

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF MARCH 2, 2021
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Brooklyn Biancamano
 - 2. LBHS Boys Soccer Team
 - 3. Girl Scout Week
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. February 16, 2021 Regular
 - b. February 16, 2021 Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. February 25, 2021 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 030221
- IX. UNFINISHED BUSINESS**
 - 1. Assess Clean-up Fees – 19132 Pineville Rd; Cynthia Saucier
 - 2. Food Truck Ordinance – Alderman Robertson
 - 3. HMGP Grant – Property Acquisition 701 Rita Lane
- X. NEW BUSINESS**
 - 1. Special Event Application & Request to Waive Fees – Hunter Dawkins
 - 2. Special Event Application – LBHS Band Boosters; Bunny Breakfast
 - 3. Special Event Application & Request to Waive Fees – LBHS; Prom
 - 4. Proposal – Pickering Firm; Mt. Bass Drainage Imp Cultural Resources Assessment
 - 5. Virtual Candidate Forum
 - 6. Consultant Selection – Overstreet & Assoc; Hurricane Zeta Signal Damage
 - 7. Consultant Selection – Overstreet & Assoc; Hurricane Zeta Sign Damage
 - 8. Consultant Selection – Overstreet & Assoc; Pineville Rd Sidewalk Phase III
 - 9. Consultant Selection – Pickering Firm; 28th St. & Klondyke Rd Intersection
 - 10. Revisit Tree Removal Permit – Alderman Lishen
 - 11. NRCS Applications – Emergency Watershed Projects
 - 12. Steve McNally – Zoning Concerns
- XI. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. City Clerk's Office – Retirement (1); PT New Hire (1)
 - 3. CITY CLERK
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Contract Amendment – Overstreet & Assoc; Master Agreement
 - b. Contract – Overstreet & Assoc; Lynwood Subdivision Water Improvements
 - c. Contract – Overstreet & Assoc; Sewer Inspection & Rehabilitation (2021)
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY**
- XIII. 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 first Tuesday in March, 2021, 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.

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There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

The Mayor proclaimed Thursday, March 4, 2021 as Brooklyn Biancamano Day.

The Mayor proclaimed Friday, March 5, 2021 as Long Beach Boys 2020-2021 Soccer Team Day.

The Mayor proclaimed the week of March 7 – 13, 2021 as Girl Scout Week.

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to add item a. Schedule Public Hearing – 6370 Fred Allen Rd; Assessed to Steve & Rachel Craig under Derelict Properties and remove item #10 Revisit Tree Removal Permit – Alderman Lishen under New Business from the agenda.

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the Regular and Executive Session minutes of Mayor and Board of Aldermen meeting dated February 16, 2021, as submitted.

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to remove item #1. Short-Term Rental – Olson Avenue under III. Public Hearings and item #6. Final Plat Approval – The Enclave, Mitchell Road from the Regular minutes of the Planning & Development Commission meeting dated February 25, 2021 approval, to be discussed and considered individually.

* *

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the Regular minutes of the Planning & Development Commission meeting dated February 25, 2021, with above mentioned items removed, as submitted.

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* * *

Alderman Johnson recused herself from the meeting.

* * *

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve item #1 Short-Term Rental – 111 Olson Avenue under III. Public Hearings on the Regular minutes of the Planning & Development Commission meeting dated February 25, 2021, as submitted, contingent upon maintaining appropriate insurance.

* * *

Alderman Johnson returned to the meeting.

* * *

After discussion and clarification from City Engineer David Ball, Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to approve item #6 Final Plat Approval – The Enclave, Mitchell Road under VII. New Business on the Regular minutes of the Planning & Development Commission meeting dated February 25, 2021, as submitted with exception of updating the Required Completion Bond Value per David Ball’s calculation below:

LONG BEACH - MITCHELL RD. S/D NORTH (THE ENCLAVE)
COMPLETION BOND ESTIMATE - REVISED 03/02/2021

ITEM	QUANTITY	UNIT COST	EXTENSION
ESTABLISH GRASS IN ALL RIGHTS-OF-WAYS, DITCHES, ETC.	1 LS	\$ 9,000.00	\$ 9,000.00
CONSTRUCT SIDEWALKS IN COMMON AREA ROAD FRONTAGES	1 LS	\$ 3,400.00	\$ 3,400.00
OVERLAY MITCHELL RD. AT PINO ST. INTERSECTION & MODIFY DRAINAGE ON W. SIDE	1 LS	\$ 1,500.00	\$ 1,500.00
STRAIGHTEN PUMP STATION POWER SERVICE POLE	1 LS	\$ 1,500.00	\$ 1,500.00
ADJUST SMH #14	1 LS	\$ 500.00	\$ 500.00
DRESS, GRADE, AND COMPACT NEW DITCH ALONG MITCHELL RD.	1 LS	\$ 2,700.00	\$ 2,700.00
SMOOTH/REALIGN FLOWLINE AT NEW DITCH ALONG MITCHELL RD.	1 LS	\$ 500.00	\$ 500.00
REMOVE SILT/SEDIMENT FROM DRAINAGE SYSTEM	1 LS	\$ 1,000.00	\$ 1,000.00
REMOVE EROSION CONTROL BMPs WHEN POSSIBLE	1 LS	\$ 1,000.00	\$ 1,000.00
TOTAL CONSTRUCTION COST			\$ 21,100.00
ADMINISTRATIVE COSTS (25%)			\$ 5,275.00
REQUIRED COMPLETION BOND VALUE			\$ 26,375.00

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 030221.

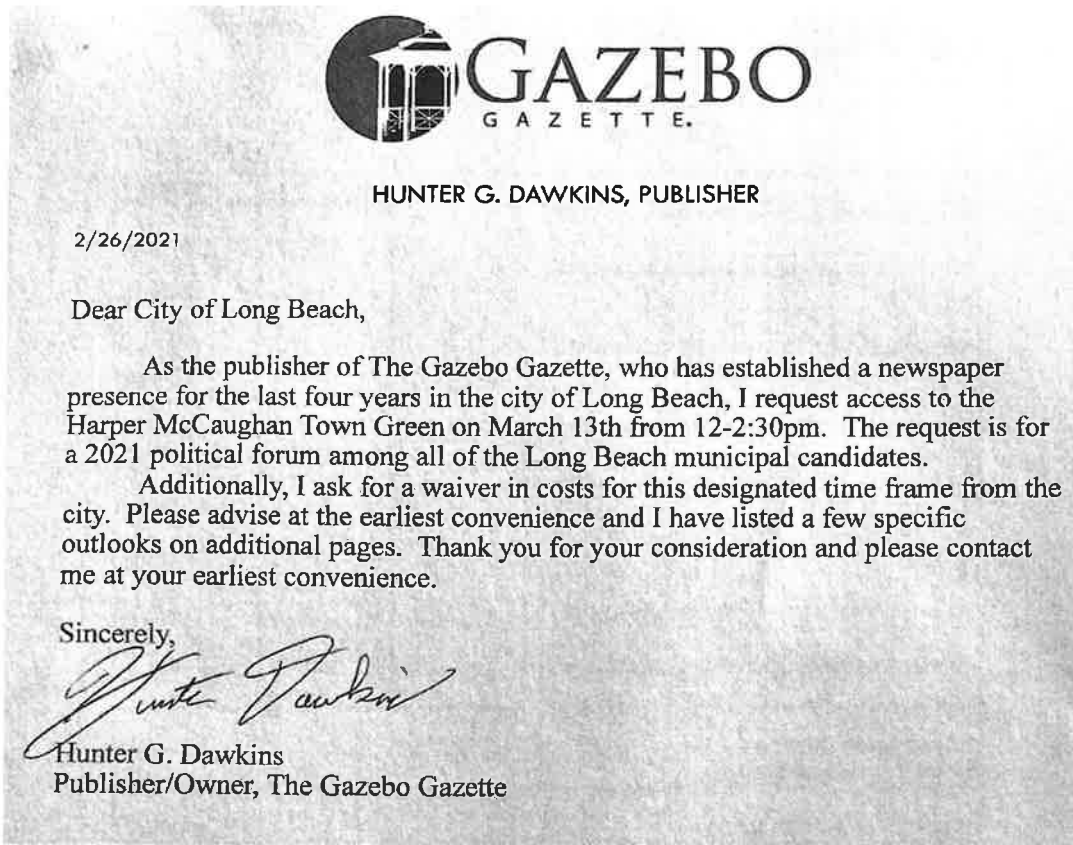
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It came on for discussion Assessing Fees for 19132 Pineville Road, whereupon City Attorney Steve Simpson apprised the Board he had pertinent information that he preferred to discuss in executive session. It was the concession of the Board to continue this under the City Attorney's Report later in the meeting.

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to schedule a work session on Tuesday, April 13, 2021 at 5:00 pm to discuss the Food Truck Ordinance.

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to table HMPG Grant – Property Acquisition 701 Rita Lane until the March 16, 2021 meeting.

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Hunter Dawkins for 2021 Political Form and waive all associated fees:



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**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 2/24/21 Time: 12:21 By: CS

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

Sponsoring Organization's Legal Name: The Gazebo Gazette
 Organization Address: P.O. Box 767, Pass Christian, MS 39571
 Organization Agent: Hunter Dawkins Title: Publisher/owner
 Phone: (662) 244-6781 Home Same Cell Same During Event
 Agent's Address: Same
 Agent's E-Mail Address: editor@thegazebogazette.com
 Event Name: 2021 Long Beach Political Forum

Please give a brief description of the proposed special event:

2021 Municipal candidate debate

Event Day (s) & Date (s): 3/13/21 Event Time (s): 12 - 3 pm

Set-Up Date & Time: 11 am Tear-Down Date & Time: 4 pm

Event Location: Harper McCaughan Town Green

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

How many years has this event occurred? New

ADOPTED: 08.18.20-BOARD ACTION

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

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

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

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

If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

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

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

Mississippi Press Association & National Newspaper
Association Membership Insurance

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

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

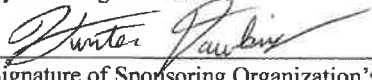
All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

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

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

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

d/dg/dl
Date


Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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town green

Event Title: Political Forum 3/13 12 - 2:30 pm

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

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

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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March 13, 2021
Saturday
12:00 - 3:00pm
Political Debate
Stage/Bleachers

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Hunter Dawkins - The Gazebo Gazette

Telephone Number: (228) 224-6781

Street Address: Home P.O. Box 767 Work Cell

City Pasadena Christian State MS Zip 39571

Type of Event: Political Debate

Start Time: 12 pm

Closing Time: 3 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

3/13/21
(Date)
Stage/Bleacher Area

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature *Hunter Dawkins*

Date: 2/26/21

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Hunter Perkins, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 26 day of February, 2021.

Authorized Signature _____

Witness _____

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to approve the by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreations Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

HD

Initial

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FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

Refunds – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

Cancellation Policies: should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

HD

Initial

**Minutes of March 2, 2021
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Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following Special Event Application submitted by The Long Beach High School Band Boosters for Bunny Breakfast:

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 2/10/21 Time: 12:51 By: CS

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

Sponsoring Organization's Legal Name: Long Beach High School Band Boosters

Organization Address: 300 E. Old Pass Rd. Long Beach MS 39560

Organization Agent: Summer Veillon Title: President

Phone: _____ Home _____ Cell (228) 224-8325 During Event

Agent's Address: 111 Edmund Dr., L13 MS 39560

Agent's E-Mail Address: Summer4311@gmail.com

Event Name: Bunny Breakfast

Please give a brief description of the proposed special event:

Pancake breakfast, easter egg hunt + games

Event Day (s) & Date (s): Sun 3/28/21 Event Time (s): 7AM - 12pm

Set-Up Date & Time: 3/28/21 7AM Tear-Down Date & Time: 3/28/21 11AM

Event Location: Town Green + pavilion

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

How many years has this event occurred? 10 years (approx)

ADOPTED: 08.18.20-BOARD ACTION

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

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: N/A

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

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

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

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

If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

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

N/A

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

N/A

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

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

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

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

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

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

2/10/2020
Date

Sumse Viller
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Town Green

Event Title: LBHS Bunny Breakfast 3/28 7AM - noon

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

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

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: 3C Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 2, 2021
Mayor and Board of Aldermen

March 28, 2021
Sunday
Egg Hunt Bunny Breakfast
7:00 AM - 12:00 PM
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
TOWN GREEN
Bob Paul
228-669-7601

Group / Individual Name (Permit tee):

LBHS Band Boosters - Summer Veillon

Telephone Number: (228) 224-8325

Street Address: 300 E. Old Pass Rd
Home Work Cell

City Long Beach State MS Zip 39500

Type of Event: Bunny Breakfast

Start Time: 7AM

Closing Time: 12PM

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
3/28/21
(Date)

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature: Summer Veillon Date: 2/10/21

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of March 2, 2021
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Summer Veillon, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 10 day of February, 2021.

Authorized Signature Summer Veillon

Witness [Signature]

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to be approved by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreation Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

Minutes of March 2, 2021
Mayor and Board of Aldermen

FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

Refunds – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

Cancellation Policies: should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

Minutes of March 2, 2021
Mayor and Board of Aldermen

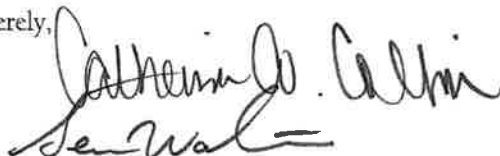
Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following Special Event Application submitted by Long Beach High School for Prom and waive all associated fees:

Friday, February 12th, 2021

Dear Mayor Bass and Board of Alderman,

Greetings! As the sponsors of Junior Co-op at Long Beach High School, we are writing to request a waiver of fees for our April 24th Prom event at the Long Beach Town Green. This year more than ever, our student body is looking forward to this annual event, and we are hoping to offer students a sense of normalcy in a year that has been anything but. We are in the process of carefully planning this event so that we can abide by local and state mandates, and the waiver of these fees will help us make sure this is a memorable final event for our Senior Class. We appreciate your consideration of this request, and we appreciate the continued support we always receive from the City of Long Beach. Thank you!

Sincerely,



Catherine Collins and Sean Walters
LBHS Junior Co-op Sponsors

Minutes of March 2, 2021
Mayor and Board of Aldermen

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 2/18/21 Time: 3:54 By: CS

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

Sponsoring Organization's Legal Name: Long Beach

Organization Address: 300 E Old Pass Rd, Long Beach, MS 39560

Organization Agent: Sean Walters/Catherine Collins Title: Junior class sponsors

Phone: _____ Home _____ Cell 228-860-5198 During Event

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

Agent's E-Mail Address: sean.walters@lbsdk12.com, catherine.collins@lbsdk12.com

Event Name: LBHS Jr./Sr. Prom

Please give a brief description of the proposed special event:

Long Beach High School prom. Music & dancing - dinner
Some refreshments.

Event Day (s) & Date (s): Apr. 24 Event Time (s): 3 p.m. - 11 p.m.
Pictures Early 7:00 pm - 10:00

Set-Up Date & Time: Apr. 23 24 Tear-Down Date & Time: Apr. 24

Event Location: Town Green

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

How many years has this event occurred? > 20

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 2, 2021 Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: N/A

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

parking around the Town Green

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? N/A Until N/A

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is expected (estimated) attendance for this event? ~ 400

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

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

electrical hookups at Town Green

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

forthcoming

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

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

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

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

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

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

2-2-2021
Date

Lu Walz
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 2, 2021
Mayor and Board of Aldermen

Event Title: Prom - Town Green 4/24 3-11 pm

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

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

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 2, 2021
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

TOWN GREEN

Bob Paul
228.669.7601

April 24, 2021
Saturday
Prom - LBHS
3:00 pm - 11:00 pm
Town Green

Group / Individual Name (Permit tee):

Long Beach High School (Catherine Collins / Sean Walters)

Telephone Number: Home 228-863-6945 Work 228-860-5198 Cell

Street Address: 300 E Old Pass Rd

City Long Beach State MS Zip 39560

Type of Event: Prom (formal dance)

Start Time: 3 p.m. 8:00 am - 11:00 pm. Set-up/clean-up

Closing Time: 11 p.m.

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
April 24, 2021
(Date)

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature Sean Walters Date: 2-2-2021

Rental Fee \$ _____ Receipt # _____ Date _____
 Deposit Fee \$ _____ Receipt # _____ Date _____
 Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of March 2, 2021
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Sean Walters, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 2 day of February, 2021.

Authorized Signature Sean Walters

Witness [Signature]

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

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Minutes of March 2, 2021 Mayor and Board of Aldermen

FEES:

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Minutes of March 2, 2021 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Proposal submitted by Pickering Firm for a Phase I Cultural Resources Assessment Proposal and authorize the Mayor to execute same:



February 16, 2021

email: kini@cityoflongbeachms.com

Ms. Kini Gonsoulin
Finance Officer – City of Long Beach
201 Jeff Davis Avenue
Long Beach, Mississippi

Re: Phase I Cultural Resources Assessment Proposal
Mt. Bass Drainage Improvements Project
Long Beach, Mississippi

Dear Ms. Gonsoulin:

This Letter Agreement is in response to your request for professional consulting services in connection with a Phase I Cultural Resources survey of the above-referenced project (hereinafter called the "Project") for the City of Long Beach (hereinafter called the "Client") by Pickering Firm, Inc. (hereinafter called the "Consultant"). The Consultant understands the project to consist of a Phase I Cultural Resources survey of the Mt. Bass Drainage Improvement Project area located in Long Beach, Mississippi.

SCOPE OF WORK

The **Phase I Cultural Resources Assessment** will consist of an archaeological study to determine if any prehistoric or historic properties exist within the project boundaries, and if so to document and assess each based on criteria for designation for listing in the National Register of Historic Places (NRHP). All work will be conducted in compliance with Section 106 of the National Historic Preservation Act, as amended, and with standards set by the Mississippi Department of Archives and History (MDAH). The work will be supervised by a RPA-certified archaeologist who meets or exceeds the profession qualifications specified in the April 2020 MDAH Guidelines as well as the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. The Scope of Work will include the following:

1. Complete a review of the Mississippi State Files to determine if properties listed on, being considered for listing on, or determined eligible for the NRHP are located within or near the Project area boundaries. Project area maps will be included in the consultation for reference purposes. This will also include consulting documents, maps, records, and previous reports that may provide additional information.
2. Conduct a field survey to document all cultural resources within the Area of Potential Effects (APE). The specific goals of the survey will be to: 1) describe the distribution of

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
2001 Airport Road, Suite 201 • Flowood, MS 39232 • Phone: 601.956.3663 • FAX: 601.956.7817 • www.pickeringfirm.com

Minutes of March 2, 2021 Mayor and Board of Aldermen

Ms. Kini Gonsoulin
Phase I Cultural Resources Assessment Proposal
February 16, 2021
Page 2 of 3

cultural resources within the APE; 2) determine the location and condition of cultural resources, especially regarding potential NRHP eligibility; 3) determine the types of cultural resources present; 4) classify the types of individual cultural resources present; and 5) record the physical extent of specific resources. In areas where shovel testing is not possible, standard archaeological techniques will be implemented, especially visual observation of the ground surface.

3. If/when archaeological sites are discovered, the site area will be mapped, recording the location of shovel tests (positive and negative), and surface material, topography, relative position to natural resources such as water, and other information that is determined useful for site interpretation. Delineation shovel tests will be placed in a cruciform pattern at five or 10-meter intervals to help define the horizontal and vertical limits of the site. This method of testing will continue until two negative shovel tests are encountered or until delineations extend beyond the project boundaries. Any artifacts that would be recovered during the investigation will be bagged by provenience, and taken to a laboratory for analysis.
4. Conduct an architectural assessment of the Project area. The architectural assessment will determine the effect, if any, on historic architectural resources located within the Project area.
5. Provide a report of the findings of the assessment to be reviewed by the necessary reviewing agencies, meeting Mississippi report format guidelines.

COMPENSATION

For the services described herein, we propose a lump sum fee of **\$2,800.00**.

These fees include the cost of any travel and any other sub-consultant fees. These fees are based upon the description of the Project and Scope of Work as described herein.

SCHEDULE

The Consultant will start the fieldwork within 10 days of receipt of notice to proceed. A final report will be provided within two weeks of completion of the fieldwork.

GENERAL

This proposal represents the entire understanding between the Client and the Consultant in respect of the Project and may only be modified in writing signed by both parties. In the event

Minutes of March 2, 2021
Mayor and Board of Aldermen

Ms. Kini Gonsoulin
Phase I Cultural Resources Assessment Proposal
February 16, 2021
Page 3 of 3

of a conflict between the terms of this letter and any attachments hereto, the terms of the letter shall control.

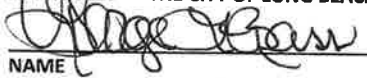
If this satisfactorily sets forth your understanding of the arrangements between the Client and the Consultant, please provide us with a written notice to proceed.

Sincerely,
PICKERING FIRM, INC.



Curt R. Craig
Principal

APPROVED: THE CITY OF LONG BEACH



NAME

George L. Bass

SIGNATURE

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following request for sign placement for a virtual forum:



February 15, 2021
Mayor and Board of Aldermen
City of Long Beach
Long Beach, Mississippi 39560
Attn: Stacey Dahl, City Clerk

Dear Mayor and Board:

I am requesting your participation and assistance to hold a virtual forum for all 2021 municipal candidates in your city. We will broadcast to Facebook as well as link to our VOTE411 Voter Guide. Our neutral moderator would offer each candidate 3 to 5 minutes to discuss their qualifications and priorities for the position, as well as 3-5 questions, sent in advance. We will be in contact with all of the candidates to set up an appropriate time.

The LWV is a nonpartisan, nonprofit organization founded over 100 years ago. Our mission is to educate and empower voters. We typically hold voter registration drives at local schools and public events, but we have curtailed those methods during the pandemic. Our main avenues to safely inform voters are VOTE411 and social media. The Vote411.org website is a nationwide platform to help voters find unbiased, factual voter information. In addition to candidate information, it directs users to the appropriate Secretary of State website for registration information and polling locations (yallvote.ms, in our case).

In addition to virtual candidate forums, we also aim to increase voter awareness and participation by placing up to 20 signs in your city. These nonpartisan signs will remind people to register by March 8th in order to vote in the Primary on April 6th. We request permission, if required, to place the signs in highly visible areas. Our voter services committee will keep track of sign locations to remove them following the election. We also request permission to place similar signs prior to the General Election.

I can be reached at 228-363-8105, or Connie Moran, Director of Communications, at 228-219-1699, or LWVMGC.PR@gmail.com. We appreciate your consideration to improve voter education and turn out.

Sincerely,
//signed//

Jennifer Segerson-Gurganus
President, League of Women Voters-MS Gulf Coast

Minutes of March 2, 2021
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the selection of Overstreet & Associates as the consultant on the Hurricane Zeta Signal Damage Project and authorize the Mayor to execute the following letter:

City of Long Beach



March 2, 2021

Scot Ehr Gott, P.E.
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION
City of Long Beach Hurricane Zeta Signal Damage
ER-9082-00(004)LPA/108767-701000

Dear Mr. Ehr Gott,

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, and construction engineering & inspection 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: Jeff Altman, P.E.
David Seyfarth, LPA District Coordinator
David Taylor, Planning Director
Chuck Starita, Asst. LPA District Coordinator
Kenneth Yarrow, Transportation Manager

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

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the selection of Overstreet & Associates as the consultant on the Hurricane Zeta Sign Damage Project and authorize the Mayor to execute the following letter:

City of Long Beach



March 2, 2021

Scot Ehr Gott, P.E.
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION
City of Long Beach Hurricane Zeta Sign Damage
ER-0295-00(022)LPA/108768-701000

Dear Mr. Ehr Gott,

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, and construction engineering & inspection 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: Jeff Altman, P.E.
David Seyfarth, LPA District Coordinator
David Taylor, Planning Director
Chuck Starita, Asst. LPA District Coordinator
Kenneth Yarrow, Transportation Manager

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www.cityoflongbeachms.com

Minutes of March 2, 2021
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the selection of Overstreet & Associates as the consultant on the Pineville Road Sidewalks Phase III Project and authorize the Mayor to execute the following letter:

City of Long Beach



March 2, 2021

Scot Ehrgott, P.E.
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION
City of Long Beach Pineville Road Sidewalk Improvements Phase III
STP-9083-00(003)LPA/108636-701000

Dear Mr. Ehrgott,

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, and construction engineering & inspection 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: Jeff Altman, P.E.
David Seyfarth, LPA District Coordinator
David Taylor, Planning Director
Chuck Starita, Asst. LPA District Coordinator
Kenneth Yarrow, Transportation Manager

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

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the selection of Pickering Firm as the consultant on the 28th Street at Klondyke Road Intersection Project and authorize the Mayor to execute the following letter:

City of Long Beach



March 2, 2021

Scot Ehr Gott, P.E.
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION
City of Long Beach 28th St at Klondyke Road Intersection
STP-9394-00(001)LPA/108637-701000

Dear Mr. Ehr Gott,

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, Pickering Firm, Overstreet & Associates, and Brown, Mitchell & Alexander, Inc. By our internal selection process, we have selected Pickering Firm as our Professional Services Consultant for preliminary engineering, and construction engineering & inspection 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 I. Bass
Mayor, City of Long Beach

cc: Jeff Altman, P.E.
David Seyfarth, LPA District Coordinator
David Taylor, Planning Director
Chuck Starita, Asst. LPA District Coordinator
Kenneth Yarrow, Transportation Manager

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

Revisit Tree Removal Permit – Alderman Lishen was removed from the agenda.

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following applications to NRCS for Emergency Watershed Projects for the Paula Drive area, Pecan Park area and Bear Bayou area, and authorize the Mayor to execute same:

City of Long Beach



March 2, 2021

Mr. Kurt Readus
State Conservationist
Natural Resources Conservation Service
100 West Capitol Street
Suite 1321
Jackson, MS 39269-1602

**Re: Emergency Watershed Protection Program
City of Long Beach, Mississippi
Paula Drive – Culvert Replacement & Channel Clearing**

Mr. Readus,

The City of Long Beach humbly requests assistance in the recovery of critical stormwater handling facilities within its city limits through the Emergency Watershed Protection (EWP) Program.

We ask for assistance in restoring a jeopardized drainage system to being able to provide adequate flow capacity. The project consists of replacement of deteriorated drainage culverts in eastern Long Beach near the intersection of Paula Drive and Rosalie Drive and repair of the outflowing channel to its connection with "Canal 1". A severe storm event occurred on February 12, such that intense rainfall exacerbated deterioration of these aging culverts and this channel, bringing further threat to the citizens who live in its vicinity as well as recreational facilities shared by all citizens. Adjacent private properties are in threat of pre-mature failure due to surface sinkholes and flooding from clogged conveyances. Planned repairs would include removal and replacement of approximately 620 linear feet of a 48" culvert and debris and sediment removal for approximately 3,550 linear feet as well as bank stabilization practices along this portion to guard against further erosion s (see attached map).

We understand that as project sponsors, we would need to procure all land rights, secure all necessary permits, furnish a local match of not less than 25%, and procure design, bid, and construction phase services of the installation of the proposed work. Based on estimates (see attached), the City recognizes it will need to procure up to \$68,750 (25%) in the form of cash, in-kind services, or a combination of both. The Federal match would be \$206,250 (75%) for the approximately \$275,000 construction estimate.

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Minutes of March 2, 2021 Mayor and Board of Aldermen

Long Beach is diligently addressing drainage issues as quickly as possible, however, budget constraints on a small established municipality leave gaps in our ability to adequately address all our drainage needs expeditiously. Your assistance would be greatly appreciated.

We sincerely appreciate your consideration for this matter. If you have any questions or comments, please don't hesitate to reach me at (228) 863-1556.

Sincerely,



George L. Bass
Mayor, City of Long Beach

OPINION OF PROBABLE CONSTRUCTION COST (PAULA)

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mobilization/Demolition	1	LS	\$34,750.00	\$34,750.00
Remove Exist Culverts	620	LS	\$20.00	\$12,400.00
48" Reinforced Concrete Pipe	620	LF	\$145.00	\$89,900.00
Debris & Sediment Removal	3550	LF	\$20.00	\$71,000.00
Rock Rip Rap	300	TN	\$90.00	\$27,000.00
Geotextile	150	SY	\$5.00	\$750.00
Clearing/Grubbing	1	LS	\$15,000.00	\$15,000.00
Earthfill	590	CY	\$30.00	\$17,700.00
Excavation	650	CY	\$10.00	\$6,500.00
Total Installation Cost				\$275,000.00

PROJECT LOCATION (PAULA)



**Minutes of March 2, 2021
Mayor and Board of Aldermen**

City of Long Beach



March 2, 2021

Mr. Kurt Readus
State Conservationist
Natural Resources Conservation Service
100 West Capitol Street
Suite 1321
Jackson, MS 39269-1602

**Re: Emergency Watershed Protection Program
City of Long Beach, Mississippi
Pecan Park Area – Culvert Replacement**

Mr. Readus,

The City of Long Beach humbly requests assistance in the recovery of critical stormwater handling facilities within the city limits of Long Beach, Mississippi through the Emergency Watershed Protection (EWP) Program.

We ask for assistance in restoring a jeopardized drainage system to being able to provide adequate flow capacity. The project consists of replacement of deteriorated drainage culverts in western Long Beach near the intersection of Pino Street and Mitchell Road. A severe storm event occurred on February 12, such that intense rainfall exacerbated deterioration of these aging culverts, bringing further threat to the citizens who live in its vicinity as well as recreational facilities shared by all citizens. Adjacent private properties are in threat of pre-mature failure due to surface sinkholes and flooding from clogged conveyances. Planned repairs would include removal and replacement of approximately 3,150 linear feet of various sized culverts (see attached map).

We understand that as project sponsors, we would need to procure all land rights, secure all necessary permits, furnish a local match of not less than 25%, and procure design, bid, and construction phase services of the installation of the proposed work. Based on estimates (see attached), the City recognizes it will need to procure up to \$162,500 (25%) in the form of cash, in-kind services, or a combination of both. The Federal match would be \$487,500 (75%) for the approximately \$650,000 construction estimate.

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www.cityoflongbeachms.com

Long Beach is diligently addressing drainage issues as quickly as possible, however, budget constraints on a small established municipality leave gaps in our ability to adequately address all our drainage needs expeditiously. Your assistance would be greatly appreciated.

We sincerely appreciate your consideration for this matter. If you have any questions or comments, please don't hesitate to reach me at (228) 863-1556.

Sincerely,

George L. Bass
Mayor, City of Long Beach

Minutes of March 2, 2021
Mayor and Board of Aldermen



Minutes of March 2, 2021 Mayor and Board of Aldermen

OPINION OF PROBABLE CONSTRUCTION COST (PECAN PARK)

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mobilization/Demolition	1	LS	\$53,000.00	\$53,000.00
Remove Exist Culverts	3150	LS	\$20.00	\$63,000.00
36" Reinforced Concrete Pipe	300	LF	\$110.00	\$33,000.00
42" Reinforced Concrete Pipe	650	LF	\$130.00	\$84,500.00
48" Reinforced Concrete Pipe	700	LF	\$145.00	\$101,500.00
72" Reinforced Concrete Pipe	1500	LF	\$200.00	\$300,000.00
Earthfill	1000	CY	\$15.00	\$15,000.00
	Total Installation Cost			\$650,000.00

PROJECT LOCATION (PECAN PARK)



**Minutes of March 2, 2021
Mayor and Board of Aldermen**

City of Long Beach



March 2, 2021

Mr. Kurt Readus
State Conservationist
Natural Resources Conservation Service
100 West Capitol Street
Suite 1321
Jackson, MS 39269-1602

**Re: Emergency Watershed Protection Program,
City of Long Beach, Mississippi
Bear Bayou**

Mr. Readus,

The City of Long Beach, Mississippi humbly requests assistance in the recovery of critical stormwater handling facilities within its city limits through the Emergency Watershed Protection (EWP) Program.

We ask for assistance in restoring a jeopardized drainage system to adequate capacity. The project channel is Bear Bayou located in the southeast section of the City; the project would extend from Highway 90 to the CSX Railroad (passing through the University of Southern Mississippi's Gulf Park location). On February 12, 2021, intense rainfall exacerbated existing erosion and deposited large amounts of sediment, bringing further threat to the citizens who live in its vicinity as well as the university. Adjacent private properties and associated fences are in threat of pre-mature failure due to this severe erosion. Planned repairs would include debris and sediment removal for approximately 4,200 linear feet as well as bank stabilization practices along this portion to guard against further erosion.

We understand that as project sponsors, we would need to procure all land rights, secure all necessary permits, furnish a local match of not less than 25%, and procure design, bid, and construction phase services of the installation of the proposed work. Based on estimates above (as detailed in the attached report), the City recognizes it will need to procure up to \$48,062.50 (25%) in the form of cash, in-kind services, or a combination of both. The Federal match would be \$144,187.50 (75%) for the approximately \$192,250 construction estimate.

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www.cityoflongbeachms.com

Long Beach is diligently addressing drainage issues as quickly as possible, however, budget constraints on a small established municipality leave gaps in our ability to adequately address all our drainage needs expeditiously. Your assistance would be greatly appreciated.

We sincerely appreciate your consideration for this matter. If you have any questions or comments, please don't hesitate to reach me at (228) 863-1556.

Sincerely,

George L. Bass
Mayor, City of Long Beach

Minutes of March 2, 2021
Mayor and Board of Aldermen

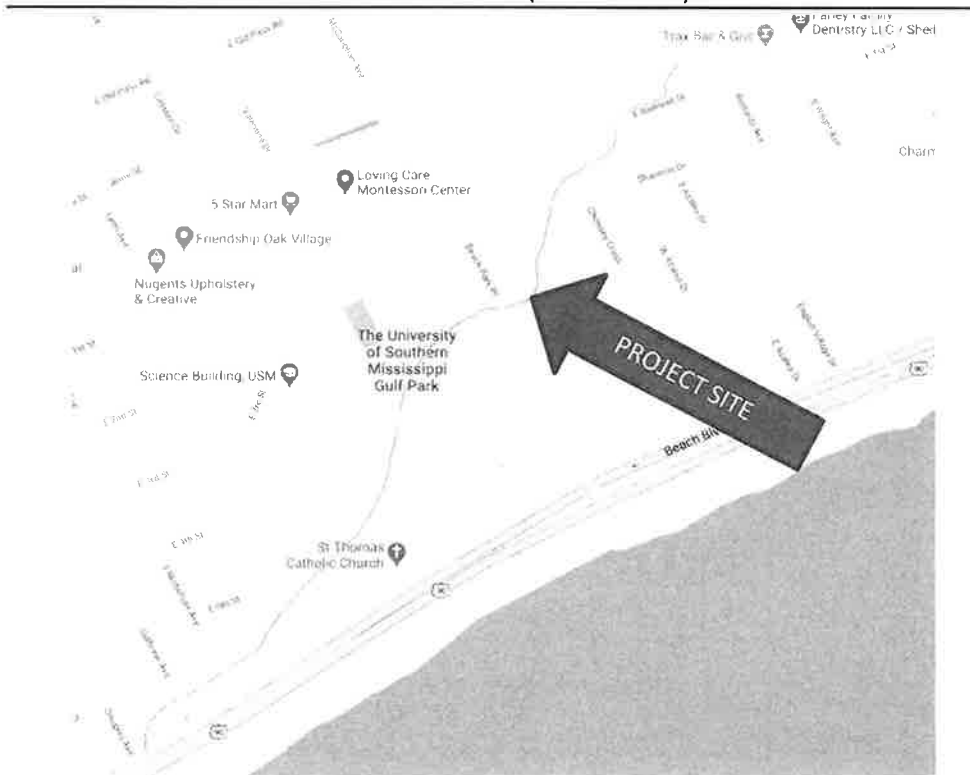


Minutes of March 2, 2021 Mayor and Board of Aldermen

OPINION OF PROBABLE CONSTRUCTION COST (BEAR BAYOU)

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mobilization/Demolition	1	LS	\$25,000.00	\$25,000.00
Rock Rip Rap	400	TN	\$90.00	\$36,000.00
Geotextile	200	SY	\$5.00	\$1,000.00
Clearing/Grubbing	1	LS	\$15,000.00	\$15,000.00
Earthfill	775	CY	\$30.00	\$23,250.00
Excavation	800	CY	\$10.00	\$8,000.00
Debris & Sediment Removal	4200	LF	\$20.00	\$84,000.00
Total Installation Cost				\$192,250.00

PROJECT LOCATION (BEAR BAYOU)



The Mayor recognized Mr. Steve McNally of 20073 Commission Road, Long Beach, MS who spoke about zoning concerns. No action was required or taken.

The Mayor apprised the Board of three seized vehicles that were in the City's possession at the Police Department that were damaged during Hurricane Zeta. The Drug Enforcement Agency (DEA) is requiring the City to repair these vehicles as soon as possible. Chief Seal has already obtained an approximate quote of \$4,600 to repair

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

two of the three vehicles. After further discussion, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to repair the three vehicles.

It came on for discussion the damages to the Harbormaster Building from Hurricane Zeta. The Mayor apprised the Board that rain leaking through the damaged roof has also damaged the HVAC system. After discussion, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to authorize repairs to the roof and HVAC system of the Harbormaster Building.

The Mayor updated the Board on the safety measures enacted at the Harbor and estimated that the boat launch ramps would open possibly on Friday.

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

City Clerk's Office:

- Retirement, PT Accts Payable Clerk Mimi McMath, effective April 30, 2021
- New Hire, PT Accts Payable Clerk Nicole Guillot, \$12.50 per hour, effective March 16, 2021

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following Contract Amendment with Overstreet & Associates to the Master Agreement, and authorize the Mayor to execute same:

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



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

February 26, 2021

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

**RE: Amendment 2021-1
GIS Intern
City Engineering Services**

Ladies and Gentlemen:

We have recently added a GIS intern to our team, bringing additional capability to our services. GIS is an acronym of Geographic Information Systems, a powerful tool to gather and manipulate mapping, spatial, and geographic data. The need for such services has been identified in the past, such as the need to create a spatial, unified map of the City's water & sewer infrastructure, displaying water & sewer main locations, drainage locations, fire hydrant and valve locations, etc. Additionally, a GIS system could create a list of addresses inside the City limits, or the limits of a Ward in the City, or within a certain flood zone, etc. In short, it is a powerful system that we believe has major beneficial potential for the City.

Therefore, we submit for your approval this Amendment to the Master Services Agreement for City Engineering services, creating the rate necessary for performance of these kinds of important services.

Sincerely,

David Ball, P.E.

DB:539
Attachment

Minutes of March 2, 2021
Mayor and Board of Aldermen

AMENDMENT NUMBER 2021-1 TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.

It is agreed to modify the standard rates for Professional Services for City Engineering Services in accordance with the provisions contained in the Master Agreement dated August 7, 2018:

A. BASIS OF COMPENSATION

- 1. Hourly fees as allowed in the Master Agreement will be modified in accordance with the hourly rates recited on the attached EXHIBIT "A", adding the GIS Intern position & rate.

OWNER:

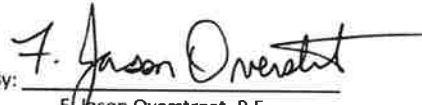
CITY OF LONG BEACH, MISSISSIPPI

By: 
George Bass
Mayor

Date Signed: 3-3-21

ENGINEER:

OVERSTREET & ASSOCIATES, PLLC.

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

Date Signed: 2/26/2021

Minutes of March 2, 2021
Mayor and Board of Aldermen

EXHIBIT "A"

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE JANUARY 1, 2021

<u>Position</u>	<u>Billing Rate</u>
Principal	\$150.00
Senior Professional Engineer	\$145.00
Professional Engineer.....	\$130.00
Engineer Intern	\$95.00
CADD Technician III / Designer.....	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$70.00
GIS Intern	\$35.00
Resident Project Representative III.....	\$80.00
Resident Project Representative II.....	\$70.00
Resident Project Representative I.....	\$60.00
Project Technician	\$65.00
Professional Land Surveyor.....	\$100.00
Sr. Survey Crew Chief	\$85.00
Survey Technician II	\$70.00
Survey Technician I	\$55.00
Survey Crew III	\$175.00
Survey Crew II	\$130.00
Survey Crew I	\$110.00

Minutes of March 2, 2021
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract with Overstreet & Associates for Lynwood Subdivision Water System Improvements, and authorize the Mayor to execute same:

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



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

February 26, 2021

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

RE: Lynwood Subdivision Water System Improvements

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced water system improvements project in the Lynwood Subdivision System. This proposed project will provide improved water quality, fire flow capability, and system reliability in the Lynwood Subdivision. A slight difference between this water system improvements project and several of our past projects is that it is believed that many of the residences in the area are served from the rear-yard. Our proposal to install the water main in the right-of-way for ease of maintenance will therefore necessitate acquisition of rights-of-entry to connect the new water services to the existing water service connection in the rear of the house. We propose to assist the City in obtaining the necessary rights-of-entry for that construction work.

If it suits the Board, we recommend that the Board authorize the Mayor to execute the attached contract so that we may begin work on this project.

Sincerely,


David Ball, P.E.

DB:1143
Attachment

Minutes of March 2, 2021 Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of February 25, 2021 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for the replacement of the water main within the Lynwood Circle Subdivision and the connections to the water main on Alexander Rd., along with other related miscellaneous water system improvements and restoration and a full-width overlay of the Lynwood Circle Subdivision, all more generally described as "Water System Improvements (2021) – Lynwood Circle Subdivision". ("Project")

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

3.01 Additional Services

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

4.01 Termination

1 of 6
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of March 2, 2021 Mayor and Board of Aldermen

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2 of 6

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of March 2, 2021 Mayor and Board of Aldermen

7.01 General Considerations

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

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 6 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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**Minutes of March 2, 2021
Mayor and Board of Aldermen**

9.01 Payment

- A. Based on the current expected construction cost of approximately \$300,000, and using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. *Basic Services.*
 - a. Basic Services will be compensated on a lump sum amount of \$23,000, based on the following assumed distribution of compensation:

Design Phase	50%
Permitting	5%
Bidding and Negotiating Phase	5%
<u>Construction Phase</u>	<u>40%</u>
Total	100%
 2. *Topographical Surveys.*
 - a. For preparation of topographical survey data by ENGINEER's personnel or subconsultants, a lump sum amount of \$8,000.
 3. *Right-of-Entry.*
 - a. Because it is believed that the existing water system in the subdivision serves most of the residences from the rear, rights-of-entry to each property for the purposes of abandoning the existing water main and connecting to existing water services connection points will be required. For preparation and acquisition of rights-of-entry to the various required properties, an hourly amount not to exceed \$9,000.
 4. *Construction Inspection Services.*
 - a. Resident Project Representative Services and Post Construction Services. For services of ENGINEER's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. Total fees for construction inspection services are currently estimated at \$52,000. This total fee will not be exceeded without prior written authorization.
- B. *Hourly Rates for services billed on the basis of time.*
1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
 2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. The Standard Hourly Rates may be adjusted annually (as of January 2021) to reflect equitable changes in the compensation payable to the ENGINEER.
- C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- D. Engineer proposes the following estimated schedule for completion of the various phases of the work:
- | | |
|-----------------------|--|
| Complete Topo Survey | 30 days from date of execution of this Contract |
| Complete Design | 120 days from date of execution of this Contract |
| Complete Construction | 300 days from date of execution of this Contract |

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Minutes of March 2, 2021 Mayor and Board of Aldermen

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

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates, PLLC.

By: 
George Bass
Mayor

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

Date Signed: 3-3-21

Date Signed: 2/25/2021
License No./State: 18601/MS

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

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

Minutes of March 2, 2021
Mayor and Board of Aldermen

Appendix 1

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE JAN. 1, 2021

<u>Position</u>	<u>Billing Rate</u>
Principal.....	\$175.00
Professional Engineer V.....	\$160.00
Professional Engineer IV.....	\$155.00
Professional Engineer III.....	\$140.00
Professional Engineer II.....	\$130.00
Professional Engineer I.....	\$120.00
Engineer Intern III.....	\$115.00
Engineer Intern II.....	\$100.00
Engineer Intern I.....	\$90.00
GIS Intern.....	\$35.00
Professional Land Surveyor	\$120.00
Senior Project Manager.....	\$120.00
Project Manager.....	\$90.00
Sr. Survey Crew Chief	\$90.00
RPR III	\$90.00
RPR II	\$80.00
RPR I	\$70.00
Engineering Technician III.....	\$85.00
Engineering Technician II.....	\$80.00
Engineering Technician I.....	\$70.00
CADD Technician III	\$95.00
CADD Technician II	\$85.00
CADD Technician I	\$75.00
Project Technician	\$70.00
Administrative/Clerical.....	\$65.00
Surveys with RTK GPS Equipment	\$25.00
Survey Project Manager/Land Surveyor Intern.....	\$100.00
Survey Technician II.....	\$75.00
Survey Technician II.....	\$60.00
Survey Crew III.....	\$175.00
Survey Crew II.....	\$130.00
Survey Crew I.....	\$110.00

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**Minutes of March 2, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following Contract with Overstreet & Associates for Sewer Inspection & Rehabilitation (2021), and authorize the Mayor to execute same:

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



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

February 26, 2021

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

RE: Sewer Inspection & Rehabilitation (2021)

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced sewer system project. In past years, the City has wisely made investment into the existing sewer system throughout the City by performing closed-circuit video inspections & ratings of portions of the sewer system, followed by *in situ* (avoiding traditional "dig/build" construction) rehabilitation of the worst segments of the system. The proposed contract will continue this important investment into our sewer infrastructure. We recommend that the Board authorize the Mayor to execute the attached contract so that we may begin work on this project.

Sincerely,


David Ball, P.E.

DB:1144
Attachment

Minutes of March 2, 2021 Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of February 25, 2021 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Assoc. ("Engineer").

Engineer agrees to provide the services described below to Owner for the video inspection and investigation of miscellaneous portions of the gravity sewer system throughout the City of Long Beach. The areas proposed for inspection include all or portions of the sewer systems in the Royal Estates Subdivision, and other miscellaneous areas as determined during coordination with the Long Beach Public Works department. Further, the project includes sewer rehabilitation, including cured-in-placing lining, lateral lining, and sewer manhole rehabilitation in areas which have been previously identified as possible candidates for rehabilitation. These areas include intermittent segments along Railroad St. in the vicinity of Alexander Rd. and Nicholson Ave., and in the Mockingbird Dr. subdivision, in the Green Acres Subdivision near the Alyce Place pump station, in the Greenwood Subdivision near N. Burke Ave., and several segments in the E. Old Pass Rd./N. Nicholson Ave. area. The scope of work described herein is all more generally described as Sewer Inspection & Rehabilitation (2021). ("Project")

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours

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Minutes of March 2, 2021 Mayor and Board of Aldermen

charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to

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an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

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

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 6 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all

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prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

- A. Based on the current expected construction cost of approximately \$190,000, and using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. *Basic Services.*
 - a. For Basic Services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Basic Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. Basic Services will be compensated on a lump sum amount of \$16,000, based on the following assumed distribution of compensation:

Design Phase	50%
Bidding and Negotiating Phase	10%
<u>Construction Phase</u>	<u>40%</u>
Total	100%
 - c. The total fee for basic services in each phase of work will not be exceeded without prior written authorization.
 2. *Construction Inspection Services.*
 - a. For Resident Project Representative Services and Post Construction Services, under each phase of work, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. It is expected that construction inspection services will be performed on a part-time, as-needed basis for this project. Total fees for construction inspection services are currently estimated at \$8,000. This total fee will not be exceeded without prior written authorization.
- B. *Hourly Rates.*
1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
 2. Overtime pay (i.e., hours spent in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged multiplied by the standard hourly rates times 1.5 for each applicable billing class for all services performed during overtime hours.
 3. The Standard Hourly Rates may be adjusted annually (as of January 2021) to reflect equitable changes in the compensation payable to the ENGINEER.
- C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- D. Engineer proposes the following estimated schedule for completion of the various phases of the work:
- | | |
|---------------------------------|---|
| Complete Construction Documents | 90 days from date of execution of Contract |
| Complete Construction Phase | 240 days from date of execution of Contract |

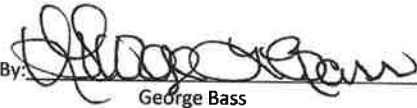
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of March 2, 2021
Mayor and Board of Aldermen

OWNER: City of Long Beach

ENGINEER: A. Garner Russell & Associates, Inc.

By: 
George Bass
Mayor

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

Date Signed: 3-3-21

Date Signed: _____
License No. and State: 18601/MS

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

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

Minutes of March 2, 2021
Mayor and Board of Aldermen

Appendix 1

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE JAN. 1, 2021

<u>Position</u>	<u>Billing Rate</u>
Principal.....	\$175.00
Professional Engineer V.....	\$160.00
Professional Engineer IV.....	\$155.00
Professional Engineer III.....	\$140.00
Professional Engineer II.....	\$130.00
Professional Engineer I.....	\$120.00
Engineer Intern III.....	\$115.00
Engineer Intern II.....	\$100.00
Engineer Intern I.....	\$90.00
GIS Intern.....	\$35.00
Professional Land Surveyor.....	\$120.00
Senior Project Manager.....	\$120.00
Project Manager.....	\$90.00
Sr. Survey Crew Chief.....	\$90.00
RPR III.....	\$90.00
RPR II.....	\$80.00
RPR I.....	\$70.00
Engineering Technician III.....	\$85.00
Engineering Technician II.....	\$80.00
Engineering Technician I.....	\$70.00
CADD Technician III.....	\$95.00
CADD Technician II.....	\$85.00
CADD Technician I.....	\$75.00
Project Technician.....	\$70.00
Administrative/Clerical.....	\$65.00
Surveys with RTK GPS Equipment.....	\$25.00
Survey Project Manager/Land Surveyor Intern.....	\$100.00
Survey Technician II.....	\$75.00
Survey Technician II.....	\$60.00
Survey Crew III.....	\$175.00
Survey Crew II.....	\$130.00
Survey Crew I.....	\$110.00

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There came on for discussion the property at 6370 Fred Allen Road, assessed to Steve & Rachel Craig, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to schedule a public hearing, Wednesday, April 7, 2021, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not this property situated in the City of Long Beach is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

At the request of City Attorney Steve Simpson, Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss with and seek legal advice and counsel of the City Attorney regarding update on legal negotiations.

The question having received the affirmative voice vote of all of the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session.

* * *

The meeting resumed in Open Session, whereupon City Attorney Simpson apprised the Mayor and Board regarding discussions with Mr. Keith Starita's (Coastal Daiquiri Bar & Grill owner) counsel. Attorney Simpson recommended allowing Mr. Starita to continue with the construction/improvements to Coastal Daiquiri Bar & Grill under the monitoring of Fire Chief Skellie and Building Official Gundlach. A sprinkler system will again be addressed in the future. It was the consensus of the Board to concur with the aforesaid recommendation.

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

**Minutes of March 2, 2021
Mayor and Board of Aldermen**

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Patricia Bennett, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk