAL INSURED SIGHTS AND SERVICES
MGL1239(I03/14)	BLANKET ADDITIONAL INSURED ENDORSEMENT
MGL1262_MS(I08/14)	MISSISSIPPI ABUSE OR MOLESTATION COVERAGE
MGL1280(I08/14)	AMENDED DUTIES & REPRESENTATIONS CONDITIONS
MGL1307(I03/14)	SEXUALLY TRANSMITTED DISEASE EXCLUSION
MGL1321(I01/16)	EXCLUSION: UNMANNED AIRCRAFT
MGL1321(I08/95)	TRAMPOLINE EXCLUSION
MGL1321(I0/03)	CANCELLATION PROVISIONS & SEASONAL RISKS
MIL005(I01/14)	MISSISSIPPI CHANGES ENDORSEMENT
MIL1207(I05/15)	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
MIL1301(I03/14)	EXCLUSION: FUNGI OR BACTERIA
IL0017(I11/98)	COMMON POLICY CONDITIONS
IL0021(I09/08)	NUCLEAR ENERGY LIABILITY EXCLUSION
IL0282(I09/08)	MISSISSIPPI CHANGES CANCELLATION & NONRENEWAL
MIL1214(I09/17)	TRADE OR ECONOMIC SANCTIONS
MIL1214(I09/15)	EXCLUSION: LEAD LIABILITY
MPIL1007(I03/14)	PRIVACY POLICY
MPIL1083(I04/16)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL

#### CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- Policy excludes injuries to employees that would be covered under Workers' Compensation.
- Alcohol and Drug related claims excluded.
- Trampoline and Springboards excluded.
- Punitive damages excluded.
- Liability protection extends to the premises or facilities only while City of Long Beach Recreation Department leagues are participating in sponsored functions.
- If City of Long Beach Recreation Department owns the premises or facilities, or is contractually responsible for the property on a 24-hour basis according to the terms of their lease, you will need to purchase the Premises Liability 24-Hour coverage. This endorsement would provide liability coverage to their facility on a 24-hour basis (i.e., when their teams are not on the field).
- If any facility owner or field owner requires adding them onto the liability policy as an additional insured, there is no charge under this program to extend the policy to cover them. However, if the additional insured requires special wording or requests a hold harmless or other agreement to be attached to the policy, there may be an additional charge depending on the nature of the request.
- Subject to receipt of signed Terrorism Form if electing terrorism coverage.
- \$750 Minimum Earned Premium.

**Employment Practices Liability Coverage is NOT afforded under this policy. This coverage may be available upon your request.**

**Estimated Annual Premium: \$ 5,248.00**

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

**Accident Coverage - Markel Insurance Company**

One of the requirements of this program is that you obtain signed waivers and releases from all participants or their guardians.

Accident Coverage	Limits
Accidental Medical & Dental Expense Limit Aggregate	\$ 100,000
Accidental Death & Dismemberment Limit	\$5,000
Aggregate Limit per Accident	\$1,000,000
Benefit Period:	52 Weeks from date of Injury
Claims Basis:	Full Excess
Sublimits:	
Chiropractic/Physical Therapy subject to a \$50 per visit limit	\$2,000 injury maximum
Durable Medical Equipment	\$1,000 per injury
Prescription Drugs	\$1,000 per injury

**DEDUCTIBLE:**

\$250 per Youth Participant/ per injury

ENDORSEMENTS/EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

MIC INVOICE(01/95)	Markel Insurance Company Invoice
M-8R100(01/96)	BLANKET SPECIAL RISK A&H POLICY
MSR101(01/96)	SCHEDULE OF INSURANCE
MIL1214(09/17)	TRADE OR ECONOMIC SANCTIONS
MPIL1007(03/14)	PRIVACY POLICY
MPIL1083(04/15)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL
MSR-CF-BOLL(08/15)	SPECIAL RISK CLAIM FORM - BOLLINGER 52 WEEK
MSR128(01/04)	2004 ACCIDENT DEFINITION
MSR128(01/96)	HMO/PPO NOT COVERED
MSR128(03/96)	CORRIDOR DEDUCTIBLE DEFINITION
MSR128-ADI(03/96)	MIC ADDRESS CHANGE
MSR128-ASI(03/07)	AMENDATORY ENDORSEMENT - BOLLINGER LIMITATION
MSR128-BP(08/00)	BENEFIT PERIOD
MSR128 MS(04/96)	MISSISSIPPI AMENDATORY ENDORSEMENT
MSR200(01/95)	COORDINATION OF BENEFITS FOR ACCIDENT MEDICAL EXPENSE
PN-MEP(02/09)	NOTICE TO POLICYHOLDER - MINIMUM PREMIUM

CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- Obtain signed waivers from all participants or their guardians.
- Medical treatment for a covered injury must commence within 60 days of the date of injury.
- \$350 Minimum Earned Premium.
- Policy written Full Excess. Claims should be first submitted to claimant's other insurance or health care plan. If there is no other applicable insurance or health care plan, this policy becomes primary.
- Policy excludes injuries to employees that would be covered by Work Comp

TOTAL ANNUAL ESTIMATED PREMIUM: **\$4,986**

**Proposal Premium Summary**

Line of Business	Expiring Premium	Renewal Premium
General Liability	\$ 5,080.00	\$ 5,248.00
Terrorism Coverage	\$100.00	\$100.00
Accident Coverage	\$ 4,816.00	\$ 4,986.00
<b>Total</b>	<b>\$9,996.00</b>	<b>\$10,234.00</b>

*This quote is valid for (30) days or until the proposed effective date, whichever is first.*

**Payment Plans**

Payment in full to Brown & Brown

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

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**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

**A. M. Best**

**A. M. Best Rating of Proposed Carriers**

Line of Business	Insurance Company	Rating	Admitted/ Non-Admitted
Accident	Markel Insurance Company	A XV	Admitted
General Liability	Markel American Insurance Company	A XV	Admitted

**General Rating**

Rating Categories	Rating Symbols
Superior	A+ to A++
Excellent	A to A-
Good	B+ to B++
Fair	B to B-
Marginal	C+ to C++
Weak	C to C-
Poor	D

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

**Financial Size Category**

Class	Range (\$ in Thousands)
Class I	Up-\$1,000
Class II	\$1,000-\$2,000
Class III	\$2,000- \$5,000
Class IV	\$5,000-\$10,000
Class V	\$10,000-\$25,000
Class VI	\$25,000-\$50,000
Class VII	\$50,000-\$100,000
Class VIII	\$100,000-\$250,000
Class IX	\$250,000-\$500,000
Class X	\$500,000-\$750,000
Class XI	\$750,000-\$1,000,000
Class XII	\$1,000,000-\$1,250,000
Class XIII	\$1,250,000-\$1,500,000
Class XIV	\$1,500,000-\$2,000,000
Class XV	\$2,000,000-Greater

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholder's surplus conditional or Technical reserve Funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities (\$ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown. Brown & Brown does not guarantee financial condition of the insurers listed above.

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract, or complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

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**Compensation Disclosure**

**Compensation.** In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned or controlled by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to a separate contract with us or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business for particular lines of coverage. Contingent payments may be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitational to propose products and prices for your insurance coverage to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, meetings and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain on premiums you pay from the date we receive them until the date of premium are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc. but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide other services, including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company and/or insured. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

**Questions and Information Requests.** Should you have any questions, or require additional information, please contact this office at or, if you prefer, submit your question or request online at <http://www.bbininsurance.com/customerinquiry/>.

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract, or complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

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## Minutes of December 16, 2025

### Mayor and Board of Aldermen

\*\*\*\*\*

It came on for discussion the action of the Planning and Zoning Commission denying the tree removal at 159 Markham Drive submitted by Emmett Acker in the Planning and Zoning Commission minutes early in the course of this meeting. After considerable discussion Alderman McCaffrey made motion seconded by Alderman McGaugh and unanimously carried to approve the removal of the tree and to amend the decision of the Planning and Development Commission.

\*\*\*\*\*

It came on for discussion setting a joint work session of the Board of Alderman and the Short-Term Rental Committee to discuss ordinance and expectations of the committee members. Alderman Frazer made motion seconded by Alderman McGaugh and unanimously carried to schedule the work session for Tuesday, January 27<sup>th</sup>, 2026, at 5:00 PM in the Long Beach City Hall Meeting Room.

\*\*\*\*\*

Alderman Bennett made motion seconded by Alderman Bonds and unanimously carried to accept the termination of the office Space Lease with Overstreet and Associates as follows and authorize the Mayor to execute same:



overstreetlong.com  
161 Jeff Davis Ave, Suite 203  
Biloxi, MS 39530  
228.967.7137

December 3, 2025

City of Long Beach  
PO Box 929  
Long Beach, MS 39560

RE: Cancellation of lease

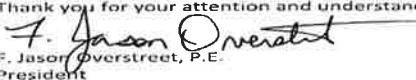
Dear Mayor Pierce,

I am writing to request and confirm a mutual agreement to terminate the lease for the office space located in City Hall at 201 Jeff Davis Ave, Long Beach, MS 39560, originally signed on August 6, 2024, and scheduled to end on September 1, 2026.

After discussing the situation, both parties have agreed that ending the lease early is in our mutual best interest. Therefore, I respectfully request written confirmation that:

1. The lease will be terminated effective December 1, 2025
2. Neither party will incur additional penalties, fees, or obligations beyond those specified in our agreement.
3. Both parties release each other from further responsibilities under the lease after the effective termination date.

I appreciate your cooperation and willingness to work together on this matter. Please sign below to indicate your agreement.

Thank you for your attention and understanding.  
  
 F. Jason Overstreet, P.E.  
 President

**Landlord/Property Manager Confirmation**  
 I, Tim Pierce, Mayor City of Long Beach agree to the mutual termination of the lease for the office space at 201 Jeff Davis Ave, Long Beach, MS 39560 effective December 1, 2025, under the terms outlined above.

Signature:   
 Date: 12-16-25

Biloxi | Long Beach | Pascagoula | Daphne

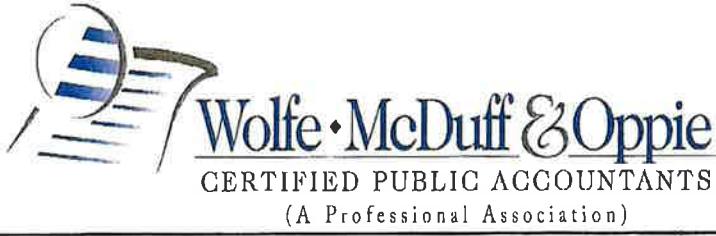
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## Minutes of December 16, 2025

### Mayor and Board of Aldermen

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It came on for consideration the engagement letter with Wolfe, McDuff, & Oppie for the year ending September 30, 2025 audit. Alderman McCaffrey made motion seconded by Alderman McGoe and unanimously carried to accept the following terms as submitted and to authorize the Mayor to execute same:



Michelle Oppie Gist, CPA

Julia Whitley Johnson, CPA

Jesse J. Wolfe, CPA (1927-2009)

Grover B. McDuff, CPA (1923-2016)

Jack A. Oppie, CPA (1960-2014)

3103 Pascagoula Street • Pascagoula, MS 39567 • Phone: 228-762-6348 • Fax: 228-762-4498 • [www.wmocpas.com](http://www.wmocpas.com)

November 21, 2025

To the Board of Aldermen and Management  
City of Long Beach, Mississippi  
201 Jeff Davis Highway  
Long Beach, MS 39560

We are pleased to confirm our understanding of the services we are to provide for the City of Long Beach, Mississippi for the year ended September 30, 2025.

#### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Long Beach, Mississippi as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Long Beach, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Long Beach, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 1) Budgetary Comparison Schedule
- 2) Schedule of City's Proportionate Share of the Net Pension Liability
- 3) Schedule of City's Contributions – (PERS)
- 4) Schedule of City's Proportionate Share of the Net OPEB Liability
- 5) Schedule of City's Contributions – (OPEB)

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Long Beach, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.

*Membership in:*

American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants  
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center



## Minutes of December 16, 2025

### Mayor and Board of Aldermen

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition
- Management override of controls

We may, from time to time and depending on the circumstances, use third party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Long Beach, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City of Long Beach, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Long Beach, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Long Beach, Mississippi in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

(including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Long Beach, Mississippi; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wolfe, McDuff & Oppie, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wolfe, McDuff & Oppie, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michelle Oppie Gist, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January 15, 2026.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

#### Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Aldermen and Management of the City of Long Beach, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform *Guidance* report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe

the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform *Guidance*. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Long Beach, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Wolfe, McDuff & Oppie*

Wolfe, McDuff & Oppie, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Long Beach, Mississippi.

Management signature: *Emmal Ward*  
 Title: *City Clerk*  
 Date: *12-10-25*

Governance signature: *Mayor*  
 Title: *Mayor*  
 Date: *12-10-25*

\* \* \* \* \*

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 16th day of December, 2025, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**A RESOLUTION OF THE CITY OF LONG BEACH, (CITY) REQUESTING PAYMENT OF CONSTRUCTION AND RELATED COST OF LONG BEACH DISC GOLF PROJECT IN LONG BEACH, HARRISON COUNTY, MISSISSIPPI.**

WHEREAS, the CITY OF LONG BEACH (CITY) and HARRISON COUNTY, MISSISSIPPI (COUNTY) entered into an agreement to share cost associated with the construction of Long Beach Disc Golf Project located within the city limits of Long Beach, and

WHEREAS, Construction is anticipated in 2026, and Harrison County has agreed to share specific cost associated therewith, and

WHEREAS, the COUNTY agreed to share cost in the amount equal to eight thousand, four hundred, sixty dollars, and no cents (\$8,460.00) as evidenced by the minutes of the Harrison County, Mississippi Board of Supervisors Meeting dated \_\_\_\_\_.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED by the Mayor and Board of Aldermen of the City of Long Beach, as follows:

SECTION 1. That the COUNTY by resolution agreed to pay cost of equipment and related cost of Long Beach Disc Golf Project, as identified in exhibit "A" attached hereto and

SECTION 2. That pursuant to the agreement the COUNTY authorize and pay monies in the amount of \$8,460.00 as shown in exhibit "A".

Alderman Frazer made a motion to adopt, seconded by Alderman McGahey the adoption of the foregoing Resolution and the question being put to a roll call vote, the result was as follows:

Alderman Bennett	voted	Aye
Alderman Allen	voted	Aye
Alderman Giuffria	voted	Aye
Alderman Frazer	voted	Aye
Alderman McCaffrey	voted	Aye
Alderman Bonds	voted	Aye
Alderman McGahey	voted	Aye

This motion to adopt the Resolution, having received the vote shown above was therefore declared carried.

This the 16<sup>th</sup> day of December, 2025.

APPROVED:



Timothy I. Pierce, Mayor

ATTEST:



Emma Ward, City Clerk

**SEAL THE DEAL FISHING**

#### QUOTE

Attention: Jesse Allen, Tim Pierce, & Donald Frazer

Date: 12/5/25

601-569-9387  
sealtheleafishing@gmail.com

Project Title: Long Beach Disc Golf Project

2329 Holder Road

Vancleave, MS 39565

Description	Quantity	Unit Price	Cost
Chainstar Pro Baskets	18	\$470.00	\$8,460.00
		Subtotal	\$8,460.00
		Shipping	
		Tax	\$0.00
		Total	\$8,460.00

Thank you for your business. I did not include shipping or taxes. Once final destination address is submitted, shipping costs can be calculated.

Sincerely yours,

Seal The Deal Fishing

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

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Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Event Application and Fee Waiver submitted by Long Beach Chamber of Commerce for Touch a Truck:



#### SPECIAL EVENT APPLICATION

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

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

#### SUMMARY OF EVENT

Event Title: TOUCH A TRUCK

Please give a brief description of the proposed event:

Annual free event for community

Event Day (s) & Date (s): March 14<sup>th</sup> Event Time (s): 10 am - 1pm

Set-Up Date & Time: March 14<sup>th</sup> 7 am Tear-Down Date & Time: 1pm

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

Event Location Description: Jeff Davis Ave (2nd to Hwy 90)

Sponsoring Organization's Legal Name: Chamber of Commerce

Organization Agent: Anna Claire

Phone: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: 601 278 2683 During Event

Agent's Address: \_\_\_\_\_

Agent's E-mail Address: annaclaire@mscoastchamber.com

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

How many years has this event occurred? 11 years

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

**STREET CLOSURES:** Start Date/Time: 7 am Through Date/Time: 1 pm

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

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

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

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

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

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

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

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

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

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

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

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

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

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

police dept shut down roads

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

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

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

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

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

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

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

12/19/25

Courtney Cuevas-Welch

Date

Signature of Sponsoring Organization's Agent

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

Event Title: Touch A Truck

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

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

Police Dept: Q Recommended Approval: YES NO Est. Economic Impact: \$       

Fire Dept: B Recommended Approval: YES NO Est. Economic Impact: \$       

Public Works: M Recommended Approval: YES NO Est. Economic Impact: \$       

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

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

Have businesses been notified for street closures?:        YES        NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received:

Insurance Approved:

Board of Aldermen Approved:        Denied:       

\* \* \* \* \*

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Event Application submitted by Courtney Cuevas-Welch for the 4th of July Jubilee:

# Minutes of December 16, 2025

## Mayor and Board of Aldermen



### SPECIAL EVENT APPLICATION

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

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

#### SUMMARY OF EVENT

Event Title: 4th of July Jubilee

Please give a brief description of the proposed event:

festival, parade, block party & fireworks

Event Day (s) & Date (s): 6/27/26 Event Time (s): all day

Set-Up Date & Time: 6/27/26 Tear-Down Date & Time: \_\_\_\_\_

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

Event Location Description: town green, parade route, beach for fireworks

Sponsoring Organization's Legal Name: City of Long Beach

Organization Agent: Courtney Welch

Phone: 863-1556 Home: \_\_\_\_\_ Cell: \_\_\_\_\_ During Event

Agent's Address: 201 Jeff Davis Ave

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

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

How many years has this event occurred? 3 years

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

**STREET CLOSURES:** Start Date/Time: \_\_\_\_\_ Through Date/Time: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

If yes, how many? 2 by stage

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

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

*stage, barricades, trash cans*

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

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

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

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

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

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

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

*12/8/25*

Date

*[Signature]*  
Signature of Sponsoring Organization's Agent

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

**Event Title:** *4th of July Jubilee*

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

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

Police Dept: *[Signature]* Recommended Approval:  YES  NO Est. Economic Impact: \$

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

Public Works: *[Signature]* Recommended Approval:  YES  NO Est. Economic Impact: \$

Traffic Eng: *[Signature]* Recommended Approval:  YES  NO Est. Economic Impact: \$

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

I have businesses been notified for street closures?: YES  NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received:

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

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Alderman Bonds made motion seconded by Alderman McGoe and unanimously carried to approve the following Special Event Application and Fee Waiver submitted by Long Beach Main Street for the Sea Santa Sail-A-Bration Parade:

**CITY OF Long Beach**  
**SPECIAL EVENT APPLICATION**

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

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

**SUMMARY OF EVENT**

**Event Title:** Sea Santa Sail-A-Bration Parade  
**Please give a brief description of the proposed event:**  
Annual boat parade with activities at town green

**Event Day (s) & Date (s):** 12/5/26 **Event Time (s):** 5:15 pm  
**Set-Up Date & Time:** 12/5/26 **Tear-Down Date & Time:** 12:00 pm

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

**Event Location Description:** town green to parade route

**Sponsoring Organization's Legal Name:** Long Beach Main Street

**Organization Agent:** Courtney Welch

**Phone:** \_\_\_\_\_ **Home:** \_\_\_\_\_ **Cell:** 251-2191 **During Event**

**Agent's Address:** \_\_\_\_\_

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

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

**How many years has this event occurred?** 13 years

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

**STREET CLOSURES:** Start Date/Time: 12/16 4:50 Through Date/Time: end of parade

**RESERVED PARKING:** Are you requesting reserved parking?  YES  NO  
(may be for Coke truck at town green)  
If yes, list the number of street spaces, city lots or locations where parking is requested: is wet  
parking spots on 4th St.

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

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

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

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

**ATTENDANCE:** What is expected (estimated) attendance for this event? 500

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

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

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

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

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

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

*Stage by barnacles*

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

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

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

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

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

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

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

*12/18/25*

Date

*Whitney*  
Signature of Sponsoring Organization's Agent

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

**Event Title:** *Sea Santa Sail A Bration*

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

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

Police Dept: *D* Recommended Approval: YES NO Est. Economic Impact: \$       

Fire Dept: *PA* Recommended Approval: YES NO Est. Economic Impact: \$       

Public Works: *N* Recommended Approval: YES NO Est. Economic Impact: \$       

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

Parks/Rec: *RK* Recommended Approval: YES NO Est. Economic Impact: \$       

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any special requirements/conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance/Indemnification Received: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Carnival Association of Long Beach for the Mardi Gras Parade:



#### SPECIAL EVENT APPLICATION

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

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

#### SUMMARY OF EVENT

Event Title: Carnival Assn. of Long Beach Mardi Gras Parade

Please give a brief description of the proposed event:

Annual Mardi Gras parade in Long Beach.

Event Day (s) & Date (s): Feb. 7, 2026 Event Time (s): 6pm

Set-Up Date & Time: \_\_\_\_\_ Tear-Down Date & Time: \_\_\_\_\_

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

Event Location Description: City roads

Sponsoring Organization's Legal Name: Carnival Association of Long Beach

Organization Agent: Billy Seal

Phone: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: 228-363-2834 During Event

Agent's Address: \_\_\_\_\_

Agent's E-mail Address: \_\_\_\_\_

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

How many years has this event occurred?

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

**STREET CLOSURES:** Start Date/Time: \_\_\_\_\_ Through Date/Time: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

If yes, how many? at line up

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

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

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

Police Dept. assistance with road closures.

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

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

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

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

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

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

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

12/12/2025

Anna Stirrat

Date

Signature of Sponsoring Organization's Agent

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

**Event Title:** Long Beach Mardi Gras Parade

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

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

Police Dept: u Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Fire Dept: K Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Public Works: TD Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

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

Parks/Rec: ZV Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

\_\_\_\_\_

\_\_\_\_\_

Any special requirements/conditions:

\_\_\_\_\_

\_\_\_\_\_

Insurance/Indemnification Received: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

## Minutes of December 16, 2025 Mayor and Board of Aldermen



It came on for discussion House Bill 1197 regarding the new Safe Solicitation Act that went into effective July 1, 2025. After considerable discussion Alderman McCaffrey made motion seconded by Alderman McGoe and unanimously carried to OPT out of the bill and to direct City Attorney Steve Simpson to draft a resolution opting the City out of the bill.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to appoint Fire Chief Griff Skellie as the Harrison County 911 Commissioner for the City of Long Beach.

It came on for discussion the Revisions to Internation Building Code Ordinance whereupon Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to remove this item from the agenda.

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

There came on for consideration the agreement by and between Long Beach Main Street and Mississippi Main Street Association whereupon Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to pay the membership in the amount of \$5,000 and to authorize the Mayor to execute same:

DocuSign Envelope ID: 4DD0E706-62D4-4E90-B1B8-8F0F1C9D16A8



#### 2026 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION NETWORK COMMUNITY

**THIS AGREEMENT** is entered into and executed by the Mississippi Main Street Association ("MMSA") and LONG BEACH MAIN STREET, hereinafter referred to as the "local program."

**THIS AGREEMENT** is for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Network Community. In consideration of the executed agreement, the parties agree to the following terms and conditions:

##### **SECTION I. MMSA AGREES TO:**

1. Designate the MMSA Director of Community Services to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will facilitate the process of meeting Network Community benchmarks and advancing toward Designated Community membership and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street 101 training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Provide access to online training in the Main Street Approach™.
4. Provide trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors' Retreat, which is required to be attended by the local program director.

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6. Provide an annual calendar with the dates and locations of MMSA-approved trainings, workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.
7. Provide one on-site work session, as requested by the local program director, for the development of vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide Main Street America Member Hub, an online community forum in partnership with the National Main Street Center, as a resource for local programs.
9. Facilitate and promote ongoing marketing of MMSA and its individual local programs.
10. Provide and grant each Network Community use of the official MMSA Network Community logo and other promotional materials with MMSA branding.
11. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
12. Provide legislative education and advocacy for Main Street at the state and national level.
13. Collect economic development data from local programs and publish statewide economic development statistics in an annual report to members and investors.

##### **SECTION II. THE LOCAL PROGRAM AGREES TO:**

1. Be in good standing with MMSA: pay all dues and fees, submit all reports and information (including both semi-annual online report(s) on time, and participate in three MMSA trainings for the previous calendar year, as well as send the local program director to the annual Directors' Retreat).
2. The local program director shall earn three training credits for attending MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.

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### Mayor and Board of Aldermen

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5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach™ recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program and that includes projects centered around the community's transformation strategies.
7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a local program director who spends at least 20 hours per week implementing the Main Street program in the community. The local program director shall serve as the primary point of contact for all MMSA-related matters. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy. In addition, during any vacancy, the local program shall provide MMSA with an interim primary point of contact (e.g., board president) for all MMSA-related matters.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Include the MMSA Network Community logo on website, print and electronic newsletters, and all MMSA grant-funded project marketing materials according to the brand guidelines established and provided by MMSA.
11. Be a General Community Member in good standing with the National Main Street Center.
12. Provide the MMSA Director of Communication and Marketing with your annual event calendar as well as news of your local program's projects and accomplishments so that MMSA may promote them.
13. Agree to not make any false or malicious statements, either written or oral, or cause or encourage others to make any statements, regarding MMSA, its operations, policies, practices, services, or current and former officers, directors, staff, consultants, and representatives. Any personal issues should be privately and directly communicated to the Executive Director.
14. Include MMSA staff in the hiring and selection process of new local program directors.

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15. File all applicable IRS forms in accordance with state and federal tax laws to remain in good standing with both state and federal agencies.
16. Submit Payment of 2026 MMSA dues by January 30, 2026.
17. Complete the annual Director's Survey (online) with required attachments no later than Oct 30, 2026.

#### **SECTION III. MMSA AND THE LOCAL PROGRAM JOINTLY AGREE THAT:**

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA Executive Director.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2026, and expiring on December 31, 2026. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA Executive Director.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. Both parties shall jointly indemnify and hold each other and their respective employees, officers, directors, and assigns harmless from and against all activities, losses, costs, liabilities, claims, damages, and expenses of every kind and character.
6. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in full force and effect.
7. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
8. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.

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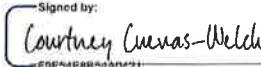
## Minutes of December 16, 2025

### Mayor and Board of Aldermen

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9. Network Community members of MMSA are committed to building capacity and capital to become a Designated Community within one to two years from the date of application approval. Network Communities may apply for Designated Community status after proving capacity for at least one year (and a maximum of two years). The financial commitment to become a Designated Community is estimated to be \$10,000 the first year, \$9,000 the second year, \$8,000 the third year, and \$2,650 annually thereafter, as well as operational expenses that includes the director's salary and benefits, office expenses, training, travel, etc. (the average program budget is \$145,000 annually).
10. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA), the Network Community program may no longer be eligible for services.
11. If Network benchmarks are not met for two years, the program will not be eligible to apply for Community Designation. The organization will have the option to continue membership at MMSA's Associate Member level. A waiting period of two years will be required before the community may apply for Network Membership again.

**IN WITNESS WHEREOF**, the following parties have executed this agreement:

By:   
 Courtney Cuevas-Welch  
 Main Street Director

12/5/2025

Date

  
 Tim Pierce  
 Local Board President or Chief Elected Official

12-16-25

Date

Jeannie Waller Zieren, Executive Director  
 Mississippi Main Street Association

Date

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\* \* \* \* \*

It came on for discussion the Mississippi Humanities 250 Grant that the was recently awarded to the City. Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried accept the grant and to approve the \$5,000 match for the 4<sup>th</sup> of July Jubilee as submitted and authorize the Mayor to execute same:

# Minutes of December 16, 2025

## Mayor and Board of Aldermen



Dec 8, 2025

Courtney Cuevas  
City of Long Beach  
201 Jeff Davis Ave  
Long Beach, MS 39560-6136

RE: Grant Number **MS250-25-015**

Dear Courtney,

It is my pleasure to inform you that the Mississippi250 Grant Committee has approved your proposal for *Long Beach 4th of July Jubilee* and a budget of \$5,000.00. You must provide matching funds of at least \$5,000.00 in cash or in kind, for a total match of at least \$5,000.00. This award is supported with funds from the State of Mississippi.

The Mississippi Humanities Council and the America250 Mississippi Commission must be specifically and fully credited in any printed materials and in all appropriate news releases and accounts. You must give verbal notice at all programs supported by the Mississippi Humanities Council and the America250 Mississippi Commission and on printed materials for those programs.

You will find requirements and instructions for administering the grant and the required forms pertaining to reporting and accounting procedures on the America250 Mississippi grants page: <https://www.mshumanities.org/grants/america250-mississippi-grants/>. Please read these materials carefully and call our office (601-432-6752) if you have questions. You will also find a Regranting Agreement included in this award packet. Please return one copy, signed by you and the authorizing official for your organization, to our office within 5 days to indicate your acceptance of the award. No funds can be released until we have this form on file. Your project may be subject to a Mississippi Humanities Council desk audit; therefore you are advised to carefully file all supporting documentation (invoices and receipts) relating to project expenditures per Section C 1. b. of the Regranting Agreement. In the event of a desk audit, you will be required to submit copies of this documentation to the Council or its designated representative.

You should send a copy of public announcements or publications to your Congressional representatives and local members of the Legislature. We encourage you to email your thanks to our Congressional delegation, as they provide the funding for the Mississippi Humanities Council which administers your grant. Congratulations on receiving an America250 Mississippi grant! We

look forward to seeing the results of your project.

Sincerely,

Carol Andersen  
Assistant Director



### Grant Budget (MHC-1)

Your awarded budget is detailed below. You will need to refer to this budget when you fill out your grant's final report, so please store it somewhere easily retrievable.

	Award	Cost Share Cash	Cost Share In-Kind	Total
Salaries & Wages				\$0.00
Honoraria	\$5,000.00	\$5,000.00		\$10,000.00
Travel				\$0.00
Supplies				\$0.00
Printing & Duplication				\$0.00
Postage & Telephone				\$0.00
Equipment Rental				\$0.00
Facilities Rental				\$0.00
Advertising				\$0.00
Indirect Costs				\$0.00
Other 1				\$0.00
<b>Total</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>		<b>\$10,000.00</b>

Attn: Emma Ward  
City of Long Beach  
201 Jeff Davis Ave  
Long Beach, MS 39560-6136

eward@longbeachms.gov  
(228) 863-1556

City of Long Beach  
EIN:  
UEI:

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### MISSISSIPPI HUMANITIES COUNCIL REGRANTING AGREEMENT

City of Long Beach (grantee) hereby signifies its acceptance of a project grant in the amount of \$5,000.00 entitled *Long Beach 4th of July Jubilee Number MS250-25-015* from the Mississippi Humanities Council, (hereinafter called MHC). The grantee agrees to provide at least \$5,000.00 in matching funds, in cash or in kind, for a total project cost of \$10,000.00. The grant period will extend from 6/1/2026 to 9/30/2026.

#### I. INTRODUCTION

The following provisions are applicable to and binding upon recipients of grants from the Mississippi Humanities Council. The grantee should understand that acceptance of a grant creates a legal duty on the part of the grantee to use the funds in accordance with the terms of the grant and to comply with all provisions and conditions.

It is understood that whenever the MHC finds that the grantee is not complying with the terms and conditions of the grant or has diverted grant funds for purposes other than those for which they were awarded or paid, it shall make no further grants or payments on current grants until the grantee repays or arranges for repayment of the grant funds which have been improperly diverted or expended.

The grantee agrees to administer the project in compliance with the following:

#### A. Cost Principles

1. Only those costs set forth in the project budget, as approved by the Mississippi Humanities Council and attached to this agreement, will be charged to this grant.
2. No funds from this grant will be used to pay indirect costs, commonly referred to as overhead.
3. No funds from this grant will be used to pay costs of alcoholic beverages.
4. Necessary travel expenses will be allowed at a rate not to exceed 70 cents per mile or the current state mileage reimbursement rate for privately owned automobiles. Reasonable rental car expenses will be reimbursed. Reasonable costs of meals shall be reimbursed if receipts are submitted. Lodging shall be reimbursed on the rate of a single room, and receipt is necessary for reimbursement. Air travel within the continental U.S. is allowed at economy rate.

#### B. Cash Requests

Grant recipients will receive their grant award on an advance basis. Once MHC receives this signed grant agreement, it will send 90% of awarded funds. The final 10% of all grants will be paid upon receipt of all required final reports.

#### C. Grant Accounting, Records and Reports

1. a. The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project funds.
- b. The grantee certifies that accounts and supporting documentation (invoices and receipts) relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made by the MHC, or by its designated representative, or by the Department of Finance and Administration or any government entity with authority to do so.
- c. The grantee will maintain records and accounts for this project for a period of not less than three years after the closing of the grant.
2. The grantee agrees to maintain records to demonstrate that cost-sharing contributions are not less than the amount indicated above, or any revision thereof which is approved by the MHC. The grantee further agrees to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit an accurate and expeditious audit.
3. The Budget Form (MHC-1) accompanying this grant agreement is considered a part of the agreement.
4. Within ninety days of the close of the grant period, a final report is to be submitted to the MHC. The report must include:
  - a. The Final Expenditure Report, including Forms MHC-1 and MHC-2.
  - b. The Project Director's Final Report providing a detailed description of the project as it actually occurred.
  - c. Two copies of all audio-visual or literary products resulting from the project.

#### D. Limitations on the Use of Grant Funds

1. Grant funds must be obligated during the grant period. Obligations outstanding as of the official termination date shall be spent within thirty days thereafter.
2. Grant funds may be expended only for project purposes and activities as set forth in the proposal and budget originally approved by the MHC, or as subsequently amended and approved in writing by the MHC. Regrantees may transfer funds among direct cost categories, provided the scope or objectives of the project are not changed. Written requests for amendments must be submitted and approved prior to significant revisions of the following:
  - a. Changes of project scope, purpose, activities, dates and times, or principal participants.
  - b. Changes in the project director, fiscal agent or other professional personnel identified in the approved proposal within 30 days of the change.
  - c. Changes in the project budget which introduce or eliminate categories of expenditures.
  - d. Changes in duration of the grant period. Such changes must be requested at least fourteen days prior to the termination of the grant period.
3. Any funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to the Mississippi Humanities Council.

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

4. All MHC funds, or properties acquired with MHC funds, which are determined after audit and hearing to have been improperly applied, must be returned to the Mississippi Humanities Council.

### **E. Programs supported by the MHC must be open to the public without charge.**

#### **F. Project Income**

1. Revenue resulting from meals, materials, or sources other than the MHC must be applied to the cost of the project and should be reported as "cost-sharing" on the budget form. Any net income earned through project-related activities during the regrant period may be used to cover additional project costs. Income earned from admission or license fees and copyrights after the regrant period may be disposed of by the grantee in any way it chooses.

2. Grantees are not required to maintain advances in interest-bearing accounts. If a grantee chooses to deposit these funds in an interest-bearing account, it may retain the first \$250 in interest earned each fiscal year. Interest earned in excess of this amount on funds advanced should be forwarded to MHC.

#### **G. Collection and Use of Information**

1. Two copies of any printed publication or media product funded by the grant must be furnished to the MHC.

2. **COPYRIGHT:** The Mississippi Humanities Council reserves non-exclusive licenses to use and reproduce, without payment, any publishable matter, including copyrighted matter, arising out of grant activities. This reservation includes any speech, talk, discussion, etc., that is any way a part of the programs covered by this agreement, but does not restrict the originator of such matter from copyrighting, publishing, or otherwise using it, provided that such use is consistent with all other provisions of this agreement.

#### **H. Acknowledgment of Support**

1. All publicity releases, informational brochures, printed programs, and public reports pertaining to the approved grant must acknowledge support in the following form: "This official America250 project was made possible by a grant from the Mississippi Humanities Council, through support from the State of Mississippi."
2. All films, audio and video recordings produced under a MHC grant must include acknowledgment of the MHC support, using the following wording: "This program is made possible in part by the Mississippi Humanities Council through grants from the State of Mississippi."
3. The grantee hereby agrees to publicize the project thoroughly in accordance with the plan set forth in the proposal and utilizing the suggestions provided by the Mississippi Humanities Council.

#### **II. Nonprofit Status**

The Mississippi Humanities Council is authorized to make grants to "groups" and defines a "group" as including "any state or other public agency, and any nonprofit society, organization/institution, association, museum, or establishment, whether or not incorporated." By accepting this grant, the recipient warrants itself to be a "group" qualified under the above definition. It is the responsibility of the grantee to notify the Mississippi Humanities Council promptly of any changes from this status.

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Mississippi Humanities Council Grant Agreement MS250-25-015 | City of Long Beach

#### **III. Modifications**

No person other than the Executive Director of the MHC is authorized to modify any of the terms of this agreement. The MHC shall not be liable for any costs incurred by the grantee which are not in conformance with the terms of this agreement.

#### **IV. Conditions of the Grant**

In making this grant the Mississippi Humanities Council does not assume any liability or responsibility for the actions of the grantee in carrying out the purposes of the grant.

#### **V. Noncompliance**

Failure of the grantee to comply promptly with any and all provisions of this grant agreement shall be deemed sufficient cause for it to be terminated. Such termination shall be effective upon receipt by the grantee of written notice from the MHC.

#### **VI. Nondiscrimination**

MHC grant recipients must execute projects, productions, workshops, and programs in accordance with the following laws, where applicable.

##### 1. Civil Rights Act of 1964 (Title VI, Section 601)

Acceptance of this agreement signifies full compliance with Title VI of the Civil Rights Act of 1964 to the end that no person, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination in any program or activity financially assisted by the Mississippi Humanities Council.

##### 2. Education Amendment of 1972 (Section 901)

No person shall, on the basis of sex, be excluded from participation in, be denied of or be subjected to discrimination under any education program or activity financially assisted by the Mississippi Humanities Council.

##### 3. Rehabilitation Act of 1973 (Section 504)

No otherwise qualified handicapped individual in the United States, as defined in the Rehabilitation Act of 1973, shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of or be subjected to discrimination under any program or activity financially assisted by the Mississippi Humanities Council.

##### 4. Age Discrimination Act of 1975

No person shall on the basis of age be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

##### 5. The Americans with Disabilities Act of 1990

The ADA prohibits discrimination on the basis of disability in employment, state and local government services, places of public accommodation and commercial facilities.

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

**CITY OF LONG BEACH**

*Stuart Rockoff*

Stuart Rockoff  
EXECUTIVE DIRECTOR

*Katherine Sutton*

PROJECT DIRECTOR

12/17/25

DATE

12/8/2025  
DATE

*Katherine Sutton*

AUTHORIZING OFFICIAL

12/17/25

DATE

\*\*\*\*\*

There came on for discussion the following Special Event Application, fee waiver, and request for use of Town Green and Stage submitted by Katherine Sutton for the Gulf Coast Beer & Bacon Festival/Mississippi Heroes fundraiser:



**SPECIAL EVENT APPLICATION**

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

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

**SUMMARY OF EVENT**

Event Title: *Gulf Coast Beer & Bacon Festival*

Please give a brief description of the proposed event:

*Beer & Food Tasting, Tastemakers, Food Trucks, Music, Games, and more. This is a family friendly event.*

Event Day(s) & Date(s): *12/16/25* Event Time(s): *10:00 AM - 4:00 PM*

Set Up Date & Time: *12/15/25 10:00 AM - 4:00 PM* Torn Down Date & Time: *12/16/25 4:00 PM - 10:00 PM*

Event Location:  Town Green / Downtown Economic Public Park / Other: *Long Beach*

Event Location Description:

*Long Beach, California, USA. Located in the heart of the city, the Town Green is a public park with a stage for performances, a food court, and a playground. It is a popular gathering place for locals and tourists alike.*

*Long Beach, California, USA. Located in the heart of the city, the Town Green is a public park with a stage for performances, a food court, and a playground. It is a popular gathering place for locals and tourists alike.*

*Long Beach, California, USA. Located in the heart of the city, the Town Green is a public park with a stage for performances, a food court, and a playground. It is a popular gathering place for locals and tourists alike.*

*Long Beach, California, USA. Located in the heart of the city, the Town Green is a public park with a stage for performances, a food court, and a playground. It is a popular gathering place for locals and tourists alike.*

**ANNUAL EVENT**

Yes  No  Don't Know

Yes <input type="checkbox

## Minutes of December 16, 2025 Mayor and Board of Aldermen

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

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

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

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

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

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

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

Until, e.g., 'what time'.

ATTENDANCE: What is expected (estimated) attendance for this event? (Leave blank if not applicable)

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

• Obtain a job on a permit through the Building Permit Department

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

W. C. T. (C. P. D. H.)

and the  $\tau$  value is considered to be the exhibit of the noncompactness degree of the operator  $A$  in the Banach space  $C_0$  of the bounded sequences of real numbers, which is the only  $l_1$ -complementable Banach space (see [2]).

OTHER REQUESTS: see [Procedure for Other Requests](#) (80-2)

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

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

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

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

Approval of this Special Event may include additional requirements or conditions.

REURN THIS APPLICATION at least ninety (90) days before the first day of the event to: City of Long Beach Mayor's Office - 201 Jeff Davis Ave - P.O. Box 999 Long Beach,



## Minutes of December 16, 2025

### Mayor and Board of Aldermen

\* \* \*

After considerable discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the aforesaid request.

\* \* \* \* \*

It came on for discussion the potential change order for remaining paving work on the Gateway Project Phase II. After considerable discussion Alderman McCaffrey made motion seconded by Alderman McGahey and unanimously carried to approve the following:



P.O. Box 520  
Gulfport, MS 39502  
228.678.7070  
AnderCorp.com

#### **MEMORANDUM**

**To:** City of Long Beach - Board of Aldermen and Mayor Tim Pierce  
**From:** Randall Love – AnderCorp -Construction Manager as Advisor  
**Date:** December 5, 2025  
**Subject:** Potential change order for remaining paving work on the Gateway Phase II project

#### **Overview:**

This memo provides an update on the remaining paving work in the Gateway project area and outlines the funding considerations needed for the upcoming change order. As discussed at the most recent OAC meeting, Mayor Pierce requested that the proposed change order (PCO) for paving be presented to the Board at the December 16 meeting.

#### **Current Funding Status:**

Estimated Available Funds:

- Unallocated Dollars: \$92,742.64
- Owner's Contingency (remaining in Gnarly's contract): \$69,188.32
- Total Potential Available Funding: \$161,930.96

Gnarly's Quote for Remaining Parking Lot Paving: \$233,940.00

Funding Gap: \$72,009.04

Additional Pending Change Order:

- Flagpole lighting – \$3,082.61

#### **Financial Considerations:**

Given the current funding gap and the pending lighting change order, it's recommended that the Board consider retaining a portion of Gateway's contingency rather than fully depleting it. Maintaining a reasonable contingency balance will help ensure the project can absorb unforeseen needs as construction progresses.



P.O. Box 520  
Gulfport, MS 39502  
228.678.7070  
AnderCorp.com

#### **Potential Funding Structure:**

- HUD Funds: \$133,940.00
- Road & Bridge Funds: \$100,000.00

This structure would retain approximately \$27,990.00 in contingency for future project requirements.

#### **Next Steps:**

- Prepare the draft paving change order early next week.
- Coordinate internally to finalize the numbers and confirm the recommended funding allocation.
- A completed PCO package will be submitted before the December 12 deadline for Board consideration at the December 16 meeting. Assuming this is an acceptable approach.

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

 <b>GNARLY</b> CONSTRUCTION		Gnarly Construction, LLC 14111 White Road Gulfport, MS 39503 (228)668-0500					
<b>Change Order Request 02r2 - Asphalt Parking Lot</b>							
Project:	Long Beach Gateway Phase II		<b>Scope Of Work:</b>				
Project #:	24-013		This includes all labor, materials, equipment and supervision as required to demolish and haul off remaining existing asphalt parking lot, cut and fine grade existing subgrade, and pave with 3.5" of asphalt (2" binder & 1.5" surface), modify scope asphalt to 3.5", and stripe parking lot w/ white 4" thermoplastic striping; add 2.5" of crushed concrete to south parking				
Date:	12/5/2025						
Change Reason:	Owner Request						
<b>Subcontractor/Vendor</b> <b>Description</b> <b>Labor</b> <b>Materials</b> <b>Equipment</b> <b>Subcontract</b> <b>Subtotal</b>							
RJG Contracting	Demo & haul existing asphalt					\$ 23,328.00	\$ 23,328.00
RJG Contracting	Cut & fine grade existing dirt					\$ 20,736.00	\$ 20,736.00
RJG Contracting	Add 2.5" of crushed concrete under paving					\$ 39,116.00	\$ 39,116.00
RJG Contracting	Credit to used crushed concrete					\$ (3,492.00)	\$ (3,492.00)
Gulf Pride Paving	3" new asphalt paving					\$ 109,951.00	\$ 109,951.00
Image Striping	Parking lot striping - 162 new spaces					\$ 5,868.00	\$ 5,868.00
						\$ -	\$ -
						\$ -	\$ -
	<b>SUBTOTALS:</b>	\$ -	\$ -	\$ -		\$ 195,507.00	\$ 195,507.00
<b>COST OF WORK:</b> \$ 195,507.00							
Overhead: 5.00%   \$ 9,775.35							
<b>SUBTOTAL:</b> \$ 205,282.35							
GL Insurance: 1.10%   \$ 2,573.34							
Builder's Risk Insurance: 1.50%   \$ 3,509.10							
Bonds: 1.15%   \$ 2,690.31							
Gross Receipts Tax: 3.50%   \$ 8,187.90							
Fee: 5.00%   \$ 11,697.00							
<b>GRAND TOTAL:</b> \$ 233,940.00							
Time Extension Required: <input type="checkbox"/> NO							
Number Of Days Requested: <input type="checkbox"/> 0							
Clarifications & Exclusions:		None					

**RJG Contracting LLC**

PO Box 6428  
 Diberville, MS 39540-6428 USA  
 +12282971418  
 mlbmoran@yahoo.com

**Estimate**

ADDRESS	ESTIMATE      1124		
Gnarly Long Beach Asphalt Parking	DATE      10/21/2025		
<b>SERVICE</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>RATE</b>
Remove existing asphalt		51,840	0.45
Remove +/- 2" of existing dirt, grade to drain and compact.		51,840	0.40
	TOTAL		<b>\$44,064.00</b>

Accepted By

Accepted Date

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

---

#### **Geoffrey Knesal**

---

**From:** Luke <mlbmoran@yahoo.com>  
**Sent:** Friday, November 14, 2025 12:32 PM  
**To:** Geoffrey Knesal  
**Subject:** Re: LBG Asphalt Revisions

The additional 2.5" of stone in the existing would be \$39,116.00 the rest would stay the same as before.

Luke Moran  
RJG Contracting, LLC  
(228) 297-1418

On Nov 14, 2025, at 12:03 PM, Geoffrey Knesal <geoffrey@gnarlyconstruction.com> wrote:

Luke,  
Can you get me price for the below email today please?  
Thanks,

**Geoffrey J. Knesal** | President  
Gnarly Construction, LLC  
Cell: (228)669-8924

**From:** Geoffrey Knesal  
**Sent:** Tuesday, November 14, 2025 4:51 PM  
**To:** Luke <mlbmoran@yahoo.com>  
**Cc:** Justin Shorkley <justin@gnarlyconstruction.com>  
**Subject:** LBG Asphalt Revisions

Luke,

Please shoot me a price for the following revisions:

1. Add 2 1/2" of limestone at the base bid asphalt locations (we're decreasing asphalt thickness from 6" to 3 1/2")
2. At north parking lot (change order area), to accommodate the new 3 1/2" asphalt:
  1. Remove existing 2" asphalt – you already priced this at \$23,328
  2. Remove, fine grade to drain and compact additional 1 1/2" of subgrade – your CO price showed it was for +/-2". Would this CO price still be good for the 1 1/2" we need to remove, or do you need to add to this? CO price should have been only for an additional 1" of cut, so I wasn't sure if this was a typo or not.

Thanks,

---

#### **Geoffrey Knesal**

---

**From:** Luke <mlbmoran@yahoo.com>  
**Sent:** Friday, December 5, 2025 7:51 AM  
**To:** Geoffrey Knesal  
**Subject:** Re: LBG Asphalt Revisions

To use crushed concrete in place of limestone would result in a credit of (\$3,492.00)

Luke Moran  
RJG Contracting, LLC  
(228) 297-1418

On Nov 14, 2025, at 10:32 AM, Luke <mlbmoran@yahoo.com> wrote:

The additional 2.5" of stone in the existing would be \$39,116.00 the rest would stay the same as before.

Luke Moran  
RJG Contracting, LLC  
(228) 297-1418

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Cell: (228)669-8924

**From:** Geoffrey Knesal  
**Sent:** Tuesday, November 14, 2025 4:51 PM  
**To:** Luke <mlbmoran@yahoo.com>  
**Cc:** Justin Shorkley <justin@gnarlyconstruction.com>  
**Subject:** LBG Asphalt Revisions

Luke,

1

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**



**QUOTATION**

#48224CO1R

PROJECT: LONG BEACH GATEWAY PHASE 2 - CHANGE ORDER #1				
DATE: NOVEMBER 13, 2025				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

ASPHALT PAVING - CHANGE ORDER #1				
Deduct - Reduce Binder Course to 2" Base Bid	3,375	SY	\$ (16.90)	\$ (57,037.50)
Deduct - Reduce Surface Course to 1.5" Base Bid	3,535	SY	\$ (4.10)	\$ (14,493.50)
2" Asphalt Binder Course - 19mm ST	5,960	SY	\$ 17.40	\$ 103,704.00
1.5" Asphalt Surface Course - 9.5mm ST	5,960	SY	\$ 13.05	\$ 77,778.00
		<b>TOTAL</b>		<b>\$ 109,951.00</b>

**NOTES**

Prices include labor, equipment and materials.  
Pricing based on performing all paving work in one mobilization to the site.  
Pricing assumes that limestone base under asphalt is to proper grade and density by others.  
Prices DO NOT include fine grading of limestone base. Fine grading can be provided for additional cost.  
Prices DO NOT include sales tax.  
Prices DO NOT include sawcutting.  
Prices DO NOT include testing.  
Prices DO NOT include striping and signage.  
Prices are good for 30 days.

**B. J. Sellers, Jr.**  
Gulf Pride Paving, LLC  
10210 Logan Cline Road  
Gulfport, MS 39503  
Phone: 228-314-7283

\* \* \* \* \*

It came on for consideration the following quote received from All Signs  
dedicating the Long Beach Harbor Master Building to Danny Kaletsch:



**All Signs, Inc.**  
PO Box 6265  
Gulfport, MS 39506-6265  
Ph: (228) 897-9100  
FAX: (228) 897-9199  
Email: MHage@AllSignsGulfport.com  
Web: http://www.allsignsgulfport.com  
Mailing Address:  
PO Box 6265  
Gulfport, MS 39506-6265

**Estimate #: 16380**

Page 1 of 2

Created Date:	11/21/2025 12:01:13PM	Prepared For:	Long Beach, City of Courtney Cuervas	
Salesperson:	Michael Hage mhage@allsignsgulfport.com	Contact:	(228) 883-1556	
Email:		Office Phone:		
Office Phone:	(228) 897-9100	Email:	courtney.cuervas6@gmail.com	
Business Fax #:	(228) 897-9199	Address:	Accounts Payable P.O. Box 929 Long Beach, MS 39560	
Entered by:	Bret Turner			
<b>Description: Cast Bronze Plaque Harbor Master</b>				
<b>1</b>	<b>Product: Sourced Goods</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Subtotal</b>
	Description: We would like to order a 12x24 bronze plate with the following information on it.	1	\$1,632.60	\$1,632.60
<p style="text-align: center;">"CITY OF LONG BEACH HARBOR MASTER BUILDING Dedicated in Honor of DANNY KALETSCHE Harbor Master This building is dedicated in gratitude for his exemplary service, commitment, and years of dedication to the City of Long Beach Harbor Dedicated this _____ day of _____ 2025 Mayor Tim Pierce Board of Aldermen City of Long Beach, Mississippi"</p>				
<p>Product Line: Precision Plaques  Material: Bronze  Style: Precision Plaques - Rectangular/Custom Plaques  Width: 12"  Height: 24"  Depth: 1"  Plaque Environment: Outdoors  Copy Finish: Relief Copy - Brushed Edge Finish  Standard Painted Edges  Recessed Color: Maroon (2240)  Relief Color: N/A  Includes Braille: No  Background Texture: Leatherette</p>				

Print Date: 11/21/2025 12:10:48PM

"Signs of All Kinds"

M.B. 111  
12.16.25 Regular

# Minutes of December 16, 2025

## Mayor and Board of Aldermen



Signs of all Kinds

**All Signs, Inc.**  
 PO Box 6265  
 Gulfport, MS 39506-6265  
 Ph: (228) 897-9100  
 FAX: (228) 897-9199  
 Email: MHage@AllSignsGulfport.com  
 Web: <http://www.allsignsgulfport.com>

**Mailing Address:**  
 PO Box 6265  
 Gulfport, MS 39506-6265

**Estimate #:** 16380

Page 2 of 2

Border  
 Single Line  
 Clear Coat  
 Standard Satin Clear Coating  
 Portrait/Graphic Options  
 None  
 Ceramic Insert Size  
 --  
 Mounting Option  
 Blind Mount  
 Install Pattern  
 Yes  
 Number of Plaques  
 1

**Estimate Total:** \$1,632.60  
**Subtotal:** \$1,632.60  
**Total:** \$1,632.60

**Payment Terms:** Net 30; Balance due in 30 days.

### Client Reply Request

Estimate Accepted "As Is". Please proceed with Order.  
 Changes required, please contact me.

Other:

*[Signature]* Date:

Print Date: 11/21/2025 12:10:48PM

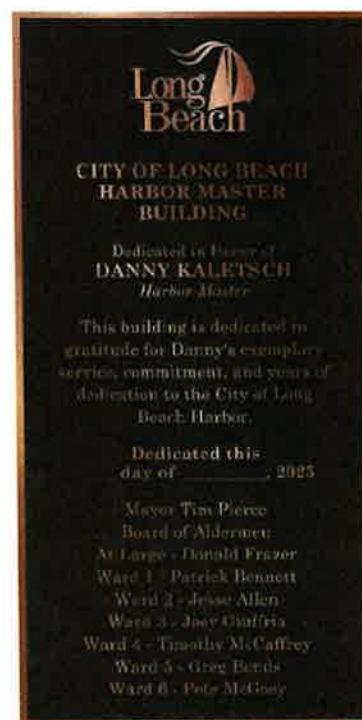
"Signs of All Kinds"

16380

Long Beach, City of

12/8/2025

12 in



### NOTES:



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designer:bret

CUSTOMER: Courtney

558 Courthouse Road  
 Gulfport, MS 39507  
 P: (228) 897-9100  
[btuner@AllSignsGulfport.com](mailto:btuner@AllSignsGulfport.com)  
[www.AllSignsGulfport.com](http://www.AllSignsGulfport.com)

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\* \* \*

M.B. 111  
 12.16.25 Regular

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried approve the aforesaid quote.

\* \* \* \* \*

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with MDOT and authorize the Mayor to execute same:

**Brad White**  
Executive Director  
**Jeff Ely, P.E.**  
Chief of Staff



**Earl Glenn, Jr., P.E.**  
Deputy Executive Director/Chief Engineer  
**Lisa M. Hancock, CPA**  
Deputy Executive Director/Administration

September 10, 2025

**Bob Paul, Director**  
City Of Long Beach  
20257 Daugherty Road  
Long Beach, MISSISSIPPI, 39560

Dear Bob Paul:

**SUBJECT: NOTICE TO PROCEED/MDOT -CONTRACT #76-0016-25-804**  
UEI # V3P3M7MCNMX8

We are pleased to inform you that your organization has been approved as a Section 5310 contractor for the 2025-2026 project year. Enclosed for review and signatures are three originals of the referenced contract agreement. This agreement authorizes expenses to be incurred consistent with attached approved project budget, which contains a maximum of \$0.00 from Section 5310 Program funds.

A thorough review of this agreement is recommended to ensure your understanding of all contract clauses. The below Exhibits are also attached to the contract agreement. Please ensure that all applicable information is completed on the documents based on the noted explanations and returned with the signed agreements.

1. **Exhibit C Security Agreement** is applicable to all vehicles and other equipment with a current fair market value of \$5,000 or more purchased on or after October 1, 2008. This agreement is applicable to all Section 5310, 5311 and 5339 contractors. (completed upon delivery of vehicles and purchase of equipment)
2. **Exhibit D Deed of Trust** is applicable to all real property (i.e. facilities/land) acquired or renovated with FTA funds. Execution of this document is required for non-governmental contractors that have FTA funded facilities and land.
3. **Exhibit E Notice of Federal Interest** is applicable to all real property (i.e. facilities) acquired or renovated with FTA funds. Execution of this document is required for governmental/tribal contractors that have FTA funded facilities and land.
4. **Exhibit F Conveyance of Executive Powers** would be filed in the county land records and is intended to prevent the encumbrance or sale of any land or facilities purchased or developed with funds awarded by the Department without the express consent of the Department. Execution of this document is also required for contractors that have FTA funded facilities.

Page 1 of 31

P. O. Box 1850 • Jackson, MS 39215-1850  
Telephone (601) 359-7249 • FAX (601) 359-7050 • GoMDOT.com

**MDOT**  
September 10, 2025  
City Of Long Beach  
Contract #76-0016-25-804  
UEI # V3P3M7MCNMX8  
\$0.00  
Page 2

5. **Exhibit G Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs** – This document provides regulatory guidance in the awarding and administration of DOT financial assisted programs in a competitive, nondiscriminatory manner providing a level playing field for DBEs. This document is to be maintained in your project files.
6. **Exhibit H BEV Certification and Agreement** – This document is to be completed by all FTA funded sub- recipients certifying compliance with Senate Bill 2988 from the 2008 MS Legislative Session. By signing this document you certify compliance with the Mississippi Employment Protection Act as published in the law.

Also enclosed for signatures are three (3) copies of the **Annual Certification of Use of Project Equipment** and three (3) **Authorized Vehicle Inventory**. Each of these documents requires signatures and must be returned to us along with proof of **current vehicle insurance coverage** and a **copy of your project's fidelity bond**. These documents are required to be a part of the official contract file. It is important to remember that the **Certification of Use of Project Equipment** must accompany the inventory. Also, any changes to the inventory must be typed and initialed.

We are requesting that all of the signed documents are returned to us no later than **Friday, September 26, 2025**. Your attention is called to the contract number assigned to this project. All correspondence submitted to us concerning this project should include this number as part of the subject line.

If you have questions or require additional assistance, please contact Mr. Roderick Bailey or me by telephone at (601) 359-7800, by fax at (601) 359-7777 or via e-mail @ swilson@mdot.ms.gov.

Sincerely,

*Shirley Wilson*  
Shirley Wilson  
Public Transit Director

SW:ma

Enclosures

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### CONTRACT AGREEMENT FOR 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PUBLIC TRANSPORTATION PROGRAM

CONTRACT #76-0016-25-804      GRANT No. MS-16-X027      CFDA No. 20.509  
UEI # V3P3M7MCNMX8      FAIN NO. #MS-2025-003-00      Federal Award Date 2/19/2025

This Contract Agreement is made by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), and City of Long Beach (hereinafter referred to as the CONTRACTOR), effective as of the date of latest execution below.

**WHEREAS**, Chapter 53, (49 U.S.C. Section 5310), as amended formerly referred to as Section 16 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

**WHEREAS**, the goals of the Elderly & Disabled Public Transportation Program are to assist in providing services that meet the special needs of elderly and persons with disabilities for whom public transportation services are unavailable, insufficient or inappropriate; and

**WHEREAS**, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of Harrison County/ies, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

**WHEREAS**, the DEPARTMENT is authorizing the Contractor to incur project costs, where appropriate, beginning October 1, 2025, and ending September 30, 2026.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

**Section 1. Purpose of Contract Agreement.** The purpose of this Contract Agreement is to provide for the authorization to receive federal assistance, maintain title to and operate approved Project equipment by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

**Section 2. Scope of Project.** The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5310 Grant application submitted to the DEPARTMENT on behalf of City of Long Beach as approved by the DEPARTMENT (said application is herewith incorporated herein as "Exhibit A" to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Elderly and Disabled Transportation Project and provide transportation service to the residents of Harrison County/ies, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

**Section 3. Period of Performance.** The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

- a. The period of performance for all expenditures under the PROJECT shall be from October 1, 2025, through September 30, 2026.

#### **Section 4. Funding.**

##### a. Project Funding

- (1) Funds to cover the federal share of this PROJECT's cost are being provided through an appropriation authorized under Section 5310 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR shall initiate and pursue completion all actions necessary to enable the CONTRACTOR to provide its share of the Project costs. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital and 50% operating deficit (minus revenue). The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.

- (2) **The maximum amount of Section 5310 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be \$ 0.00**

Cumulative dollar amount for ongoing awards \_\_\_\_\_

FAIN Number(s) \_\_\_\_\_

- (3) **Availability of Funds**

It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

**Suspend and/or Stop Work:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are

## Minutes of December 16, 2025 Mayor and Board of Aldermen

- a. not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, [www.mdot.ms.gov](http://www.mdot.ms.gov).

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the DEPARTMENT be liable for lost profits or other consequential damages.

Or,

- b. TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

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b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

- (1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;
- (2) Necessary in order to accomplish the PROJECT;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);
- (5) Incurred and be for work performed after the date of this Contract Agreement;
- (6) In conformance with the standards for allowable costs and other requirements as set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the "Super Circular") and all amendments thereto, incorporated herein by reference insofar as applicable hereto;
- (7) To the satisfaction of the DEPARTMENT;
- (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and
- (9) All purchases must be made consistent with State Laws and Purchasing Procedures.
- (10) Allowable costs shall be reduced by all income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.
- (11) **Indirect Costs:** An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
  - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
  - b. The de minimis indirect cost rate.
  - c. The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate.
 Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d), and all amendments thereto, incorporated herein by reference insofar as applicable hereto;
- (12) **Indirect cost rate for the Federal award (including if the application of the de minimis rate)** \_\_\_\_\_

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that all revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 2 CFR Part 1201 or the guidance provided by FTA Circular 5010.1, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved

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payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with 2 CFR Part 200 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

g. **E-Invoice and E-Payment PayMode** This DEPARTMENT requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the [MAAPP Manual](#) in the Vendor File Maintenance sections 11.10.20 and in the related section on requirements for requesting an exemption from electronic payment found in section 11.10.30. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting [www.mmrs.state.ms.us](http://www.mmrs.state.ms.us) or by calling the MMRS Call Center at (601) 359-1343. The CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

Payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing PROJECT. Final payment will be made after review and approval by the DEPARTMENT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The DEPARTMENT reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

h. **Disallowed Costs.** In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

i. **Prohibition Against Use of Federal Funds for Lobbying.**

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
2. The CONTRACTOR agrees that 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 any 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.

j. **Interest/Excess Payments.** The following requirements apply to the CONTRACTOR:

Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.

k. **Deobligation of Funds.** The DEPARTMENT reserves the right to deobligate unspent funds prior to project close-out.

#### **Section 5. Reports and Records.**

- a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary. Failure to submit the required reports as set forth by the DEPARTMENT may result in a reduction in future grant awards for federal funding.
- b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been

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resolved at the end of the (3) year period, the records shall be retained until resolution.

#### **Section 6. Review / Audit, Inspection and Close-out.**

- a. In the event that the CONTRACTOR receives reimbursements through this agreement, CONTRACTORS must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5310 funds due or owed from the CONTRACTOR must be submitted in accordance with the guidance provided by the DEPARTMENT in order to adhere to FTA reporting requirements. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.
- b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization. At the discretion of the DEPARTMENT, any such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the DEPARTMENT.
- c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.
- d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:
  - (1) excess program generated income;
  - (2) excess contributed income;
  - (3) other excess income.
- e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

**Section 7. Contracts Under This Contract Agreement.** Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

- a. The Contractor shall ensure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.
- b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".
- c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

**Section 8. Purchase of Project Vehicles, Facilities and Equipment.** The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or 2 CFR Part 200 as amended, and Circular 4220.1F and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by reference.

- a. **Vehicle Purchases.** The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.
- b. **Other Equipment, Materials, Goods and Services.** Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:
  - (1) **Specifications and Bid Advertisements.** Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.

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(2) **Award of Bids.** The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

(3) All purchases must be made consistent with State laws and purchasing procedures and revised 2 CFR Part 200 where appropriate.

c. **Real Property.** In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MDOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

**Section 9. Title to Project Equipment and Real Property.** Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARTMENT shall have the right to repossess the same.

a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. A copy of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as Exhibit C.

b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the DEPARTMENT, is attached hereto as Exhibit D. A copy of the Notice of Federal Interest Form acceptable to the DEPARTMENT, is attached hereto as Exhibit F which shall be duly recorded in the land records of the county.

c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled its obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. A copy of the

Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as Exhibit F which shall be duly recorded in the land records of the county.

d. If the CONTRACTOR is a governmental entity, in lieu of b. and c. above, it agrees to execute a notice of federal/state interest. (a copy of an acceptable form is attached hereto as Exhibit E.)

#### **Section 10. Use of Project Equipment and Real Property.**

a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.

b. **Sanctions for Non-Compliance.** In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding or discontinuing further reimbursements or funding, and/or;
- (2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.

c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.

d. In accordance with 49 CFR, Part 605, as amended the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.

e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in

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violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

**Section 11. Encumbrance of Project Equipment or Real Property.** Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities or equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

**Section 12. Records and Maintenance of Project Real Property and Equipment.** For the duration of the PROJECT, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

**Section 13. Insurance.** The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission **or any successor agency**. In the absence of **these** requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

**Section 14. Disposition of Equipment and Real Property.** The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.

(1) If the equipment is transferred to another Section 5310 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.

(2) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds less than \$10,000 derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. If the proceeds are greater than \$10,000, then per 49 U.S.C. 5334(h)(4)(B), the CONTRACTOR may retain \$5,000 and the percentage of the local share in the original award of the remaining proceeds, with the remaining Federal share returned to FTA.

b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful

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life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.

- c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, 2 CFR Part 200 as amended and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

**Section 15. Contract Changes.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

**Section 16. Compliance with Applicable Laws, Regulations and Certifications.** The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

**Section 17. Responsibility for Claims and Liabilities.** The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to; any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case DEPARTMENT shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

**Section 18. Disputes.** Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be

provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

**Section 19. Termination of Contract Agreement.** This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) day notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

**Section 20. Interest of Members of or Delegates to Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

**Section 21. Prohibited Interest.** No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

**Section 22. Identification of Documents.** All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof".

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**Section 23. Public Notice Process for Fare/Service Changes.** The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

- a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.
- b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.
- c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.
- d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.
- e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.
- f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

**Section 24. Civil Rights.** During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21 & 23 and 25-28 as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontract Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- d. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Non-compliance:** In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:
  - (1) withholding or discontinuing further reimbursements, other funding and/or
  - (2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.
- f. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- g. **Disadvantaged Business Enterprise (DBE):** It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

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(1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantaged business enterprises are included in, and made a part of this Contract Agreement:

- (a) **Policy.** It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.
- (b) **DBE Obligation.** The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5310 funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 subsequent revision dated April 9, 2024 herewith incorporated by reference and all amendments thereto, insofar as applicable hereto. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contract agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

- (a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.
- (b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.
- (c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

**Section 25. Equal Employment Opportunity.** In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

**Section 26. Section 504 and ADA Requirements.** The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 -12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto, including any amendments.

**Section 27. Immigration Reform and Control Act of 1986.** The CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of

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*Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement (Exhibit G) prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.*

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the DEPARTMENT or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person of entity not a party hereto.

**Section 28. Section 13(c) Labor Standards.** In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and 49 U.S.C. 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

**Section 29. Other Labor Provisions.** The CONTRACTOR shall be responsible for meeting the statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act", including, but not limited to meeting the statutory requirements of 40 U.S.C. 3701 et seq. and 40 U.S.C. 3141 et seq. as amended, as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended for non-construction contracts of \$2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended 40 U.S.C. 3141 et seq. as amended and the regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, the following statements are made part of this Contract Agreement:

a. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

c. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

d. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

**Section 30. Environmental Regulation.** The CONTRACTOR agrees (on projects with cost in excess of \$100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR), and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

**Section 31. Energy Efficiency.** The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) and any amendments thereto.

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**Section 32. Settlement of Third Party Contract Disputes or Breaches.** FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5310 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

**Section 33. Private Sector Participation.** The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

- a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and
- b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

**Section 34. Ethics.** The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (a) the employee, officer, or agent;
- (b) any member of his or her immediate family;
- (c) his or her partner; or
- (d) an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

**Section 35. Effective Date.** The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

**Section 36. Bonding.** Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least \$50,000, prior to the inception of this Contract Agreement.

**Section 37. Certification Regarding Suspension and Debarment.** The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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; 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;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

#### **Section 38. Certification Regarding Lobbying.**

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or 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.
- b. 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 CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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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 31 U.S.C. Section 1352. 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.

**Section 39. Governing Law.** This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

**Section 40. Program Fraud and False or Fraudulent Statements or Related Acts.**

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Section 41. Federal Changes.** CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to comply shall constitute a material breach of this contract.

**Section 42. Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to

comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

**Section 43. State and Local Law Disclaimer.** Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

**Section 44. Substance Abuse.** The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

- a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.
- b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

**Section 45. Certifications and Assurances.** Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

**Section 46. No Government Obligation to Third Parties.** The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

- a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.
- b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

**Section 47. Buy America.** The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

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**Section 48. Charter Service Operations.** The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 as amended, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

**Section 49. School Bus Operations.** Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605 as amended, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

**Section 50 Recycled Products-Recovered Materials.** The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 13693, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **Section 51. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

The CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- d. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### **Section 52. Seat Belt Use**

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel, that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award."

#### **Section 53. Distracted Driving, Including Text Messaging While Driving**

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

1. Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
2. Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
3. Extension of Provision. The CONTRACTOR agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third-party agreements, and encourage its Third-Party Participants to comply with this Special Provision, and include this Special Provision in each third-party sub-agreement at each tier supported with federal assistance

**Section 54. Notification of Federal Participation.** To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

## Minutes of December 16, 2025

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**Section 55. Entire Agreement.** This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR.

IN WITNESS WHEREOF, this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

City of Long Beach  
2025-2026 5310 Contract  
 Agreement # 76-0016-25-804  
\$ 0.00

  
 Executive Director

12-16-25  
 Date

Timothy I. Pierce  
 Typed/Printed Name

Emma Ward  
 Attest

12-16-25  
 Date

Emma Ward  
 Typed/Printed Name

#### MISSISSIPPI TRANSPORTATION COMMISSION

By the duly authorized Executive Director of the Mississippi Department of Transportation

Brad White  
 Executive Director  
 Mississippi Department of Transportation

Date

Book 24      Page 442

Attest

Date

Typed/Printed Name

\* \* \* \* \*

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with MDOT for Preliminary Engineering and authorize the Mayor to execute same:

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### MISSISSIPPI DEPARTMENT OF TRANSPORTATION Inter-Departmental Memorandum

**TO:** Chuck Starita, PE  
**FROM:** Stephen Rone  
**DATE:** 12/5/25  
**SUBJECT:** Preliminary Engineering Contract Review  
 STP-0295-00(030)LPA/ 109850-711000  
 City of Long Beach - Intersection Improvements at West  
 Railroad Street at Jeff Davis Avenue Project  
 Harrison County

Chuck,

The Consultant Services Unit (CSU) has reviewed the following attached Contract for Preliminary Engineering Services between the City of Long Beach and Overstreet and Associates, PLLC for the above referenced project in the amount of \$115,809.78. The FHWA Authorization Date for this project is 11/10/25, and therefore the CSU recommends that the LPA may execute this Contract at their discretion.

The LPA may retain one (1) original for their file and remit the other original to the Consultant. Send one (1) copy of the fully executed contract, Notice to Proceed (NTP), and the LPA's "Exhibit 1", to the MDOT District LPA Engineer and Consultant Services Unit (Attention: Stephanie Hamilton).

These services may then be eligible for "Special Match" at MDOT's discretion at a later date.

Please also advise the LPA that any future supplemental agreements must be forwarded to the MDOT for concurrence before they are executed.

Regards,

  
 Stephen Rone  
 MDOT Director of Consultant Services  
 SR/sh

cc: 77-01 LPA Division

Young/Killebrew



RECEIVED

DEC 03 2025

ESC  
 Rev. 08/28/94 (Base)  
 Rev. 04/05/24 (This form)

### PRELIMINARY ENGINEERING SERVICES CONTRACT *Intersection Improvements at W. Railroad Street & Jeff Davis Avenue* STP-0295-00(030)LPA/109850-711000 *Harrison County*

This CONTRACT, is made and entered into by and between the *City of Long Beach*, a body Politic of the State of Mississippi (the "LPA"), and, *Overstreet & Associates* (the "CONSULTANT"), a/an PLLC, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *161 Lameuse Street, Suite 203, Biloxi, MS 39530*. This CONTRACT shall be effective as of the latest date of execution below.

#### WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of the design of intersection improvements at the intersection of West Railroad Street and Jeff Davis Avenue, as provided for in STP-0295-00(030)LPA/109850-711000, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

#### ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

### **ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

### **ARTICLE III. CONTRACT TERM, TERMINATION**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until June 30, 2027, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

### **ARTICLE IV. TIME OF PERFORMANCE**

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

**The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.**

### **ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

### **ARTICLE VI. COMPENSATION, BILLING & AUDIT**

#### **A. Cost and Fees**

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

#### **B. Monthly Billing**

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

#### **C. Progress Reports**

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

#### **D. Record Retention**

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

## Minutes of December 16, 2025

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#### **E. Retainage**

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

#### **ARTICLE VII. FINAL PAYMENT**

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

#### **ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

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errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provided by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

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### Mayor and Board of Aldermen

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA's option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

#### ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

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of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

#### ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

#### ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

#### ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

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## Minutes of December 16, 2025

### Mayor and Board of Aldermen

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### ARTICLE XIV. SUBLetting, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

#### ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

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all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.*

### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in **Harrison** County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

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eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violations may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

### **ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

### **ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

### **ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

### **ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

### **ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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### **ARTICLE XXIV. STOP WORK ORDER**

**A. Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

**B. Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

**C. Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

### **ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

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The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

**LPA:**

For Contractual Matters:  
**Mayor Timothy I. Pierce**  
**City of Long Beach**  
**P.O. Box 929**  
**Long Beach, MS 39560**  
**Phone: 228-863-1554**  
**Fax: 228-865-0822**  
**[mayor@longbeachms.gov](mailto:mayor@longbeachms.gov)**

For Technical Matters:

**Mayor Timothy I. Pierce**  
**City of Long Beach**  
**P.O. Box 929**  
**Long Beach, MS 39560**  
**Phone: 228-863-1554**  
**Fax: 228-865-0822**  
**[mayor@longbeachms.gov](mailto:mayor@longbeachms.gov)**

**CONSULTANT:**

For Contractual Matters:  
**F. Jason Overstreet, P.E.**  
**Overstreet & Associates, PLLC**  
**161 Lameuse Street, Suite 203**  
**Biloxi, MS 39530**  
**Phone: 228-967-7137**  
**Fax: N/A**  
**[jason@overstreeteng.com](mailto:jason@overstreeteng.com)**

For Technical Matters:

**David Ball, P.E.**  
**Overstreet & Associates, PLLC**  
**161 Lameuse Street, Suite 203**  
**Biloxi, MS 39530**  
**Phone: 228-967-7137**  
**Fax: N/A**  
**[david@overstreeteng.com](mailto:david@overstreeteng.com)**

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

P.E. # 18601  
Surveyor #                   

P.E. # 16546  
Surveyor #                   

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### ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 11 day of December, 2025.

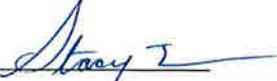
*City of Long Beach*

  
\_\_\_\_\_  
Mayor Timothy I. Pierce

WITNESS this my signature in execution hereof, this the 29<sup>th</sup> day of October, 2025.

Overstreet & Associates, PLLC

  
\_\_\_\_\_  
F. Jason Overstreet, P.E.

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

### LIST OF EXHIBITS

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1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

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### EXHIBIT 1

#### *Corporate Resolution of Signing Authority*

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that Overstreet and Associates, PLLC, is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi, and

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders, and

WHEREAS, Overstreet and Associates, PLLC has several employees who are responsible for the preparation and management engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that:

F. Jason Overstreet – Senior Engineer Manager and President  
David B. Ball - Senior Engineer and Vice President  
Andrew Levens – VP of Engineering Mississippi Area Manager  
Stacey Tanner – Office Manager

are hereby authorized and empowered to sign all engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission.

IN WITNESS WHEREOF, I have affixed my name as President of said corporation this 21<sup>st</sup> day of June 2024.

  
F. Jason Overstreet, P.E.  
President

  
Stacey Tanner  
Witness

Overstreet and Associates, PLLC  
Biloxi, MS

MDOT Regional Blanket Resolution 20240621

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### EXHIBIT 2

#### SCOPE OF WORK

##### **GENERAL REQUIREMENTS**

This CONSULTANT shall provide all necessary professional services required to complete environmental studies (environmental assessment or ENV-160) and all necessary field surveying the preparation of construction plans. The project location for these services includes the intersection of Jeff Davis Avenue and West Railroad Street between Klondyke Road and North Burke Avenue in Harrison County. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

The CONSULTANT shall comply with the current version of the following publications:

##### **Roadway Design**

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;MDOT *Survey Manual*;
4. MDOT *Access Management Manual*;
5. MDOT Traffic Engineering's *Typical Signing Details*;
6. Mississippi *Standard Specifications for Road and Bridge Construction*;
7. AASHTO's *A Policy on Geometric Design of Highways and Streets*;
8. AASHTO *Roadside Design Guide*;
9. AASHTO *Highway Safety Manual (HSM)*;
10. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
11. NACTO *Urban Street Design Guide*;
12. Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
13. Manual on *Uniform Traffic Control Devices (MUTCD)*; and
14. Any other publications as instructed by MDOT.

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### **TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT**

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

### **MEETINGS**

The Consultant shall be responsible for scheduling meetings for Field Review and Office Review.

{OPTIONAL} Monthly Project Update meetings shall be held at a date agreed upon by the LPA, the Consultant, and the MDOT. The Consultant shall be expected to provide any updates regarding the Project's design as well as any delays or issues.

The CONSULTANT shall submit minutes of all required meetings to the LPA and MDOT within two (2) weeks after the meeting, unless instructed otherwise. The minutes shall include, but are not limited to, a list of attendees and a detailed list of all design requirements and discussions had in the meeting.

### **ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITHOUT NEW ROW**

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this CONTRACT is executed.

The additional environmental studies listed below are required due to the presence of historical districts/structures, environmental site assessment (hazardous materials assessment), wetlands/waters, and stream impacts (especially 303 D Listed streams) within existing ROW.

### **FIELD SURVEY**

The CONSULTANT shall survey the project utilizing standard surveying practices as required for plan development, in accordance with the current MDOT Design Manual. Field survey will begin at the intersection of Klondyke Road and West Railroad Street and extend east along West Railroad Street for approximately 900 feet with cross-section from right-of-way to right-of-way (varies 60' to 90'). The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests by the LPA, including the following:

#### **Centerline Survey and Control**

A. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;

B. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;

C. Perform hydraulic survey for existing and proposed structures, according to the MDOT Survey Manual;

D. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;

E. The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANT'S opinion, the current vesting deed(s) for any one particular parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANT'S field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose.:

1. A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project;
2. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
3. Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
4. All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
5. Any distances or bearings shown on this drawing shall be grid;
6. North arrow.

F. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and/or MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual;

G. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed with this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;

H. Mississippi One Call (and other agencies that do not participate in Mississippi One-Call) shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

#### **Survey Data Submittal**

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

1. An ASCII or .txt file containing the horizontal and vertical control point information established by the CONSULTANT;
2. An ASCII or .txt file containing the field collected property point information. Naming of the file shall be firm's name project number\_property.txt. File format shall be printed by the CONSULTANT and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a PDF format. Naming of the file shall be firm's name project name property certification.pdf;

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3. If there is Right-of-Way to be acquired, an ASCII or .txt file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name project number\_preliminary\_row.txt. File format shall be point number, northing, easting, RWM and station-offset;
4. A PDF file containing the completed MDOT survey notification forms for each landowner along the project that have been returned to the CONSULTANT. Naming of the file shall be firm's name project number\_survey\_notification.pdf;
5. An ASCII or .txt file containing all topographic points collected for the project. Naming of the file shall be firm's name project number\_topo.pdf. File format shall be point number, northing, easting, elevation, pointcode, line code: point description.

At the end of the office review plans, the CONSULTANT shall submit an electronic copy of the following information:

If there is Right-of-Way to be acquired, an ASCII or .txt file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name-project number\_final\_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the LPA or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two six inches below the ground surface.

### **PHASE A (FIELD REVIEW) ROADWAY DESIGN**

#### **Phase A (Field Review) Roadway Plans**

The CONSULTANT will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review.

The Field Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Pay Items (Blank SQS Sheets)
- D. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
- E. Review of existing drainage systems;
- F. Preliminary Intersection Design Sheets; and
- G. Special Design Sheets.

Roadway Design Plan Assembly shall follow the guidance contained in Chapter 15 of the MDOT Roadway Design Manual.. Field Review plans shall include ROW and construction limits on plans unless approved by MDOT LPA Engineer.

The Field Review Plans shall be submitted no later than 21 days prior to the scheduled Field Review, unless otherwise approved by the MDOT, to allow time for copies to be distributed and plans to be reviewed by the appropriate divisions of the MDOT. Plans shall be submitted into MDOT's ProjectWise with the Consultant notifying the MDOT Engineer of the submittal. The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

Following the Field Review, the CONSULTANT shall make all approved Roadway plan changes as instructed.

#### **CADD Drawings**

The CONSULTANT shall use the requirements listed under I. GENERAL REQUIREMENTS of this Scope of Work for all CADD drawings. The generalized soil profiles shall be submitted with the Final Report.

Unless otherwise indicated, drawings submitted for Final Plans shall be in the following scales: 1 inch = 20 feet, or 1 inch = 40 feet.

### **PHASE B (OFFICE REVIEW) ROADWAY DESIGN**

(Construction Plans and Specifications)

The Office Review Plan requirements include the following components (if included in the project):

#### **PHASE B (Office Review) Roadway Plans**

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Plan Profile Sheet(s);
- H. Design of drainage improvements
- I. Temporary Erosion Control Plan Profile Sheet(s);
- J. Intersection Detail Sheet(s);
- K. Traffic control plans;
- L. Complete Form Grade Sheet(s) for intersections at 25-foot intervals and at critical locations as needed;
- M. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);
- N. Standard, regulatory and warning signs;
- O. Temporary Erosion Control Standard Drawings;
- P. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;
- Q. Permanent Signing Plans;
- R. Standard Drawings;
- S. Other applicable plans as necessary for the construction of the project;
- T. Final Cross Section Sheets; and
- U. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of the LPA.

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

Following the Office Review, the CONSULTANT shall make all approved Roadway plan changes as instructed.

#### **CONSTRUCTION COST ESTIMATE**

A preliminary construction cost estimate shall be prepared including each of the pay items listed within the office review plans. Pay items must be separated and identified as Federal-aid participating and non-participating. The estimate is for pay items only and shall not include any adjustments such as contingencies, testing, or construction engineering cost. Any questions concerning the determination of participating or non-participating pay items should be directed to the MDOT District LPA Engineer.

Representatives of the appropriate divisions of the MDOT, LPA and the CONSULTANT shall attend the Office Review.

The Office Review Plans and quantity calculations shall be submitted no later than 21 days prior to the scheduled Office Review, unless otherwise approved by the MDOT, to allow time for copies to be distributed and plans to be reviewed by the appropriate divisions of the MDOT. Plans shall be submitted into MDOT's ProjectWise with the Consultant notifying the MDOT Engineer of the submittal.

If significant corrections to the office review plans are deemed necessary, a second office review submittal may be required.

In the Office Review, the MDOT and the CONSULTANT shall review and mark the plans with all required changes. The CONSULTANT shall make all approved plan changes as instructed by the MDOT and shall submit minutes of the Office Review to the MDOT within two (2) weeks after the conclusion of the Office Review. The minutes shall include but are not limited to, a list of attendees, a list of all significant changes to the plans, and a list of all action items by both the CONSULTANT, LPA, and the MDOT.

The Final Plans shall include corrections to the office review plans as noted in the Office Review.

The construction cost estimate is to be updated and submitted with the PS&E assembly.

#### **PS&E ASSEMBLY / ADVERTISEMENT**

Submittal and authorization of the PS&E Assembly is the final stage of project development. The LPA must obtain authorization of the PS&E Assembly prior to advertising the project.

The LPA is responsible for ensuring that the PS&E Assembly meets required design criteria and standards. The CONSULTANT shall submit to MDOT all necessary documents as set forth in the latest edition of the Project Development Manual for Local Public Agencies.

The CONSULTANT shall be responsible for submitting a construction progress schedule to be approved prior to PS&E submittal. The construction progress schedule shall be based on typical MDOT production parameters for pay items and may be modified, if justified, based on the project's circumstances and shall include calculations.

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The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans. Once the PS&E Assembly has been approved by MDOT and the authorization to advertise for bids has been obtained, the CONSULTANT shall be notified to advise the LPA that the legal notice for advertising for bids can be submitted for publication. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

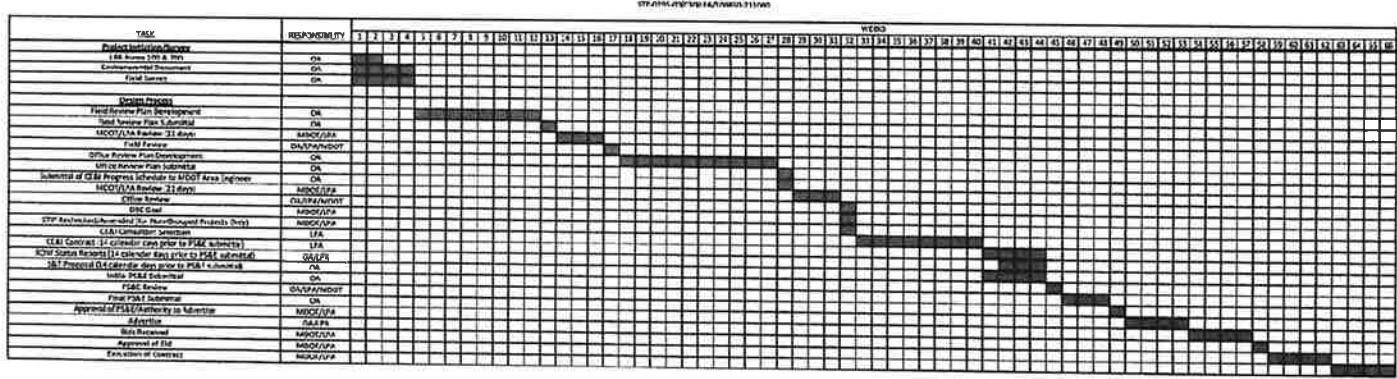
## Minutes of December 16, 2025

### Mayor and Board of Aldermen

## ACRONYM DEFINITION

AASHTO	American Association of State Highway and Transportation Officials
BOP	Beginning of Project
CBR	California Bearing Ratio
CD	Collector/Distributor Road
CLOMR	Conditional Letter of Map Revision
CPT	Cone Penetrometer
EOP	End of Project
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GLO	General Land Office
GPS	Global Positioning System
ITS	Intelligent Transportation Systems
LC NOI	Large Construction Notice of Intent
LOMR	Letter of Map Revision
LPA	Local Public Agency
LRFD	Load Resistance Factor Design
MDOT	Mississippi Department of Transportation
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NWI	National Wetland Inventory
OHWM	Ordinary High Water Marks
PDM	Project Development Manual
ROW	Right-of-Way
RQD	Rock Quality Designation
SMD	MDOT Survey-Maps/Deeds Section
SOP	Standard Operating Procedures
TO	Transportation Operations

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# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$115,809.78** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

#### SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

##### Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

##### Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event

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shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

##### Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

##### Fixed Fee:

The CONSULTANT'S fixed fee shall be **\$11,523.84**, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

##### Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$115,809.78** (Total of all Charges) without the prior written consent of both parties.

#### FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
<b>Project Total</b>	\$96,484.81	\$0.00	\$11,523.84	\$7,801.14	\$115,809.78

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

**EXHIBIT 4**  
**SAMPLE CSU-001 – COST PLUS FIXED FEE**

TPA-CSU-001 For TPA's

REV 4/1/2015

MISSISSIPPI DEPARTMENT OF TRANSPORTATION MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET									
Date Processed	January 0, 1900		Vendia Number		MDOT Project Number		P.O. No. 3941		REV 4/1/2015
Project No.	3100000000		County		0		Invoice Number		0
In Account With	0		Address		0		Sheet No.		1
Contract Number:	CS 000000		Surety						
Est. No.	0		Period		January 0, 1900	THRU	January 0, 1900	Document No.	
Total Participating Cost	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total	000001	00000	0	0	0	0	0.00	0.00	0.00
Total All Work Due							0.00	0.00	0.00
Total Net Work Due							0.00	0.00	0.00
Quantities Checked						Contract Not To Exceed Amount	AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)		
Original Signed						\$0.00			
C00000000						NTP Date			
LPA Official						January 0, 1900			
Approved By:						Termination Date			
						January 0, 1900			
% Matching Funds Deduction for LPA	0.0000046	001	00000	0	0	0	0.00	0.00	0.00
TOTAL Net Amount Owed to the LPA 0.00 0.00 0.00									
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT									

**EXHIBIT 4**  
**SAMPLE INVOICE – COST PLUS FIXED FEE**

LOCAL PUBLIC AGENCY  
 ADDRESS  
 CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000  
 PERIOD 20 THROUGH 20  
 PROFESSIONAL SERVICES IN ACCORDANCE WITH  
 CONTRACT DATED 20, AS RELATES TO  
 PROJECT NO. IN COUNTY, HIGHWAY

CONSULTANT:  
 CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000  
 REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:  
 1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)  
 2. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)  
 3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### SUPPORTING DATA

Project No. 00-0000-00-000-00  
County \_\_\_\_\_

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
<b>DIRECT LABOR AND DIRECT COSTS</b>						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
<b>Sub Total</b>			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
<b>Total Labor</b>				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
<b>Project Total</b>				0.00	0.00	0.00

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### EXHIBIT 5

#### **NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

#### **COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. **Anti-kick back provisions:** All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall 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 compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. **Davis Bacon Act:** When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

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## Minutes of December 16, 2025

### Mayor and Board of Aldermen

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. 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.

7. **Clean Air Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. **Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. **Disadvantaged Business Enterprises:** It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. **Worker Visibility:** All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

#### EXHIBIT 6

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#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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, 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;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
- (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
- (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

- (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
- (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

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# Minutes of December 16, 2025

## Mayor and Board of Aldermen

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 29<sup>th</sup> day of October, 20 25

OVERSTREET & ASSOCIATES, PLLC

  
F. Jason Overstreet, P.E.

ATTEST: Stacy T.

My Commission Expires: 2-24-2029

  
Stacy T.  
Notary



### EXHIBIT 7

#### CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 17 day of December, 20 25

City of Long Beach

  
Mayor Timothy J. Pierce

### EXHIBIT 8

{Intentionally Left Blank}

### EXHIBIT 9

#### PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008, and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission (MTC), Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat 3355, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subcontractor(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subcontractor(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

1336140

EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:   
Authorized Officer or Agent

10-29-2025

Date

F. Jason Overstreet, P.E.

President

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent or Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 29<sup>th</sup> day of October, 20 25

  
NOTARY PUBLIC  
My Commission Expires: 2-24-2029

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

**Summary**

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
Harrison County  
Project Number STP-0295-00(030)LPA /109850-711000  
Overstreet & Associates, PLLC  
10/24/2025

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	9		\$451.00	\$631.76	\$5.11	\$1,087.87		\$129.93	\$1,217.80
Meetings	57		\$2,474.00	\$3,465.58	\$28.01	\$5,967.58		\$712.75	\$6,680.33
Environmental	21		\$991.00	\$1,388.19	\$11.22	\$2,390.41		\$285.50	\$2,675.91
Roadway	515		\$21,985.00	\$30,796.59	\$248.87	\$53,030.46		\$6,333.79	\$59,364.25
Hydraulics	14		\$630.00	\$882.50	\$7.13	\$1,519.64		\$181.50	\$1,701.14
Survey	354	\$7,801.14	\$8,697.00	\$12,182.76	\$98.45	\$20,978.21		\$2,505.57	\$23,284.91
PS&E/Advertisement	117		\$4,772.00	\$6,584.62	\$54.02	\$11,510.64		\$1,374.79	\$12,885.43
<b>Total</b>	<b>1087</b>	<b>\$7,801.14</b>	<b>\$40,000.00</b>	<b>\$56,032.00</b>	<b>\$452.80</b>	<b>\$95,484.81</b>		<b>\$11,523.84</b>	<b>\$115,809.78</b>

**Grand Total \$115,809.78**

**Activation Sheet**

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
Harrison County  
Project Number STP-0295-00(030)LPA /109850-711000  
Overstreet & Associates, PLLC  
10/24/2025

MDOT Process Item Description	Estimated Hours										
	No.	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	Total Hours
Project Activation											
LPA 100					2.0						2.0
LPA 700/B00					4.0						4.0
Quality Control		1.0	1.0	1.0	1.0						1.0
<b>Total Hours</b>		<b>1.0</b>	<b>1.0</b>	<b>7.0</b>							<b>9.0</b>
Raw Labor Rates	\$75.00	\$61.00	\$45.00	\$28.50	\$34.00	\$44.00	\$30.00				451.00
Labor Cost	75.0	61.0	315.0								
					Overhead %	140.08%					\$631.76
					Fixed Fee %	12.00%					\$129.93
					FCCM Overhead %	1.132%					\$5.11
							Prime Total				\$1,217.80
							Project Total				\$1,217.80

**Meetings Sheet**

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
Harrison County  
Project Number STP-0295-00(030)LPA /109850-711000  
Overstreet & Associates, PLLC  
10/24/2025

MDOT Process Item Description	Estimated Hours										
	No.	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	Total Hours
Field Review											
Print and Distribute Plans			0.0	1.0				2.0	4.0		7.0
Conduct Plan in Hand review			4.0	4.0							8.0
Prepare Field Review Report					1.0	2.0					3.0
Office Review											
Print Plans and Specifications					2.0		2.0	2.0			6.0
Compile Design Notebook					1.0	4.0		2.0			7.0
Prepare RQW/ULI Status Report					0.0	2.0		2.0			4.0
Conduct Plan Review					2.0	4.0					6.0
Prepare Office Review Report					1.0	1.0					2.0
PS&E Assembly											
MDOT Coordination					8.0						8.0
Quality Control			1.0	1.0	1.0	1.0	1.0	1.0	1.0		6.0
<b>Total Hours</b>		<b>8.0</b>	<b>28.0</b>	<b>4.0</b>	<b>7.0</b>	<b>5.0</b>	<b>5.0</b>	<b>5.0</b>	<b>5.0</b>		<b>57.0</b>
Raw Labor Rates	\$75.00	\$61.00	\$45.00	\$29.50	\$34.00	\$44.00	\$30.00				2,474.00
Labor Cost	75.0	61.0	1250.0	118.0	238.0	220.0	150.0				
					Overhead %	140.08%					\$3,465.58
					Fixed Fee %	12.00%					\$712.75
					FCCM Overhead %	1.132%					\$28.01
							Prime Total				\$8,680.33
							Project Total				\$8,680.33

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### Environmental Sheet

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
 Harrison County  
 Project Number STP-0295-00(030)LPA /109850-711000  
 Overstreet & Associates, PLLC  
 10/24/2025

MDOT Process Item Description	No. Sheets	Estimated Hours									Total Hours
		Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification		
Environmental Documentation											
ENV-160 Coordination				8.0							8.0
Prepare ENV-160				8.0							8.0
Permits											
SCHNOI											
Quality Control	1.0	1.0	2.0								2.0
Total Hours	1.0	1.0	1.0	19.0							21.0
Raw Labor Rates	\$75.00	\$81.00	\$45.00	\$29.50	\$34.00	\$44.00	\$30.00	\$0.00			\$91.00
Labor Cost	75.0	61.0	85.0	85.0							
					Overhead %		140.08%				\$1,386.19
					Fixed Fee %		12.00%				\$285.50
					FCCM Overhead %		1,132%				\$11.22
					Prime Total						\$2,075.91
					Project Total						\$2,075.91

### Roadway Sheet

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
 Harrison County  
 Project Number STP-0295-00(030)LPA /109850-711000  
 Overstreet & Associates, PLLC  
 10/24/2025

MDOT Process Item Description	No. Sheets	Estimated Hours									Total Hours
		Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification		
Field Review											
Horizontal Alignment Design											
Maintain				1.0		2.0				3.0	3.0
Vertical Alignment Design											
Wearline-Hor Alignment and/or Regrade Existing Lanes				2.0		4.0				6.0	6.0
Intersection Design											
Evaluates Sight Distance (# of Intersections)				4.0						4.0	4.0
Determine Turn Lane Configurations				6.0						6.0	6.0
Establish Turning Radii & Channelization				6.0						6.0	6.0
Title Sheet	1.0										
Prepare Title sheet				1.0		4.0				5.0	5.0
Typical Section											
Generate Typical Section				2.0		6.0				8.0	8.0
Blank SQS Sheet	1.0										
Prepare SQS Sheet				1.0		1.0				2.0	2.0
Plan Profile Sheets	4.0										
Sheet Set-Up and Organization				1.0		4.0				5.0	5.0
Add Notes & Pipes in Profile View				2.0		6.0				8.0	8.0
Traffic Control Plan Sheets	8.0										
Evaluate Construction Phasing				8.0						8.0	8.0
Generate TCP Sheets				6.0		6.0				14.0	14.0
Generate TCP Details				2.0		4.0				6.0	6.0
Erosion Control Plan Sheets	8.0										
Generate ECP Sheets				4.0		8.0				12.0	12.0
Generate ECP Details				2.0		4.0				6.0	6.0
Permanent Marking & Signage Sheets	8.0										
Generate Permanent Marking & Signage Plan				4.0		8.0				12.0	12.0
Generate Permanent Marking & Signage Details				2.0		4.0				6.0	6.0
Intersection Layout & Grading Sheets	2.0										
Generate Intersection layout				2.0		8.0				10.0	10.0
Generate Intersection grading				2.0		8.0				10.0	10.0
Miscellaneous Sheets	3.0										
Standard roadway details				2.0		2.0				4.0	4.0
QA/QC	1.0	1.0	8.0	8.0		8.0				34.0	34.0
Review Plans Per Conceptual Review				2.0		2.0				4.0	4.0
Office Review											
General Notes Sheet	1.0										
Develop General Notes Sheet				2.0		2.0				4.0	4.0
Typical Sections	1.0										
Add Paving Details & Notes				2.0		2.0				4.0	4.0
Summary of Quantity Sheets	2.0										
Create SQ Sheets				4.0		1.0				5.0	5.0
Add Footnotes				2.0						2.0	2.0
Estimated Quantity Sheets	3.0										
Earthwork (phased if necessary)				1.0				1.0		2.0	2.0
Drainage Structures				1.0				1.0		2.0	2.0
Permanent Erosion Control				1.0				1.0		2.0	2.0
Traffic Control				1.0				1.0		2.0	2.0
Permanent Marking (permanent and temporary)				1.0				1.0		2.0	2.0
Removal Items				1.0				1.0		2.0	2.0
Permanent Signing				1.0				1.0		2.0	2.0
Incidental Construction Items				1.0				1.0		2.0	2.0
Quantity Calculations				32.0	16.0	10.0				68.0	68.0
Plan Profile Sheets	4.0										
Final Plan & Profile Sheets				8.0		16.0				24.0	24.0
Add Design Labels & Notes				4.0				2.0		6.0	6.0
Traffic Control Detail Sheets	8.0										
Develop Phasing Narrative (if necessary)				4.0		2.0				6.0	6.0
Finalize TCP Sheets				6.0		16.0				24.0	24.0
Finalize TCP Details				1.0		4.0				5.0	5.0
Erosion Control Plan Sheets	8.0										
Finalize Erosion Control Plans				2.0		3.0				5.0	5.0
Finalize Erosion Control Details				1.0		2.0				3.0	3.0

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

**Roadway Sheet**

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
Harrison County  
Project Number STP-0295-00(030)LPA /109850-711000  
Overstreet & Associates, PLLC  
10/24/2025

MDOT Process Item Description	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Estimated Hours				
						Project Technician II	Civil Designer	CADD Technician II	Labor Classification	Total Hours
Permanent Marking & Signage Sheets	6.0									
Finalize Permanent Marking & Signage Plan				2.0			4.0			8.0 8.0
Finalize Permanent Marking & Signage Details				2.0			2.0			4.0 4.0
Intersection Layout & Grading Sheets	2.0									
Finalize Intersection layout				2.0			6.0			8.0 8.0
Finalize Intersection grading				4.0			6.0			12.0 12.0
Miscellaneous Sheets	3.0									
Standard roadway details				2.0			2.0			4.0 4.0
Cross-Sections	3.0									
Create cut sections				2.0			6.0			8.0 8.0
Create section template				3.0			6.0			9.0 9.0
Create cross-sections				3.0			18.0			18.0 18.0
CAD/C		4.0	8.0	8.0			8.0	8.0		38.0 38.0
Specifications										
Prepare Specifications	1.0		16.0			10.0				27.0 27.0
Estimate										
Prepare Estimate	1.0		8.0	2.0						11.0 11.0
Submit Office Review Plans										
2 Multi-Page PDF Files For Plans & Cross Sections				4.0			8.0	8.0		20.0 20.0
Submit Quarterly Calculations (1 multi-page pdf)		1.0	4.0							5.0 5.0
Submit CADD Files		1.0	2.0					2.0		5.0 5.0
Total Hours	74.0	3.0	7.0	210.0	34.0	10.0	215.0	38.0		515.0
Raw Labor Rates	\$75.00	\$81.00	\$45.00	\$28.50	\$34.00	\$44.00	\$30.00	\$0.00		
Labor Cost	225.0	427.0	945.0	1003.0	340.0	8460.0	1080.0			21,886.00
Overhead	%	140.08%								\$30,798.59
Fixed Fee	%	12.00%								\$6,333.79
FCCM Overhead	%	1.132%								\$248.87
Prime Total										\$59,364.25
Project Total										\$59,364.25

**Hydraulics Sheet**

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
Harrison County  
Project Number STP-0295-00(030)LPA /109850-711000  
Overstreet & Associates, PLLC  
10/24/2025

MDOT Process Item Description	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Estimated Hours				
						Project Technician II	Civil Designer	CADD Technician II	Labor Classification	Total Hours
Field Review										
A. Structure Recommendations										
Design recommendations culvert and cross drains					8.0					6.0
Drainage details										
B. Storm Sewer Design										
Design data for Structures					1.0					1.0
Drainage details					1.0					1.0
Office Review										
General Notes					1.0					1.0
Summary of Quantities					1.0					1.0
Drew Storm Drain Inlets & Pipes In Plan/Profile View					4.0					4.0
Total Hours	Total Hours					14.0				14.0
Raw Labor Rates	\$75.00	\$81.00	\$45.00	\$29.50	\$34.00	\$44.00	\$30.00	\$0.00		
Labor Cost	225.0	427.0	945.0	1003.0	340.0	8460.0	1080.0			21,886.00
Overhead	%	140.08%								\$882.50
Fixed Fee	%	12.00%								\$161.50
FCCM Overhead	%	1.132%								\$7.13
Prime Total										\$1,701.14
Project Total										\$1,701.14

**Survey Sheet**

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
Harrison County  
Project Number STP-0295-00(030)LPA /109850-711000  
Overstreet & Associates, PLLC  
10/24/2025

MDOT Process Item Description	Item	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Estimated Hours				
							Sr. Survey Crew Chief	Survey Technician II	RTK GPS	Total Hours	
Field Review											
Establish/Verify the Primary Horizontal & Vertical Control							2.0	4.0	4.0	4.0	
Establish Secondary Control Points as a Supplement to the Primary Control							1.0	2.0	2.0	7.0	
Establish and Verify Approx. 3 TBM's (Temporary Benchmarks)							1.0	2.0	2.0	7.0	
Perform Topographic Survey of Main Line (60 LF @ 50' Intervals)							30.0	30.0	30.0	90.0	
Perform Topographic Survey of Intersecting Streets (2 side roads - 60 LF @ 50' Intervals)							15.0	15.0	15.0	45.0	
Utility Mapping - Locate Underground Utilities per MS. One Call							16.0			16.0	
Systems/Compiling Utility Drawings from Divers - Municipalities				1.0	4.0					5.0	
Develop Digital Terrain Model											
Generate Finalized Existing Conditions Drawing							16.0			16.0	
Quality Control							2.0	2.0	4.0	6.0	
Total Hours							3.0	6.0	40.0	53.0	
Raw Labor Rates	\$75.00	\$61.00	\$45.00	\$29.50	\$44.00	\$30.00	\$65.00				
Labor Cost	225.0	427.0	945.0	1003.0	177.0	1760.0	1590.0	3445.0		8,897.00	
Overhead	%	140.08%								\$12,182.78	
Fixed Fee	%	12.00%								\$2,505.57	
FCCM Overhead	%	1.132%								\$88.45	
Prime Total										\$23,483.78	
W Engineering, P.A.										\$7,801.14	
Subconsultant Total										\$7,801.14	
Project Total										\$31,284.91	

# Minutes of December 16, 2025

## Mayor and Board of Aldermen

### PS&E / Advertisement

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue  
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 Overstreet & Associates, PLLC  
 10/24/2025

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours
			Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	
PS&E Assembly											
Right of Way Certification					4.0						4.0
Utility Certification					16.0						16.0
Encroachment Certification					4.0						4.0
Hazardous Waste Certification					0.0						
Asbestos Abatement Certification					0.0						
Compose Letters					4.0						
Compile Forms					4.0						
Print Plans						2.0		2.0	2.0		6.0
Assemble Specifications					2.0	2.0	4.0				8.0
Material Checklist					2.0	2.0					4.0
Advertisement											
Print Plans and Specifications					1.0		2.0		2.0		5.0
Prepare Advertisement					2.0						2.0
Bidder Coordination					8.0	8.0					16.0
Receive & Evaluate Bids					6.0	2.0	2.0				10.0
Assemble Bids and Submit		1.0			10.0		8.0				25.0
Quality Control					1.0	4.0	2.0	2.0			9.0
Total Hours		1.0	1.0	73.0	18.0	18.0	2.0	4.0			117.0
Raw Labor Rates		\$75.00	\$61.00	\$45.00	\$29.50	\$34.00	\$44.00	\$30.00	\$0.00		4,772.00
Labor Cost		75.0	61.0	3285.0	531.0	612.0	88.0	120.0			
Overhead						%	140.00%				\$6,864.82
Fixed Fee						%	12.00%				\$1,374.79
FCCM Overhead						%	1.132%				\$64.02
Prime Total											\$12,885.43
Project Total											\$12,885.43

### Survey Sheet

City of Long Beach Intersection Improvements at W. Railroad Street and Jeff Davis Avenue  
 Harrison County  
 Project Number STP-0295-00(030)LPA /109850-711000  
 W Engineering, P.A.  
 10/24/2025

Field Review	MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours	
				Rod Man	Bag Man	Party Chief	Survey Manager	Professional Surveyor	Drafter	Secretary	Office manager		
	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (7 Properties)							5.0	3.0		2.0	1.0	11.0
	Research existing deeds of 7 properties and their adjacent properties to identify gaps and overlaps and to ready the field crew for initial scouting							7.0	3.5		4.0		14.5
	Initial scouting for property corners and terrain features on all 7 properties.		18.0	16.0	18.0	4.0	2.0				1.0		55.0
	draft plat of road ROW adjacent to the 7 land parcels					2.0	3.0	8.0					13.0
	Field work to set as needed pins on road ROW		8.0		8.0	2.0	1.0						19.0
	Finalize Plat of Survey for ROW							2.0	8.0				10.0
	Create temporary construction easement							4.0	8.0		1.0		11.0
	Set pins for construction easement		4.0		4.0	2.0	2.0						12.0
Total Hours			28.0	16.0	28.0	22.0	20.5	22.0	6.0	3.0			145.5
Raw Labor Rates		\$14.00	\$13.50	\$19.00	\$24.00	\$30.00	\$28.00	\$14.00	\$20.00				3,043.00
Labor Cost		392.0	216.0	532.0	528.0	815.0	816.0	84.0	60.0				
Overhead						%	110.00%						\$3,347.30
Fixed Fee						%	12.00%						\$768.84
FCCM Overhead						%	0.00%						\$0.00
Direct Costs:													
Mileage													
Meals													
Lodging													
Postage													
Supplies													
Reproductions													
Other													
<sup>1</sup> See State Travel Handbook													
Total Direct Costs:													\$644.00
Prime Total													\$7,801.14
Project Total													\$7,801.14

\* \* \* \* \*

There came on for discussion the speed limit on Railroad Street requested by Alderman Giuffria. December 2, 2025, the Board approved a speed limit in to 30 miles per hour on Railroad Street in Ward 3. After continued discussion regarding the speed limit on Railroad Street Alderman Allen made motion seconded by Alderman Giuffria to change the location of the reduction of speed to a 30 miles per hour speed limit include all of East Railroad beginning at Jeff Davis to the Gulfport Line. The question being put to a roll call vote, the result was as follows:

» New Hire: Dispatcher Milla Thibodeaux; PS-3-B; effective 01/01/26.

McCaffrey and unanimously carried to approve personnel changes as follows:  
Civil Service Commission, Alderman Frazer made motion seconded by Alderman  
Civil Service Commission, Alderman Frazer made motion seconded by Alderman  
Based on the recommendation of Department Heads and certification by the

\*\*\*\*\*

» Resignation: Firefighter Tyler Gates; FS-9-B; effective 12/02/25.  
» Demotion: Lieutenant Chase Hendry; FS-12-V; effective 12/01/25.  
» Promotion: Battalion Chief Craig Ahlers; FS-13-XIII; effective 12/01/25.  
» Education Pay: Firefighter Michael Johnson; FS-9-II; effective 12/01/25.  
» Step Increase: Lieutenant Lee Jordan; FS-12-VI; effective 12/01/25.

and unanimously carried to approve personnel changes as follows:  
Civil Service Commission, Alderman Frazer made motion seconded by Alderman Allen  
Civil Service Commission, Alderman Frazer made motion seconded by Alderman  
Based on the recommendation of Department Heads and certification by the

\*\*\*\*\*

» New Hire: Deputy Court Clerk Erin Godbold; CSA-4-B; effective 01/01/26.

McCaffrey and unanimously carried to approve personnel changes as follows:  
Civil Service Commission, Alderman Frazer made motion seconded by Alderman  
Civil Service Commission, Alderman Frazer made motion seconded by Alderman  
Based on the recommendation of Department Heads and certification by the

\*\*\*\*\*

hour; effective 01/02/2026.

» New Hire: Mayor's Office Part-Time Secretary Cindy Mitchell; \$15 per

changes as follows:

motion seconded by Alderman Frazer and unanimously carried to approve personnel  
Based on the recommendation of Mayor Pierce, Alderman McCaffrey made

\*\*\*\*\*

present and voting, the Mayor declared the motion carried.

The question having received the affirmative vote of the majority of Aldermen

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

## Minutes of December 16, 2025

### Mayor and Board of Aldermen

\*\*\*\*\*

There was no action required or taken from the following Departments:

- Fire Department
- Police Department
- Building Office
- Harbor
- Community Affairs

\*\*\*\*\*

City Clerk's Office presented the Revenue Expense Report for November 2025 for review. Whereupon, Alderman Frazer made motion seconded by Alderman Bennett and unanimously carried to approve as submitted.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Allen to table the suggested revision on the Long Beach Code Chapter 30, Article III, Sec. 30-76(a) that refers to resurfacing and pavement repairs until review and discussion at the work session scheduled for Tuesday, January, 27,2026 at 5:00 pm in the Long Beach City Hall Meeting Room.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McCaffrey to authorize City Engineer David Ball to coordinate with Public Works to prepare a request for proposal for Minor and Emergency Service Term Bids as stated in the following:



overstreeteng.com  
261 Lamelton St. Suite 203  
Biloxi, MS 39530  
228 967-7137

December 9, 2025

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

RE: Minor and Emergency Services Term Bid

Ladies and Gentlemen:

At a recent meeting, the City extended the referenced term bid/contract with JLB Contractors, LLC for six months with the intention to perform a new procurement for those services. Per our understanding, the six month extension was to provide continuity of service until a new contract could be procured, evaluated, and executed.

If our understanding is correct, we recommend that the City authorize us to coordinate with Public Works to perform a new competitive procurement via a Request for Proposal process as was done for the previous contract. Once proposals are available, the City could appoint a selection committee to evaluate and recommend a Contractor for selection. Previously, the evaluation was based on qualifications (20%), experience (20%), equipment (20%), and price (40%). Once the Contractor is selected, any remaining time in JLB's term bid could be cancelled subject to the terms of the existing contract.

If this is acceptable, we will begin working on this procurement.

Sincerely,

David Ball, P.E.

DB.539  
Attachment

**Minutes of December 16, 2025**  
**Mayor and Board of Aldermen**

\*\*\*\*\*

Based on the recommendation of City Engineer David Ball, Alderman Frazer made motion seconded by Alderman Bonds to approve the asphalt trench overlay at Beatline Road and Spring Street:



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

December 10, 2025

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

**RE: Beatline Rd. / Spring St. – asphalt trench overlay**

Ladies and Gentlemen:

At the previous meeting, the Board requested that we provide an estimate for the asphalt overlay at the drainage crossing at Beatline Rd./Spring St. To that end, we surveyed the adjacent areas with the Mayor to determine the approximate limits of the work and have prepared an estimate to mill and overlay the area using the City's term paving contractor (Warren Paving).

We estimate the total cost to perform milling and overlay of the referenced area at approximately \$15,000 using the City's paving term bid. If this is acceptable, we will coordinate with the City Clerk's office for issuance of a Purchase Order, and will then coordinate with Warren Paving to schedule and perform the work. The costs of this work could be paid using the City's "internet sales tax" funds.

Sincerely,

David Ball, P.E.

DB:1368  
Attachments

Biloxi | Long Beach | Pascagoula | Daphne

O:\1368\20251210 1368 Striping E Railroad.docx Page 1/1

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Based on the recommendation of City Engineer David Ball, Alderman Frazer made motion seconded by Alderman McCaffery to approve the striping of East Railroad Street:



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

December 10, 2025

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

**RE: Striping – E. Railroad St**

Ladies and Gentlemen:

We have received the attached estimate from Mr. Joel Mechanic of the Horry County Road Dept. regarding the estimated costs to stripe the newly paved East Railroad St. (from approximately Joll Davis to the eastern City limits). He estimates approximately \$26,400 to install MDOT- and MUDCD-compliant striping, using thermoplastic striping materials with retroreflective glass beads and raised pavement markers.

As before, we believe that significant savings are being realized by utilizing the County's road department to perform this work, avoiding normal contractor's profit and overhead amounts, while being subject to the County's scheduling. If this is agreeable, the City should prepare and submit a resolution to the Horry County Board of Supervisors requesting the County's assistance per Mr. Mechanic's estimated prices. We do note that the estimate specifically notes that the quantities & costs are subject to change depending on the actual County costs. If approved, we will continue to coordinate with the County to schedule this work as soon as possible in their system.

Sincerely,

David Ball, P.E.

DB:1368  
Attachments

**M.B. 111**  
**12.16.25 Regular**