

**Minutes of December 20, 2022  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF DECEMBER 20, 2022  
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. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. December 6, 2022 Regular/Executive Session
    - b. December 13, 2022 Work Session
  - 2. PLANNING & DEVELOPMENT COMMISSION**
    - a. December 8, 2022 Regular
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 122022**
- VIII. UNFINISHED BUSINESS**
  - 1. Appeal – 406 Klondyke Road Variance; Carl LaRosa**
  - 2. Contract – Orcon Construction; Streetscape Signage**
  - 3. 100 LaRosa Rd; Sheila Ladner**
  - 4. 307 W Old Pass Road; Roy & Gwendolyn Tootle**
- IX. NEW BUSINESS**
  - 1. Memorandum of Agreement – MDOT; Beatline at 28<sup>th</sup> St Intersection Imp.**
  - 2. Consultant Selection – Overstreet & Assoc.; Beatline at 28<sup>th</sup> St Intersection Imp.**
  - 3. Tree Removal Request in City Right of Way – Mt. Bass Drainage Project**
  - 4. Authorize Advertisement – Mt. Bass Drainage Project**
  - 5. Address Change – Glenn Illich**
- X. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
    - a. Police Dept – Resignation (1); Promotion (1); Step Increase (1)
    - b. Fire Dept – New Hire (1)
    - c. Library – Step Increase (1)
  - 3. CITY CLERK**
    - a. Revenue/Expense Report November 2022
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
  - 6. ENGINEERING**
    - a. Contract – SCI Inc; North Jeff Davis Ave. Extension
    - b. Change Order – Bottom 2 Top Construction; 2<sup>nd</sup> St. Sidewalks
    - c. 2022 ARPA Applications – Round 2
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. BUILDING OFFICE**
  - 10. HARBOR**
  - 11. DERELICT PROPERTIES**
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in December, 2022, 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 George L. Bass, Aldermen Donald Frazer, Bernie Parker, Angie Johnson, Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the meeting were Aldermen Patrick Bennett and Timothy McCaffrey, Jr.

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

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Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to add Update on Klondyke/Commission Road Intersection as item 1a. under New Business.

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Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the Regular & Executive Session minutes of the Mayor and Board of Aldermen dated December 6, 2022 and Work Session minutes dated December 13, 2022, as submitted.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated December 8, 2022, as submitted.


\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve payment of invoices listed in Docket of Claims 122022.

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### Minutes of December 20, 2022 Mayor and Board of Aldermen

There came on for discussion Appeal – 406 Klondyke Road submitted by Carl LaRosa, whereupon Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the setback variance as follows:

	<p><b>CITY OF LONG BEACH</b>          201 Jeff Davis Avenue/ PO BOX 929          Long Beach, MS 39560          (228) 863-1554 office          (228) 863-1558 fax</p>	<p style="text-align: center; margin: 0;">Office use only</p> <p>Date Received <u>11-10-22</u>          Zoning <u>R-1</u>          Agenda Date <u>10-13-22</u>          Check Number <u>2176</u></p>
<b>VARIANCE REQUEST</b>		
<p>I. Tax Parcel Number(s): <u>0611N-02-001.000</u></p>		
<p>II. Address of Property Involved: <u>406 Klondyke Road</u></p>		
<p>III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)  <u>See attached</u></p>		
<b>**PLEASE COMPLETE THE FOLLOWING:</b>		
<p>A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? <u>See attached</u></p>		
<p>B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. <u>See attached</u></p>		
<p>C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request? <u>See attached</u></p>		
<p>D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable. <u>See attached</u></p>		
<p>Page 1 of 2  <b>Variance Request</b></p>		

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IV. **REQUIRED ATTACHMENTS:**

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. **Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. **Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

**\*\*\*NOTE\*\*\* APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.**

V. **OWNERSHIP AND CERTIFICATION:**

**READ BEFORE EXECUTING.** Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

**Ownership:** I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

<p><u>Carl A. La Rosa</u>                  Name of Rightful Owner (PRINT)</p> <p><u>109 Youngswood loop</u>                  Owner's Mailing Address</p> <p><u>Pass Christian, MS 39571</u>                  City State Zip</p> <p><u>228-669-4018</u>                  Phone</p> <p><u>Carl A. La Rosa</u>                  Signature of Rightful Owner</p>	<p>_____                  Name of Agent (PRINT)</p> <p>_____                  Agent's Mailing Address</p> <p>_____                  City State Zip</p> <p>_____                  Phone</p> <p>_____                  Signature of Applicant</p> <p>_____                  Date</p>
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- III. The request is being made to allow the re-subdivision of parcel 0611N-02-001.00 into two parcels to further develop the new parcel.
- A. The request is to allow an existing fence and adjoined deck to remain within eight feet of the property line on the re-subdivision of the parcel. The fence and deck have been in place for over 25 years.
- B. The applicant built the fence and deck within code at the time of construction. As stated above the fence and deck have been in place over 25 years. The code changed in 2013 well after the fence and deck were built.
- C. The deck is enclosed within the fence and cannot be seen by neighbors or from traffic on Klondyke Rd. LaRosa Rd. or Willow Lane. To remove the fence and deck would cause the homeowner to lose their privacy in their own backyard. If denied we will not remove the fence and deck due to the cost of removal and the cost to replace with something to prevent the property from looking blighted.
- D. Denying this request and requiring the removal would deny the homeowner privacy in his/her backyard from traffic on LaRosa and Klondyke Road a privilege afforded to other homeowners in the area. This request does not give any special privilege to the applicant.

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Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the following contract with Orocon Construction, LLC for the Long Beach Streetscape Signage Project and authorize the Mayor to execute same:

EJCDC

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

THIS AGREEMENT is by and between City of Long Beach, MS, P. O. Box 929 Long Beach, MS 39560  
(Owner) and Orocon Construction, LLC (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Long Beach Corridor includes but is not limited to the installation of signage, lighting and landscape along Beach Boulevard in Long Beach Mississippi, with the bulk of the work happening at the foot of Jeff Davis Avenue and stretching to Nicholson Avenue. All of the work at the Nicholson Avenue intersection shall be considered an alternate. The contractor shall include all labor, materials, overhead and profit for the line items in the bid form for a complete and in place project.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Long Beach Streetscape Signage project is a multi-faceted project with scopes that include landscape, hardscape, electrical, and signage construction. Gateway markers, signs, and landscape will improve the character of this major corridor through the town of Long Beach.

ARTICLE 3 - OWNER'S REPRESENTATIVE

3.01 The Project has been designed by

Christian Preus Landscape Architecture, PLLC (CPLA)  
1011 Desoto Street  
Ocean Springs, MS 39564

(CPLA), who is to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.1 Time of the Essence

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

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4.2 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.3 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a Lump Sum of:

**AS PER ATTACHED BID (INCLUDING BASE BID AND  
ALTERNATE NO. 01)**

**One Million One Hundred Sixty-Seven Thousand Four Hundred Dollars and 00/100-(\$1,167,400.00)**

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

~~B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:~~

~~As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Owner's Representative as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.~~

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
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TOTAL OF ALL ESTIMATED PRICES

\$ \_\_\_\_\_

\_\_\_\_\_  
(words)

\_\_\_\_\_  
(numerals)

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

### ARTICLE 6 - PAYMENT PROCEDURES

#### 6.1 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Owner's Representative as provided in the General Conditions.

#### 6.2 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.2.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Owner's Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. **Five percent (5%)** shall be retained until the work is at least fifty percent (50%) complete, on schedule, and satisfactory in the architect's and/or Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided however, that future retainage shall be withheld at the rate of two and one-half percent (2.5%).

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Owner's Representative as provided in said Paragraph 14.07.

### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

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E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.



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I. Contractor has given Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's Representative is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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### ARTICLE 9 - CONTRACT DOCUMENTS

#### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
  2. Performance bond (pages 1 to 2, inclusive).
  3. Payment bond (pages 1 to 2, inclusive).
  4. ~~Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
    - a. ~~\_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
    - b. ~~\_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
    - e. ~~\_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
  5. General Conditions (pages 1 to 68, inclusive).
  6. Supplementary Conditions (pages 1 to 9, inclusive).
  7. Special Conditions (pages 1 to 9, inclusive).
  8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings consisting of 17 sheets with each sheet bearing the following general title: "LONG BEACH STREETSCAPE SIGNAGE".
10. Addenda (numbers 1 to 1, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 37, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
  12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 1 to 1, inclusive).
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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### ARTICLE 10 - MISCELLANEOUS

#### 10.1 Terms

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

#### 10.2 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.3 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.5 Other Provisions

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 12/20/22, (which is the Effective Date of the Agreement).

OWNER:  
City of Long Beach

CONTRACTOR:  


By: 

By: John Oropesa

Title: Mayor

Title: Managing Member

Attest:  [CORPORATE SEAL]

Attest:  [CORPORATE SEAL]

Title: Deputy City Clerk

Title: Office Manager

Address for giving notices:  
P.O. Box 929  
Long Beach, MS 39560  
228-863-1556

Address for giving notices:  
325 Reynoir St.  
Biloxi, MS 39530  
228-432-5922



(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 15577-MC  
(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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BOND # 43BCSBW9284



**Performance Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Orocon Construction, LLC  
325 Reynoir Street  
Biloxi, MS 39530

**SURETY:**  
*(Name, legal status and principal place of business)*  
Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 06155-0001

**OWNER:**  
*(Name, legal status and address)*  
City of Long Beach, MS  
P O Box 929  
Long Beach, MS 39560  
**CONSTRUCTION CONTRACT**  
Date:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Amount: \$1,167,400.00

Description:  
*(Name and location)*  
Long Beach Streetscape Signage  
Long Beach, MS

**BOND**  
Date:  
*(Not earlier than Construction Contract Date)*

Amount \$1,167,400.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Orocon Construction, LLC

**SURETY**  
Company: *(Corporate Seal)*  
Hartford Accident and Indemnity Company

Signature: *[Signature]*  
Name and Title: John Orsini, Managing Member  
*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: *[Signature]*  
Name and Title: Kathleen B. Scarborough, Attorney-in-Fact, MS Resident Agent

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Cadence Insurance  
760 Howard Ave., 2nd Floor  
Biloxi, MS 39530  
(228) 863-5362

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*  
Christian Preus Landscape Architecture, PLLC (CPLA)  
1011 Desoto Street  
Ocean Springs, MS 39564

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User Notes:

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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## Minutes of December 20, 2022 Mayor and Board of Aldermen

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

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

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

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

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

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

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# Minutes of December 20, 2022 Mayor and Board of Aldermen

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

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature:           N/A            
Name and Title: \_\_\_\_\_

Signature:           N/A            
Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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(1517310546)



Minutes of December 20, 2022  
 Mayor and Board of Aldermen

BOND # 43BCSBW9284

 **AIA** Document A312™ – 2010

**Payment Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
 Orocon Construction, LLC  
 325 Reynoir Street  
 Biloxi, MS 39530

**SURETY:**  
*(Name, legal status and principal place of business)*  
 Hartford Accident and Indemnity Company  
 One Hartford Plaza  
 Hartford, CT 06155-0001

**OWNER:**  
*(Name, legal status and address)*  
 City of Long Beach, MS  
 P O Box 929  
 Long Beach, MS 39560

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**CONSTRUCTION CONTRACT**  
 Date:  
 Amount: \$1,167,400.00  
 Description:  
*(Name and location)*  
 Long Beach Streetscape Signage  
 Long Beach, MS

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND**  
 Date:  
*(Not earlier than Construction Contract Date)*

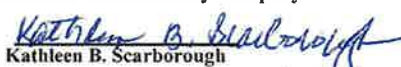
Amount: \$1,167,400.00

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
 Company: *(Corporate Seal)*  
 Orocon Construction, LLC

**SURETY**  
 Company: *(Corporate Seal)*  
 Hartford Accident and Indemnity Company

Signature:   
 Name and Title: John Orpella, Managing Member

Signature:   
 Name and Title: Kathleen B. Scarborough, Attorney-in-Fact, MS Resident Agent

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
 Cadence Insurance  
 760 Howard Ave., 2nd Floor  
 Biloxi, MS 39530  
 (228) 863-5362

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*  
 Christian Preus Landscape Architecture, PLLC (CPLA)  
 1011 Desoto Street  
 Ocean Springs, MS 39564

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## Minutes of December 20, 2022 Mayor and Board of Aldermen

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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## Minutes of December 20, 2022 Mayor and Board of Aldermen

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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# Minutes of December 20, 2022 Mayor and Board of Aldermen

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

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature:           N/A          

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature:           N/A          

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

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# Minutes of December 20, 2022 Mayor and Board of Aldermen

Direct Inquiries/Claims to:  
**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BXS INSURANCE INC  
Agency Code: 43-239190

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Andrew P. Underwood of Mobile, AL  
David Fortenberry, Mary Norval, Kim Bathum, Richard Teb Jones of Hattiesburg, MS  
Chris Boone, Sharon Tuten of Jackson, MS  
Troy P. Wagener, Jim E. Brashler, Patrick T. Mason, Kathleen B. Scarborough, Susan Skrmetta of Biloxi, MS  
Lisa R. Butler, Joseph Beattie, Dewey B. Mason of GULFPORT, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HR 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of \_\_\_\_\_.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

\*\*\*\*\*

**Minutes of December 20, 2022  
Mayor and Board of Aldermen**

There came on for discussion 100 LaRosa Road – Sheila Ladner, whereupon Building Official Mike Gundlach presented the following:

ATTN ALDERMEN:

After a review of the property located at 100 Larosa Drive with the property owner and the Fire Inspector Tim Darden on December 20, 2022. It is my opinion that the steel structure needs to be inspected by a structural engineer and a letter submitted to my office with a report stating the stability of the metal framework. This statement was told to Shelia Ladner while the city inspection was being done. The interior of the structure however is another story. After inspection of the property the entire structure on the interior must be brought up to 2018 IBC codes. Here is a list of things that are wrong:

1. All electrical must be replaced in its entirety from the street
2. All mechanical/air conditioning must be replaced including duct work
3. Plumbing in the wall and all fixtures are not showing any working order as there is no water to the structure.
4. Sprinkler system might be required depending on occupancy however it would be good for the city to require a sprinkler system for future occupants.

I told Shelia she must have a completed set of engineered drawings for the entire job before any permits were going to be released and all work must be done by a state licensed contractor.

In my opinion, the building needs to be completely gutted, even if the metal frame work is in good shape, as some of the walls were exposed from the inside and there is no moisture barrier between the exterior walls and the interior drywall. This did occur during the original construction of the property but was constructed wrong. The front overhang that she wants to replace now is rusted and falling off as seen by attached pictures. There are too many problems to put in this letter so if you have any questions please contact me and we can discuss

Thanks

Mike Gundlach

**Minutes of December 20, 2022  
Mayor and Board of Aldermen**



Minutes of December 20, 2022  
Mayor and Board of Aldermen





Minutes of December 20, 2022  
Mayor and Board of Aldermen



After continued discussion, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to require Sheila Ladner to provide an update on the January 17, 2023 meeting regarding the condition of the building and status of repairs.

\*\*\*\*\*

There came on for discussion 307 W Old Pass Road – Roy & Gwendolyn Tootle, whereupon based on the recommendation of Building Official Mike Gundlach, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to grant an extension until January 17, 2023 to continue cleaning of the aforementioned property.

Minutes of December 20, 2022  
Mayor and Board of Aldermen

\*\*\*\*\*

There came on for discussion added agenda item Update on Klondyke/Commission Road Intersection, whereupon Cindy Lamb from Pickering Firm answered questions regarding the status of the aforementioned project. No action was taken.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following Memorandum of Agreement with MDOT for Beatline Rd at 28<sup>th</sup> St. Intersection Improvements and authorize the Mayor to execute same:

**Brad White**  
Executive Director

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



**Brian D. Ratliff**  
Deputy Executive Director/Chief Engineer  
**Lisa M. Hancock**  
Deputy Executive Director/Administration  
**Charles R. Carr**  
Director, Office of Intermodal Planning

16499-B Highway 49, Saucier, Mississippi 39574-9740  
December 9, 2022

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

RE: Memorandum of Agreement, MOA  
Beatline Rd at 28<sup>th</sup> St Intersection Improvements  
STP-0295-00(025)LPA / 109328-701000

Dear Mayor Bass,

The above referenced federal aid project has been assigned a project number: STP-0295-00(025)LPA / 109328-701000. This number should be used in its entirety on all correspondence for this project.

Attached are the duplicate copies of the Memorandum of Agreement, MOA, for the above referenced project for your review and processing. The MOA outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOA in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation  
Attn: David Seyfarth  
16499-B Highway 49  
Saucier, MS 39574-9740

In accordance with the MOA, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Jas N. Smith, telephone number 601-359-9822. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

Chuck Starita, PE  
Asst. District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

*Transportation: The Driving Force of a Strong Economy*

## Minutes of December 20, 2022 Mayor and Board of Aldermen

STP-025-00(025)LPA / 109328-701000  
Beatline Rd at 28<sup>th</sup> St Intersection Improvements  
City of Long Beach

Rev. 11.22.2021

### Memorandum of Agreement

STP-0295-00(025)LPA / 109328-701000  
Beatline Rd at 28<sup>th</sup> St Intersection Improvements  
Long Beach, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Long Beach (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

**WHEREAS**, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

**WHEREAS**, the LPA intends to develop and construct Intersection Improvements at Beatline Road and 28<sup>th</sup> Street; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

**WHEREAS**, it is anticipated that approximately \$287,750.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

**WHEREAS**, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

**WHEREAS**, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

**NOW, THEREFORE**, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

#### **ARTICLE I. DUTIES AND RESPONSIBILITIES**

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

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2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.
3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.
5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.  
  
Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.
9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

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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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at [comments@mdot.ms.gov](mailto:comments@mdot.ms.gov). At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

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for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

### **B. THE COMMISSION WILL:**

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

### **ARTICLE II. GENERAL PROVISIONS**

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

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B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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### ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

<p>COMMISSION: Executive Director MDOT P.O. Box 1850 Jackson, MS 39215-1850 Phone: (601) 359-7002 Fax: (601) 359-7110</p>	<p>LPA: George Bass, Mayor City of Long Beach P.O. Box 929 Long Beach, MS 39560 Phone: (228) 863-1556 Fax: (228) 865-0822</p>
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For Technical Matters:

<p>COMMISSION: David Seyfarth District LPA Coordinator – District 6 MDOT 16499-B Hwy 49 Saucier, MS 39574 Phone: (228) 832-0682 Fax: (228) 831-0681</p>	<p>LPA: Kini Gonsoulin Comptroller City of Long Beach P.O. Box 929 Long Beach, MS 39560 Phone: (228) 863-1556 Fax: (228) 865-0822</p>
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B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

### ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, 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 Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, 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.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.



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**ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

**ARTICLE VI. MISCELLANEOUS**

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

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## ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.


This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 20<sup>th</sup> day of December, 2022

City of Long Beach

  
George Bass, Mayor

Attested:

  
(Appropriate clerk etc.)

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSISSIPPI TRANSPORTATION COMMISSION  
By and through the duly authorized  
Executive Director

\_\_\_\_\_  
Bradley R. White  
Executive Director  
Mississippi Department of Transportation

Book \_\_\_\_\_, Page \_\_\_\_\_.

\*\*\*\*\*

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Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the following letter to select Overstreet & Associates as the City's Professional Services Consultant for preliminary engineering services for Beatline at 28<sup>th</sup> St. Intersection Improvements and authorize the Mayor to execute same:

City of Long Beach



December 20, 2022

Stephen Rone  
Consultant Services Director  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION  
City of Long Beach Beatline at 28<sup>th</sup> St. Intersection Improvements  
STP-0295-00(025)LPA/109328-701000

Dear Mr. Rone,

With this letter the City of Long Beach (LPA) is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The LPA has considered (3) three qualified firms: Neel-Schaffer, Overstreet & Associates, and Brown, Mitchell & Alexander, Inc.. By our internal selection process, we have selected Overstreet & Associates as our Professional Services Consultant for preliminary engineering services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at 228-863-1556 if you have any questions, concerns or comments.

Sincerely,

George L. Bass  
Mayor, City of Long Beach

cc: State LPA Engineer, Lee Frederick, PE  
LPA District Coordinator, David Seyfarth  
Asst. LPA District Coordinator, Chuck Starita  
Gulf Regional Planning Commission, Kenneth Yarrow

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

\*\*\*\*\*

Minutes of December 20, 2022  
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There came on for discussion the following Tree Removal Request in City Right of Way – Mt. Bass Drainage Project:



December 20, 2022

Re: **Magnolia Tree Removal**  
**MT Bass Drainage**  
**Pickering Firm, Inc. Project No. 26103.00**

To Mayor Bass and the Long Beach Board of Alderman,

I am writing this request to remove a 24-inch magnolia tree in the right-of-way of Charleswood lane. This tree is located adjacent to the 108 Charleswood LN. The tree is placed directly in the path of drainage, and the roots of the tree surround the existing drainage box and pipe. The box is planned to be removed and replaced with a larger structure that is able to handle increased flow. Due to the location of the tree and root structure, it is impossible to replace the drainage structure without killing the tree. Thank you for considering this request.

We appreciate the opportunity to serve you on this project. Should you have any questions and/or comments concerning this matter, please do not hesitate to contact me via email ([pdarphin@pickeringfirm.com](mailto:pdarphin@pickeringfirm.com)) and/or phone at (228) 432-5925.

Thank you,

*Parker Darphin*

Parker Darphin, EI

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources  
126 Rue Magnolia • Biloxi, MS 39530 • Phone: 228.432.5925 • FAX: 228.432.5928 • [www.pickeringfirm.com](http://www.pickeringfirm.com)



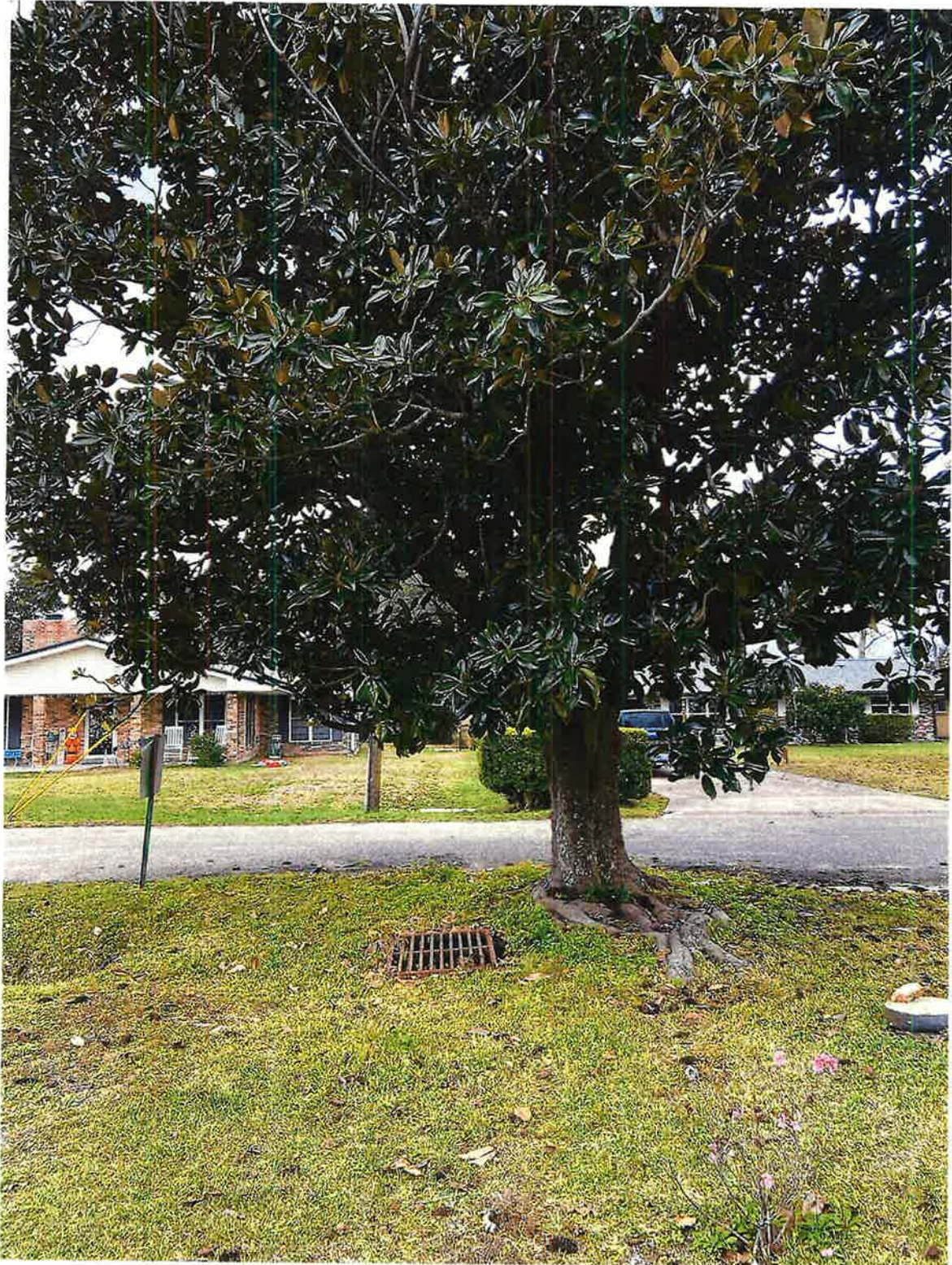
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After continued discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the removal of the tree.

\*\*\*\*\*



**Minutes of December 20, 2022  
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Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the following Advertisement for Bids for the Mt. Bass Drainage HMGP project:

**ADVERTISEMENT FOR BIDS**

City of Long Beach, Mississippi

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

*MT BASS DRAINAGE  
HMGP NO. 4429-0009  
PICKERING FIRM, INC. PROJECT NO. 26103.00*

at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated date for the bid opening. Bids will then be publicly opened at any time prior to the designated date for the bid opening. Bids will then be publicly opened and read aloud at 10:00 A.M., Monday January 25, 2023.

Bids are invited for all materials, labor, tolls, and services necessary to install and perform:

- 1312 LF of Drainage Pipe
- 29 Concrete Drainage Structures

Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi. Official bid documents can also be downloaded from Plan House Bidding at [www.longbeachmsbids.com](http://www.longbeachmsbids.com). Electronic bids can be submitted at [www.longbeachmsbids.com](http://www.longbeachmsbids.com). For any questions relating to the electronic Plan House Bidding process, please call Plan House Bidding at 228-248-0181. Bid Documents can also be viewed at the Office of Pickering Firm, Inc., 126 Rue Magnolia, Biloxi, MS 39530 and can be downloaded from, or hard copies ordered through [www.PickeringFirmPlanRoom.com](http://www.PickeringFirmPlanRoom.com). Bidder will be liable for any and all costs related to downloading electronic files, ordering hard copies, or costs otherwise related to obtaining documents and / or submitting bids.

Copies of the contract documents, including Drawings and Technical Specifications, are on file and may be examined without charge at the City of Long Beach City Hall or at the Office of Pickering Firm, Inc.

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City and Long Beach, "MT BASS DRAINAGE HMGP NO. 4429-009", shall be submitted with each bid.

For bids exceeding \$50,000 Bidder must indicate Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."

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

Bids may be held by the City of Long Beach, Mississippi for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

ADV-1

**Minutes of December 20, 2022  
Mayor and Board of Aldermen**

Done by order of the Mayor and Board of Alderman, December 20, 2022.

City of Long Beach, Mississippi

By Kim Gorsault

Title Deputy City Clerk

Publish: December 23, 2022 and December 30, 2022

ADV-2

\*\*\*\*\*

There came on for discussion Address Change – Glenn Illich, whereupon based on information provided by the Water Department, Building Department and Fire Department, Alderman Brown made motion seconded by Alderman McGoey to deny the address change request and to uphold the address of the property in question as 419 E. Third Street. The question being put to a roll call vote, the result was as follows:

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Absent, not voting
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Nay
Alderman Timothy McCaffrey, Jr.	voted	Absent, not voting
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

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

**Minutes of December 20, 2022  
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\*\*\*\*\*

Mayor Bass reminded the Board of the upcoming Coast Legislative Session in Jackson on January 4, 2023.

\*\*\*\*\*

Mayor Bass announced that the School Board Trustee Appointment would be made in February 2023.

\*\*\*\*\*

Based on the recommendations of Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve personnel matters, as follows:

Police Department:

- Resignation, Police Officer 1<sup>st</sup> Class Kori Stewart, effective January 8, 2023
- Promotion, Detective Sgt. Eli Zacharias, PSA-11-V, effective January 1, 2023
- Step Increase, Lieutenant Kipper Thomas, PS-12-XX, effective January 16, 2023

Fire Department:

- New Hire, Firefighter Johnathan Chiniche, FS-9-I, effective December 16, 2022

Library:

- Step Increase, Library Director Denise Saucier, CSA-8-IV, effective January 1, 2023

\*\*\*\*\*

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to accept the November Revenue/Expense Report, as submitted.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to table contract with SCI, Inc. for the North Jeff Davis Avenue Extension until the January 3, 2022 meeting.

\*\*\*\*\*

**Minutes of December 20, 2022  
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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Change Order with Bottom 2 Top Construction for the 2<sup>nd</sup> Street Sidewalk project and authorize the Mayor to execute same:

161 Lameuse St., Suite 203  
Biloxi, MS 39530  
228-967-7137



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

December 16, 2022

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

**RE: Change Order No. 1  
2<sup>nd</sup> St. Sidewalk**

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project. This change order is necessary in order to construct extensive drainage improvements in the area prior to the construction of the sidewalk. This area has been historically slow draining, and investment now should provide significant improvement to the performance of the City's drainage in the area. We hereby request your approval; please advise if you have any questions.

Sincerely,

David Ball, P.E.

DB:1200  
Attachment



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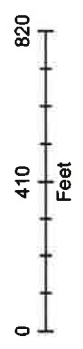
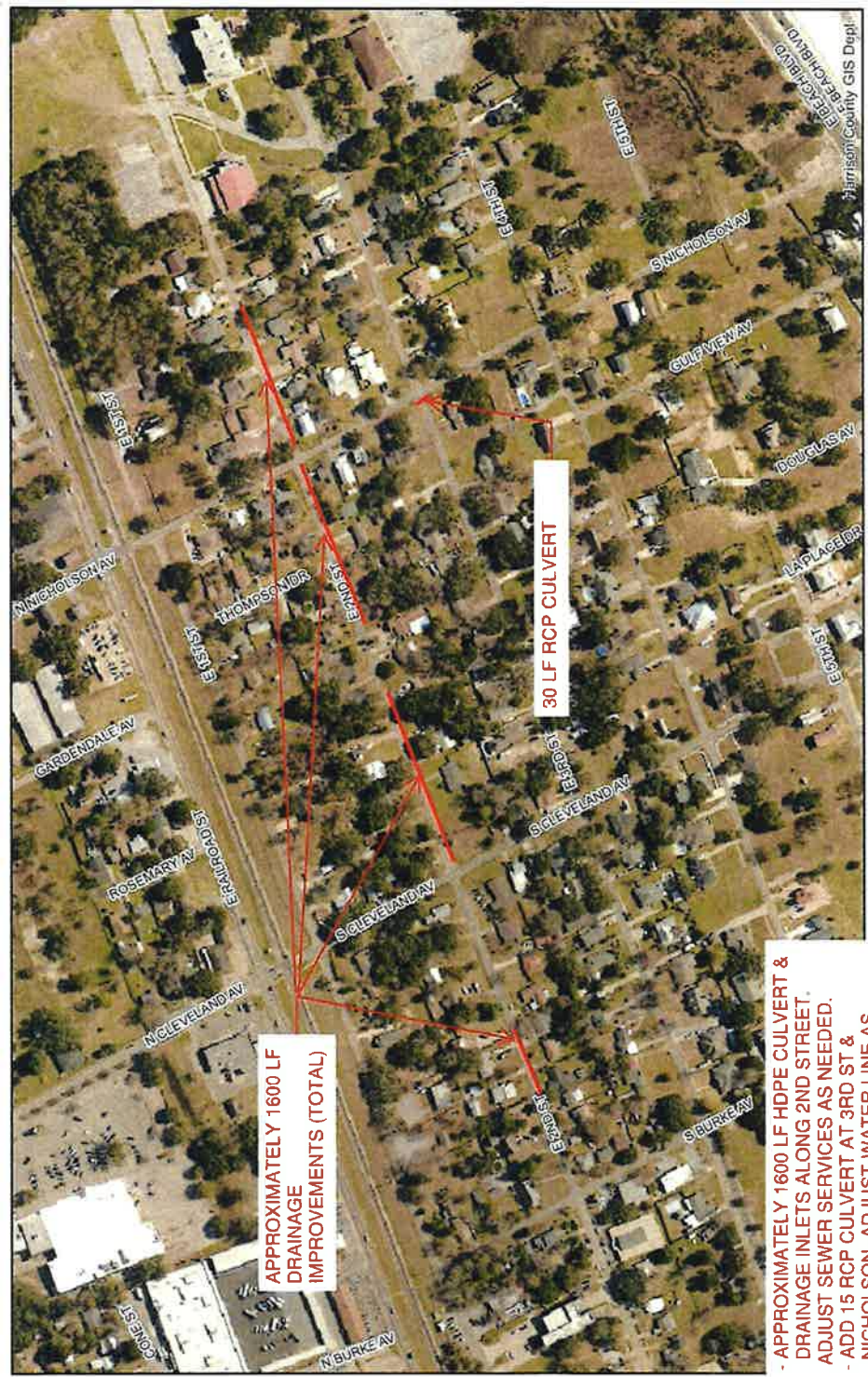
ATTACHMENT TO CHANGE ORDER NUMBER 1 PROJECT NO. 1143

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT
<b>BASE BID</b>								
30-A	MOBILIZATION	1	LS \$ 3,500.00	\$ 3,500.00	0	\$ -	1	\$ 3,500.00
301-A	ADJUST WATER SERVICE	3	EA \$ 261.09	\$ 783.27	0	\$ -	3	\$ 783.27
302-B	CHANGE WATER METER BOX	4	EA \$ 178.75	\$ 715.00	0	\$ -	4	\$ 715.00
310-A	15" RCP CULVERT	192	LF \$ 46.45	\$ 8,918.40	0	\$ -	192	\$ 8,918.40
320-A	CATCH BASIN, STANDARD TYPE	9	EA \$ 1,791.55	\$ 16,123.95	0	\$ -	9	\$ 16,123.95
320-B	CATCH BASIN, PEDESTAL TYPE	3	EA \$ 1,791.55	\$ 5,374.65	0	\$ -	3	\$ 5,374.65
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL (PM)	30	CV \$ 77.40	\$ 2,322.00	150	\$ 11,610.00	180	\$ 13,932.00
500-B	SELECT SANDY BACKFILL (FM)	60	CV \$ 14.00	\$ 840.00	300	\$ 4,200.00	360	\$ 5,040.00
500-C	GEOTEXTILE FABRIC	40	SY \$ 2.83	\$ 113.20	0	\$ -	40	\$ 113.20
510-A	8" LIMESTONE ROAD BASE	100	SY \$ 22.62	\$ 2,262.00	0	\$ -	100	\$ 2,262.00
510-B	HOT BITUMINOUS PAVEMENT RESTORATION (ST-12.5 MM MIN)	20	TON \$ 345.00	\$ 6,900.00	0	\$ -	20	\$ 6,900.00
510-C	CONCRETE DRIVEWAY RESTORATION OR INSTALLATION	500	SY \$ 140.00	\$ 70,000.00	0	\$ -	500	\$ 70,000.00
510-D	CONCRETE SIDEWALK RESTORATION OR INSTALLATION	1,250	SY \$ 71.00	\$ 88,750.00	0	\$ -	1,250	\$ 88,750.00
510-E	8" LIMESTONE DRIVEWAY RESTORATION OR INSTALLATION	40	SY \$ 22.62	\$ 904.80	0	\$ -	40	\$ 904.80
510-F	VEGETATIVE COVER	2900	SY \$ 1.15	\$ 3,335.00	0	\$ -	2900	\$ 3,335.00
510-G	SOLID SOD	1450	SY \$ 5.75	\$ 8,337.50	0	\$ -	1450	\$ 8,337.50
510-H	EXCELHOR BLANKET	200	SY \$ 4.05	\$ 810.00	0	\$ -	200	\$ 810.00
511-A	THERMOPLASTIC LEGEND (ANY COLOR)	250	SF \$ 20.70	\$ 5,175.00	0	\$ -	250	\$ 5,175.00
520-A	W11-Z PEDESTRIAN CROSSING SIGN	3	EA \$ 227.29	\$ 681.87	0	\$ -	3	\$ 681.87
530-A	MAINTENANCE OF TRAFFIC	1	LS \$ 4,500.00	\$ 4,500.00	0	\$ -	1	\$ 4,500.00
530-B	STORMWATER MANAGEMENT	1	LS \$ 3,000.00	\$ 3,000.00	0	\$ -	1	\$ 3,000.00
310-B (CO-1)	15" HDPE CULVERT	0	LF \$ 43.86	\$ -	1600	\$ 70,176.00	1600	\$ 70,176.00
301-C (CO-1)	ADJUST SANITARY SEWER SERVICE	0	EA \$ 2,500.00	\$ -	5	\$ 12,500.00	5	\$ 12,500.00
301-D (CO-1)	ADJUST EXISTING WATER MAIN	0	LS \$ 3,000.00	\$ -	1	\$ 3,000.00	1	\$ 3,000.00
310-C (CO-1)	18" HDPE INLET	0	EA \$ 1,900.00	\$ -	16	\$ 30,400.00	16	\$ 30,400.00
<b>TOTAL BASE BID:</b>				<b>\$ 233,346.64</b>	<b>\$ 131,686.00</b>	<b>\$ 365,032.64</b>		

EADC No. C-64 (2002 Edition)  
Approved by the Engineer's Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.

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2nd Street Drainage



- APPROXIMATELY 1600 LF HDPE CULVERT & DRAINAGE INLETS ALONG 2ND STREET. ADJUST SEWER SERVICES AS NEEDED.
- ADD 15 RCP CULVERT AT 3RD ST & NICHOLSON. ADJUST WATER LINE AS NEEDED.

\*\*\*\*\*

## Minutes of December 20, 2022 Mayor and Board of Aldermen

There came on for discussion the following letter from City Engineer David Ball regarding 2022 ARPA Applications – Round Two:

161 Lameuse St., Suite 203  
Biloxi, MS 39530  
228-967-7137



630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

December 16, 2022

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

**RE: 2022 ARPA Applications – Round Two**

Ladies and Gentlemen:

In conjunction with Public Works, we have prepared the attached exhibits and lists of water, sewer, and drainage improvement projects which are recommended for ARPA (American Rescue Plan Act) funding. The projects fall into one of the three following categories: Previously applied for and approved, previously applied and not granted, and possible projects not previously applied for. Potential projects are only depicted on the attached exhibits. To simplify your use of this information, we have summarized the recommendations per infrastructure type along with the current application status below:

**Sewer Projects:**

Projects	Application Status	Estimate
Sewer Inspection and Rehabilitation - 2021	A/A	\$320,000
2022 Sewer Rehabilitation	A/A	\$465,000
Citywide Pump Station Upgrades	A/NG	\$1,400,000
Reroute Clower/ Kuyrkendall PS Upgrades	A/NG	\$155,000
N. Nicholson - Pump Station	A/NG	\$200,000
N. Nicholson - Gravity Sewer System	A/NG	\$450,000
<b>Total - Recommended Sewer Projects Estimate</b>		<b>\$2,205,000</b>

Application Status: A/A = Previously Applied and Approved

Application Status: A/NG = Previously Applied and Not Granted

**Water Projects:**

Projects	Application Status	Estimate
Edmund Dr./Cir. - Water Main Upgrades	A/NG	\$600,000
Pimlico - Water Main Upgrades	A/NG	\$225,000
Via Don Ray - Water Service Improvements	A/NG	\$150,000
Charleswood Water/Fire System Improvements	A/NG	\$300,000
Commission Transite Water System Replacement	A/NG	\$520,000
W. Railroad Transite Water System Replacement	A/NG	\$1,340,000
<b>Total - Recommended Water Projects Estimate</b>		<b>\$3,135,000</b>



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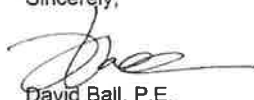
September 2, 2022

**Drainage Projects:**

	Application Status	Estimate
Parkwood - Drainage Improvements	A/A	\$400,000
Park Row - Drainage Improvements	A/A	\$800,000
Briarwood - Drainage Infrastructure Repairs	A/A	\$250,000
Magnolia/Trautman Bayou Drainage Infrastructure Repairs	A/A	\$250,000
<b>Total - Recommended Drainage Projects Estimate</b>		<b>\$1,700,000</b>

We request authority to complete work required to make a second round of grant applications and direction from the City regarding projects for which to apply.

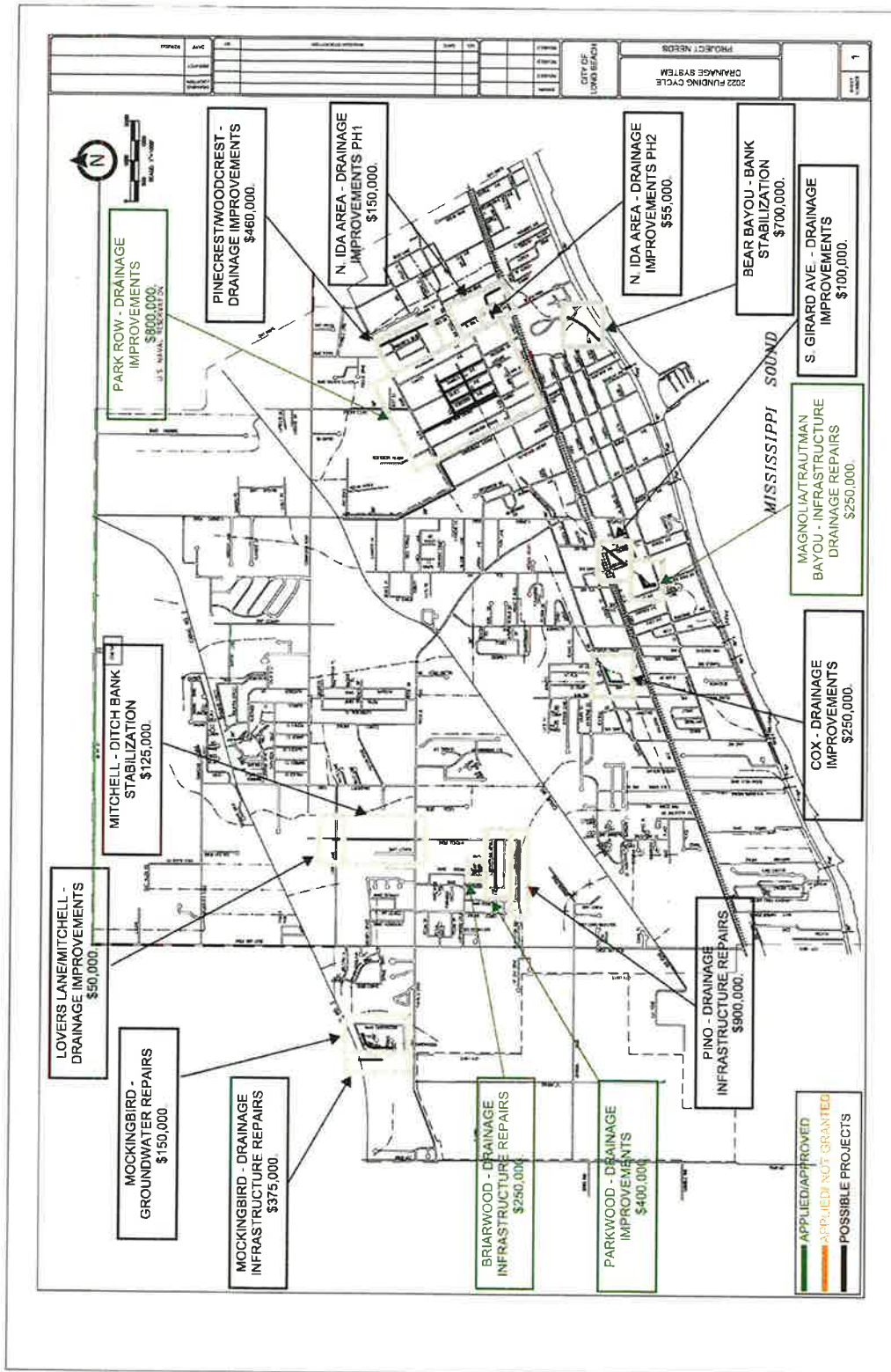
Sincerely,



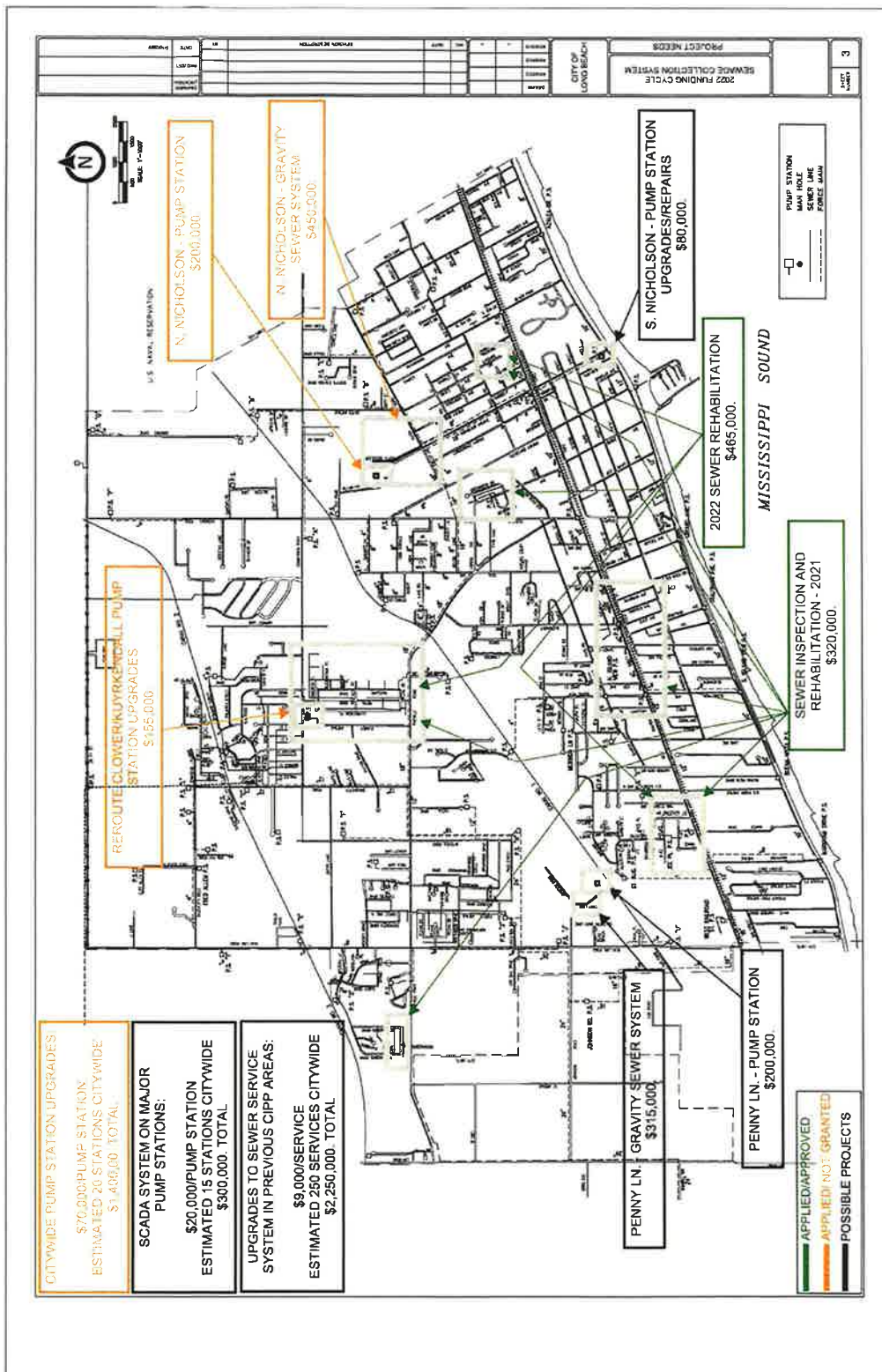
David Ball, P.E.

DB:539  
Attachment

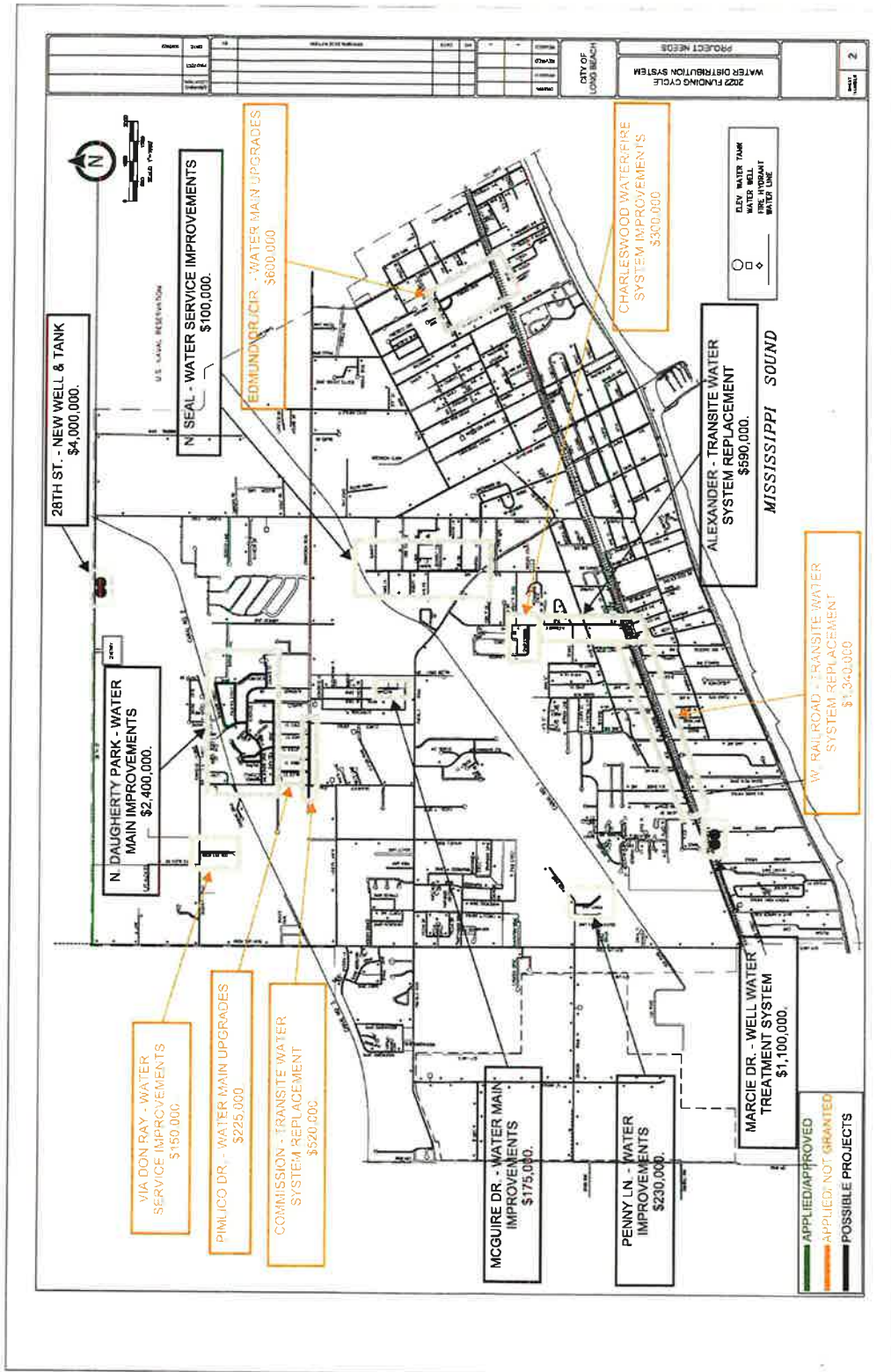
# Minutes of December 20, 2022 Mayor and Board of Aldermen



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After continued discussion, Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to authorize Overstreet & Associates to make application for Round Two ARPA Applications per the above letter.

\*\*\*\*\*

The Mayor recognized the City Attorney for his report, whereupon no action was required or necessary.

\*\*\*\*\*

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman Brown and

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unanimously carried to adjourn in memory of Bay St. Louis Police Sergeant Steven Robin and Officer Branden Estorffe until the next regular meeting in due course.

\*\*\*\*\*

APPROVED:

\_\_\_\_\_  
Alderman Donald Frazer, At-Large

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

\_\_\_\_\_  
Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Alderman Angie Johnson, Ward 3

\_\_\_\_\_  
Alderman Timothy McCaffrey, Jr., Ward 4

\_\_\_\_\_  
Alderman Mike Brown, Ward 5

\_\_\_\_\_  
Alderman Pete L. McGoey, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kini Gonsoulin, Deputy City Clerk