

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF APRIL 2, 2024
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**
 - a. Energy Club Recognition**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. March 19, 2024 Regular & Executive Session**
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. March 28, 2024 Regular**
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 040224**
- IX. UNFINISHED BUSINESS**
 - 1. Library Appointment**
- X. NEW BUSINESS**
 - 1. Property Tax Abatement Request – Third at Town Green, LLC**
 - 2. Grant Agreement – NRCS; Dearman & Magnolia Drainage**
 - 3. Grant Agreement – NRCS; Nicholson Drainage**
 - 4. Resolution – Imminent Domain**
 - 5. Award Engineering – ARPA/MCWI Drainage Projects**
 - 6. School Board Appointment – Schedule Interviews**
 - 7. Re-Visit Shooter Ready Proposition – Alderman McGoey**
- XI. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Fire Dept. – New Hire (5)**
 - b. Police Dept. – FTO Pay (1)**
 - 3. CITY CLERK**
 - a. Purchase Cemetery Plot – Marjorie Young**
 - b. Budget Amendment FY 24 – Police Department**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - a. Supplemental Agreement – Overstreet & Associates; Pineville Rd Sidewalk Phase II**
 - b. GCRF Funds – Downtown Revitalization**
 - c. Change Order – J.E. Borries, Inc.; Southeastern Shoreline Bulkhead**
 - d. Fee Adjustment – Overstreet & Associates; N. Neff Davis Extension**
 - e. 123 W 3rd Street Drainage Issues**
 - 7. PUBLIC WORKS**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. MUNICIPAL COURT**
 - 11. HARBOR**
 - 12. COMMUNITY AFFAIRS**
 - 13. DERELICT PROPERTIES**
 - a. Assess Clean Up Fees – 0 Old Savannah; NCH Construction, Inc.**
 - b. Assess Clean Up Fees – 212 White Harbor Rd; Sarah Barnes**
 - c. Assess Clean Up Fees – 320 E Beach & 200 Douglas Ave; Baywatch Suites**
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

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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 April, 2024, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Bernie Parker, Angie Johnson (via telephone), Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

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

Mayor Bass recognized The Energy Club and congratulated them on 35 years in business.

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the Regular, Public Hearing and Executive Session minutes of the Mayor and Board of Aldermen dated March 19, 2024, as submitted.

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated March 28, 2024, as submitted.

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 040224.

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to appoint Michelle Dasher to fill the unexpired term of Christina McCummins on the Library Board for a term ending July, 2024.

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Alderman Brown made motion seconded by Alderman Parker to approve the following Property Tax Abatement Request from Third at Town Green, LLC for a period of four years:

Comptroller's Office

Memo

To: Mayor Bass & Board of Aldermen
From: Kini Gonsoulin
Date: 3/27/2024
Re: Third at Town Green, LLC tax abatement request

Third at Town Green, LLC is requesting property tax abatement for the building constructed at 114 E Third Street. This address is located within the Central Business District established by the Mayor and Board of Aldermen in August 2018. It is zoned as C-1 and requires a \$500,000 minimum investment to be eligible for abatement.

I have reviewed the supporting documentation provided by Mrs. Shawn Barlow, and it is of my opinion that the improvements constructed meet all requirements of Ordinance #639.

If you have any questions regarding this review, please do not hesitate to ask. Thank You.

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City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
(228) 863-1556

Application for Property Tax Exemption

Date of Application: 03/30/24

APPLICANT INFORMATION

Name of Owner: THIRD AT TOWN GREEN, LLC
Mailing Address: P.O. BOX 100, LONG BEACH, MS 39560
Email: 3TOWNGREEN@GMAIL.COM
Phone: (888) 297-5556

Contact Person: SHAWN B BARLOW
Mailing Address: P.O. BOX 100, LONG BEACH, MS 39560
Email: SHAWN@SHAWNBARLOW.COM
Phone: (888) 297-5556

PROJECT INFORMATION

Project Address: 114 E THIRD STREET, LONG BEACH, MS 39560
Harrison County Tax Assessor PIDN #: 0612B-03-036.000
Purchase Date (attach copy of property deed): 02/28/23
Building Permit Number (attach copy of building permit): 9093

Project is in:
 Central Business District
 Residential Renewal District

Project is for:
 New Construction
 Renovations to Existing Structures

Current Municipal Ad Valorem tax on structure excluding Ad Valorem for school purposes. (attach most recent tax receipt): \$ UNKNOWN WITH STRUCTURE

CO 313123

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Legal Description:

THE EAST 50 FEET OF LOT 10, BLOCK 8, OF ORIGINAL LONG BEACH, A SUBDIVISION OF THE CITY OF LONG BEACH, HARRISON COUNTY, MS AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI.

Project Description:

C-1 CENTRAL BUSINESS (COMMERCIAL LOT DEVELOPED WITH (A) COMMERCIAL BUSINESS UNITS ON THE FIRST FLOOR (UNIT A: SERENDIPITY CREAMERY, UNIT B: THE OPAL SALON & BOUTIQUE) AND (B) RESIDENTIAL SHORT TERM RENTALS ON THE SECOND FLOOR (C&D). DESIGNATED PARKING FENCED IN THE REAR, LANDSCAPED IN THE FRONT.

Estimated Project Amount: \$514,813.63
Estimated Project Begin Date: 04/08/23
Estimated Project Completion Date: 03/31/23

By signing this application, the undersigned acknowledges that the above information is true, correct, and complete, to the best of his/her knowledge.

03/20/24
Date

Shawn B Barlow
Applicant/Property Owner

The question being put to a roll call vote by the Mayor, the result was as follows:

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

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

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Notice of Grant and Agreement Award with Natural Resources Conservation Service (NRCS) for a drainage project at Dearman Avenue & Magnolia Street and authorize the Mayor to execute same:



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093


NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR244423XXXXC056	2. Amendment Number	3. Award /Project Period Date of final signature - 05/01/2024	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269		6. Recipient Organization (Name and Address) CITY OF LONG BEACH P. O. BOX 929 LONG BEACH MS 39560-0929 UEI Number / DUNS Number: KVY2KN1SNUP5 / 124196767 EIN:	
7. NRCS Program Contact Name: Norman Patterson Phone: (601) 909-3325 Email: norman.patterson@usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name: Kini Gonsoulin Phone: (228) 863-1556 Email: kini@cityoflongbeachms.com	10. Recipient Administrative Contact Name: Kini Gonsoulin Phone: (228) 863-1556 Email: kini@cityoflongbeachms.com
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1, PL 117-58	13. Type of Action New Agreement	14. Program Director Name: George Bass Phone: (229) 863-1556 Email: mayor@cityoflongbeachms.com
15. Project Title/ Description: IJA PROJECT BANK STABILIZATION - CITY OF LONG BEACH DSR SITES: 28-04-22-5311-304 Dearman & Magnolia			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$108,693.75	\$32,937.50	
Additional funds total	\$0.00	\$0.00	
Grand total	\$108,693.75	\$32,937.50	
18. Approved Budget			

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Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$98,812.50	Other	\$9,881.25
Total Direct Cost	\$108,693.75	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$32,937.50
		Total Federal Funds Awarded	\$108,693.75
		Total Approved Budget	\$141,631.25

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Kurt Readus State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative George Bass Mayor	Signature 	Date 4-3-24

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

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Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Long Beach, hereinafter referred to as the "Sponsor", for EWP Project # 5311-304 in Harrison County, Mississippi, for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 28-04-22-5311-304 Bank stabilization at Dearman and Magnolia, Harrison County, Mississippi.

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$141,631.25

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$98,812.50 + 25% Sponsor \$32,937.50): \$131,750.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$9,881.25

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.
2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
 - a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
 - b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

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Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

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14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. Pay the contractor(s) for all work performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual

NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

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2. If applicable designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the Installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

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3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
6. Provide construction inspection in accordance with the QAP.
7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction:
6. Complete close-out activities

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GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Notice of Grant and Agreement Award with Natural Resources Conservation Service (NRCS) for a drainage project at Nicholson Avenue and authorize the Mayor to execute same:



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093


NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR244423XXXXC058	2. Amendment Number	3. Award /Project Period From Date of Final Signature - 07/30/2024	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269		6. Recipient Organization (Name and Address) CITY OF LONG BEACH P.O. BOX 929 LONG BEACH MS 39560-0929 UEI Number / DUNS Number: V3P3M7MCNMX8 / 025607524 EIN:	
7. NRCS Program Contact Name: Norman Patterson Phone: (601) 909-3325 Email: norman.patterson@usda.gov	8. NRCS Administrative Contact Name: Dorothea Martinez Phone: (803) 253-3899 Email: dorothea.martinez@usda.gov	9. Recipient Program Contact Name: Jeff Ballweber Phone: (601) 927-0883 Email: jballweber@pickeringfirm.com	10. Recipient Administrative Contact Name: Kini Gonsoulin Phone: 228-863-1556 Email: KINI@CITYOFLONGBEACHMS.COM
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Jeff Ballweber Phone: (601) 927-0883 Email: jballweber@pickeringfirm.com
15. Project Title/ Description: To provide TA and FA to the City of Long Beach for the design and installation of EWP measures as detailed in the Individual Damage Survey Report in Harrison County, MS.			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$47,437.50	\$14,375.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$47,437.50	\$14,375.00	
18. Approved Budget			

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Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$43,125.00	Other	\$4,312.50
Total Direct Cost	\$47,437.50	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$14,375.00
		Total Federal Funds Awarded	\$47,437.50
		Total Approved Budget	\$61,812.50

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative KURT READUS State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative GEORGE L. BASS Mayor	Signature 	Date 4-3-24

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

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Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Long Beach, hereinafter referred to as the "Sponsor", Nicholson Avenue, Harrison County, Mississippi for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the Individual Damage Survey Reports (DSR) and described here:

DSR 28-04-21-5302-301– bank stabllization along Nicholson Avenue, Harrison County, Mississippi

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$61,812.50

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$43,125.00 + 25% Sponsor \$14,375.00): \$57,500.00

Technical Assistance (TA) Costs:

NRCS pays up to \$4,312.50 of total construction cost:

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$4,312.50 of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.
2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
 - a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
 - b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

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writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even

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if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. Pay the contractor(s) for all work performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual

NRCS RESPONSIBILITIES

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1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. If applicable designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

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2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction:
6. Complete close-out activities

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GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

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Mayor and Board of Aldermen**

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 2nd day of April, 2024, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

A RESOLUTION BY THE GOVERNING AUTHORITY OF LONG BEACH TO AUTHORIZE NEGOTIATIONS TO ACQUIRE REAL PROPERTY INTERESTS AND EASEMENTS AND TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO EXPEDITE THE " KLONDYKE ROAD AND COMMISSION ROAD INTERSECTION IMPROVEMENT PROJECT", AND FOR RELATED PURPOSES

WHEREAS, the City of Long Beach (the CITY) proposes to acquire certain interests in certain properties located in the City of Long Beach near and around the intersection of Klondyke Road and Commission Road in support of the Klondyke Road and Commission Road Intersection Improvement Project (the "Project"), and

WHEREAS, it is necessary, desirable and required pursuant to the plans for said Project to acquire certain interests in property as described in the attached Exhibit A; and

WHEREAS, the City is authorized by law to acquire private property for the public use; and

WHEREAS, the acquisition of such construction easements, permanent utility easements, and property is for the public use and is necessary for the public use, namely, the Klondyke Road/Commission Road Intersection Improvement Project, and

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

SECTION 1. That the private property described in the attached Exhibit A is hereby declared to be necessary for the public use and that the City Attorney and Wise Carter Child & Caraway, P.A. have been authorized to negotiate with the owners of said property and to purchase or otherwise acquire said easement(s) and other interests in property, as approved by the Mayor and Board of Alderman, failing in which, they are hereby authorized and directed to proceed to file and prosecute eminent domain proceedings, after approval by the Mayor and Board of Aldermen, including any proceedings authorized pursuant to Sections 11-27-1 through 11-27-91, and 21-37-47 of the Mississippi Code Ann. (1972), as amended and as applicable, against the individuals, corporations and/or partnerships, and any and all other persons having or claiming title to or any interest in the property herein above set forth.

SECTION 2. After negotiations with landowners and parties of interest, and in the event said negotiations are unsuccessful and property interests cannot be acquired by negotiations, then based upon information and belief, the City shall suffer irreparable harm due to delay in provision of needed public traffic control, and/or due to foreseeable loss of federal or state funding sources; and in such event the Mayor shall be hereby authorized to execute and give an Affidavit on behalf of the City identifying the potential irreparable damage, and the said attorneys are hereby directed to proceed with eminent domain proceedings and to submit the Affidavit in support of said proceedings claiming for the City the right of immediate title and possession pursuant to Sections 11-27-81 through 11-27-91, Miss. Code of 1972 Annotated, as Amended.

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SECTION 3. That all actions taken, prior to the date of the adoption of this Resolution, including but not limited to appraisal and legal work, in furtherance of the above stated purposes, are hereby fully ratified and confirmed.

SECTION 4. That a certified copy of this Resolution be forwarded to the City Attorney for use in such proceedings and/or in the filing of eminent domain proceedings in any Court having competent jurisdiction of said cause and subject matter.

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

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

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

This the 2nd day of April, 2024.

APPROVED:


 George L. Bass, Mayor

ATTEST:



 Stacey Dahl, City Clerk

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**EXHIBIT "A"
LEGAL DESCRIPTION**

RIGHT OF WAY DESCRIPTION

The following description is based on the Mississippi State Plane Coordinate System, Grid North (NAD 83- east zone) using a combined factor of 0.999960753 and a convergence angle of -00°09'42".

A parcel of land lying and being situated in the SE 1/4 of Section 2, Township 8 South, Range 12 West, Harrison County, Mississippi, and being more particularly described as follows:

Commence at a 1/2" rebar set at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 8 South Range 12 West, said point having MS State Plane East Zone Coordinates of N 317532.17, E 881999.40; thence run East 1312.46 feet; thence run South 1072.05 feet to a 1/2" rebar set at the Northeast corner of the Grantor's property, said point having MS State Plane East Zone Coordinates of N 316460.12, E 883311.86 and being the **POINT OF BEGINNING** of the herein described parcel.

From said **POINT OF BEGINNING**, thence run S00°08'35" E along the West right of way line of Klondyke road for a distance of 206.82 feet to a chiseled mark set at a right of way flare; thence run S 44°56'25" W along said right of way flare for a distance of 28.24 feet to a chiseled mark set on the North right of way line of Commission Road; thence run S 89° 59'25" W along said North right of way line for a distance of 65.31 feet to a set chiseled mark, said point being 24.460 feet left of and perpendicular to centerline station 108+67.000 of Commission Road as shown on the right of way plans for Project Number STP-0295-00(016)LPA; thence leaving said North right of way line, run N 00°13'49" W along the proposed North right of way line of Commission Road for a distance of 5.54 feet to a set 1/2" rebar, said point being 30.00 feet left of and perpendicular to centerline station 108-67.000 of Commission Road as shown on the above referenced plans; thence run N 89°46'11"E along said proposed North right of way line for a distance of 42.70 feet to a 1/2" rebar set at a proposed right of way flare, said point being 30.000 feet left of and perpendicular to centerline station 109+09.7000 of Commission Road as shown on the above referenced plans; thence run N 43°42'33" E along said proposed right of way flare for a distance of 36.91 feet to a 1/2" rebar set on the proposed West right of way line of Klondyke Road, said point being 40.000 feet left of and perpendicular to centerline station 16+55.000 of Klondyke Road as shown on the above referenced plans; thence run N 00°24'51" W along said proposed West right of way line for a distance of 185.00 feet to a set 1/2" rebar, said point being 40.000 feet left of and perpendicular to centerline station 18+40.000 of Klondyke Road as shown on the above referenced plans; thence run N 11°45'00" E along said proposed West right of way line for a distance of 9.60 feet to a 1/2" rebar set on the North line of the Grantor's property; thence run N 89°51'25" E along said North line for a distance of 15.94 feet back to the **POINT OF BEGINNING** and containing 0.103 acre, more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 1 DESCRIPTION

The following description is based on the Mississippi State Plane Coordinate System, Grid North (NAD 83-East Zone) using a combined factor of 0.999960753 and a convergence angle of -00°09'42".

A parcel of land lying and being situated in the SE 1/4 of Section 2, Township 8 South, Range 12 West, Harrison County, Mississippi, and being more particularly described as follows:

Commence at a 1/2" rebar set at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 8 South, Range 12 West, said point having MS State Plane East Zone Coordinates of N317532.17, E 881999.40; thence run East 1312.46 feet; thence run South 1072.05 feet to a 1/2" rebar set at the Northeast corner of the Grantor's property; thence leaving said West right of way line, run S89°51'25" W along the North line of the Grantor's property for a distance of 15.94 feet to a 1/2" rebar set on the proposed West right of way line of Klondyke Road as shown on the right of way plans for Project Number STP-0295-00(016)LPA, said point and having MS State Plane East Zone Coordinates of N 316460.08, E 883295.91 and being the **POINT OF BEGINNING** of the herein described parcel.

From said **POINT OF BEGINNING**, continue S 89°51'25" W along said North line for a distance of 5.02 feet; thence leaving said North line, run S 00°24'51" E for a distance of 90.41 feet to a point, said point being 43.000 feet left of and perpendicular to centerline station 17+59.000 of Klondyke Road as shown on the above referenced plans; thence run S 89°35'09" W for a distance of 17.00 feet to a point, said point being 60.00 feet left of and perpendicular to centerline station 17+59.000 of Klondyke Road as shown on the above referenced plans; thence run S 00°24'51"E for a distance of 35.00 feet to a point, said point being 60.000 feet left of and perpendicular to centerline station 17+24.000 of Klondyke Road as shown on the above referenced plans; thence run N 89°35'09" E for

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a distance of 20.00 feet to a point located on the proposed West right of way line of Klondyke Road, said point being 40.000 feet left of and perpendicular to centerline station 17+24.000 of Klondyke Road as shown on the above referenced plans; thence run N 00°24'51" W along said proposed right of way line for a distance of 116.00 feet to a set 1/2" rebar, said point being 40.000 feet left of and perpendicular to centerline station 18+40.000 of Klondyke Road as shown on the above referenced plans; thence run N 11°45'00" E along said proposed West right of way line for a distance of 9.60 feet back to the **POINT OF BEGINNING** and containing 0.023 acre, more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION

The following description is based on the Mississippi State Plane Coordinate System, Grid North (NAD 83-East Zone) using a combined factor of 0.999960753 and a convergence angle of -00°09'42".

A parcel of land lying and being situated in the Se 1/4 of Section 2, Township 8 South, Range 12 West, Harrison County, Mississippi, and being more particularly described as follows:

Commence at a 1/2" rebar set at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 8 South, Range 12 West, said point having MS State Plane East Zone Coordinates of N 317532.17, E 881999.40; thence run East 1312.46 feet; thence run South 1072.05 feet to a 1/2" rebar set at the Northeast corner of the Grantor's property; thence run S 00°08'35" E along the West right of way line of Klondyke Road for a distance of 206.82 feet to a chiseled mark set at a right of way flare; thence run S 44°56'25" W along said right of way flare for a distance of 28.24 feet to a chiseled mark set on the North right of way line of Commission Road; thence run S 89°59'25" W along said North right of way line for a distance of 65.31 feet to a set chiseled mark, said point being 24.460 feet left of and perpendicular to centerline station 108+67.000 of Commission Road as shown on the right of way plans for Project Number STP-0295-00(016)LPA; thence leaving said North right of way line, run N 00°13'49" W along the proposed North right of way line of Commission Road for a distance of 5.54 feet to a set 1/2" rebar, said point being 30.00 feet left of and perpendicular to centerline station 108+67.000 of Commission Road as shown on the above referenced plans and having MS State Plane East Zone Coordinates of N 316233.30, E 883227.11 and being the **POINT OF BEGINNING** of the herein described parcel.

From said **POINT OF BEGINNING**, thence run N 00°13'49" W for a distance of 10.00 feet to a point, said point being 40.000 feet left of and perpendicular to centerline station 108+67.000 of Commission Road as shown on the above referenced plans; thence run N 89°46'11" E for a distance of 42.70 feet to a point, said point being 40.000 feet left of and perpendicular to centerline station 109+09.700 of Commission Road as shown on the above referenced plans; thence run S 00°13'49" E for a distance of 10.00 feet to a 1/2" rebar set on the proposed north right of way line of Commission Road; thence run S 89°46'11" W along said proposed north right of way line for a distance of 42.70 feet back to **THE POINT OF BEGINNING** and containing 0.010 acre, more or less.

These descriptions are based on a survey by Pickering Firm, Inc. dated 11/19/2021 (PFI Job No. 25408.01). Pickering Firm, Inc. 2001 Airport Road, Suite 201 Flowood, MS 39232 (601) 956-3663

Minutes of April 2, 2024
Mayor and Board of Aldermen

Based on the following recommendation from the Selection Committee, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to award Engineering Services for the ARPA/MCWI Drainage Projects to Overstreet & Associates:

RECOMMENDATION OF GENERAL ENGINEERING SERVICES FOR ARPA/MCWI AND GOMESA PROJECTS SERVICES
SELECTION COMMITTEE

RE: Services for General Engineering Services for ARPA/MCWI and GOMESA Projects

Long Beach, Mississippi, requested proposals for General Engineering Services for ARPA/MCWI and GOMESA Projects, by order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 15th day of February, 2022.

The following proposals were received in the City Clerk's Office no later than 2:00 p.m., Wednesday, March 27, 2024. The Selection Committee met on April 1, 2024 at 10:00 a.m. to review the proposals received from the following firms and/or individuals.

Covington Civil & Environmental, LLC
2300 14th Street
Gulfport, MS 39501

Cypress Environmental & Infrastructure
772 Howard Avenue
Biloxi, MS 39530

MP Design Group Architecture & Engineering
918 Howard Avenue, Suite F
Biloxi, MS 39531

Overstreet & Associates, PLLC
161 Lameuse Street, Suite 203
Biloxi, MS 39530

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the highest number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to Overstreet + Associates

<u>Firm</u>	<u>Total Points</u>
<u>Covington Civil & Environmental, LLC</u>	<u>467</u>
<u>Cypress Environmental & Infrastructure</u>	<u>431</u>
<u>MP Design Group Architecture & Engineering</u>	<u>466</u>
<u>Overstreet & Associates, PLLC</u>	<u>488</u>


Selection Committee Member


Selection Committee Member


Selection Committee Member


Selection Committee Member


Selection Committee Member


Selection Committee Member

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

There came on for discussion Schedule School Board Interviews, whereupon Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to direct Deputy City Clerk Kini Gonsoulin to schedule interviews on Thursday April 4, 2024 at 5:00 pm and Friday, April 5, 2024 at 5:00 pm at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach to interview the five applicants who submitted resumes.

There came on for discussion Re-Visit Shooter Ready Proposition, whereupon it was the consensus of the Board to direct City Attorney Steve Simpson and Building Official Mike Gundlach to research changes to the City's current ordinances that would prohibit a live fire gun range in the city limits.

There came on for discussion dumping at the end of Marcie Drive, whereupon Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to direct Building Official Mike Gundlach to begin derelict property procedures for this area.

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

Fire Dept:

- New Hire, Firefighter Dillon Ariolla, FS-9-B, effective April 1, 2024
- New Hire, Firefighter Eric Ezell, FS-9-B, effective April 1, 2024
- New Hire, Firefighter Dalton Fayard, FS-9-B, effective April 1, 2024
- New Hire, Firefighter Michael Johnson, FS-9-B, effective April 1, 2024
- New Hire, Firefighter Kai VanCourt, FS-9-B, effective April 1, 2024

Police Dept:

- FTO Pay, Police Officer 1st Class David Duncan, effective April 1, 2024

Minutes of April 2, 2024
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve purchasing the following cemetery plots from Marjorie Young:

Mayor and Board of Aldermen,

Please accept this letter as my request to sell our burial plots back to the city.

We have decided to be buried at the National Cemetery.

Please send \$500.00 to: Marjorie A. Young
110 Edmund Drive
Long Beach, MS 39560

Thank you,

Marjorie A. Young

Marjorie A. Young

4/2/24 Agenda

SE 1/4 of Lot 290

Stacy Dahl

DEED N^o 524

IN CONSIDERATION of \$ 500⁰⁰ to us paid, the receipt of which is acknowledged, the undersigned grantor, a municipal corporation hereby sells and conveys unto William A Young Jr and Marjorie A. Young

Lot SE 1/4 of 290 of Block 1990 of the extension of Long Beach Cemetery, as per plat thereof.

Witness the signature of the undersigned grantor, by _____ with Corporate seal affixed on this 29th day of Oct

CITY OF LONG BEACH, MISSISSIPPI
BY Glenn W. Mitchell Mayor

Attest: Robert E. Schuff Clerk

AFFIDAVIT

State of Mississippi }
Harrison County }

Before me, the undersigned authority, this day personally appeared the within named Glenn W. Mitchell, mayor of the City of Long Beach, Miss., a municipal corporation, who in my presence acknowledged that he signed and delivered the above and foregoing instrument for and on behalf of said City on the day and date therein written.

Witness my signature and official seal on this the Oct, 1993

Stacy Dahl
Notary Public

DEMENT-MERIDIAN 55-4251

COPY

Minutes of April 2, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Budget Amendment FY 24 for the Police Department:

City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	4/2/2024
Department #	213	Budget Entry #	
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 213-630100	-	-	103,340	103,340
Fund Balance			(103,340)	(103,340)

Amendment to budget funds for police department expenditures previously approved by the MBOA on 01-16-24.

Amendment #5



March 19, 2024

To: Mayor Bass
Board of Alderman

From: Chief Seal

Re: Budget Amendment

I am respectfully requesting to amend the police department budget by adding \$103,339.70 into Capital Outlay (213-630100) to make the following purchases:

\$22,538.70 to purchase a new server for the Long Beach Police Department

\$80,801.00 to purchase a new server for Dispatch

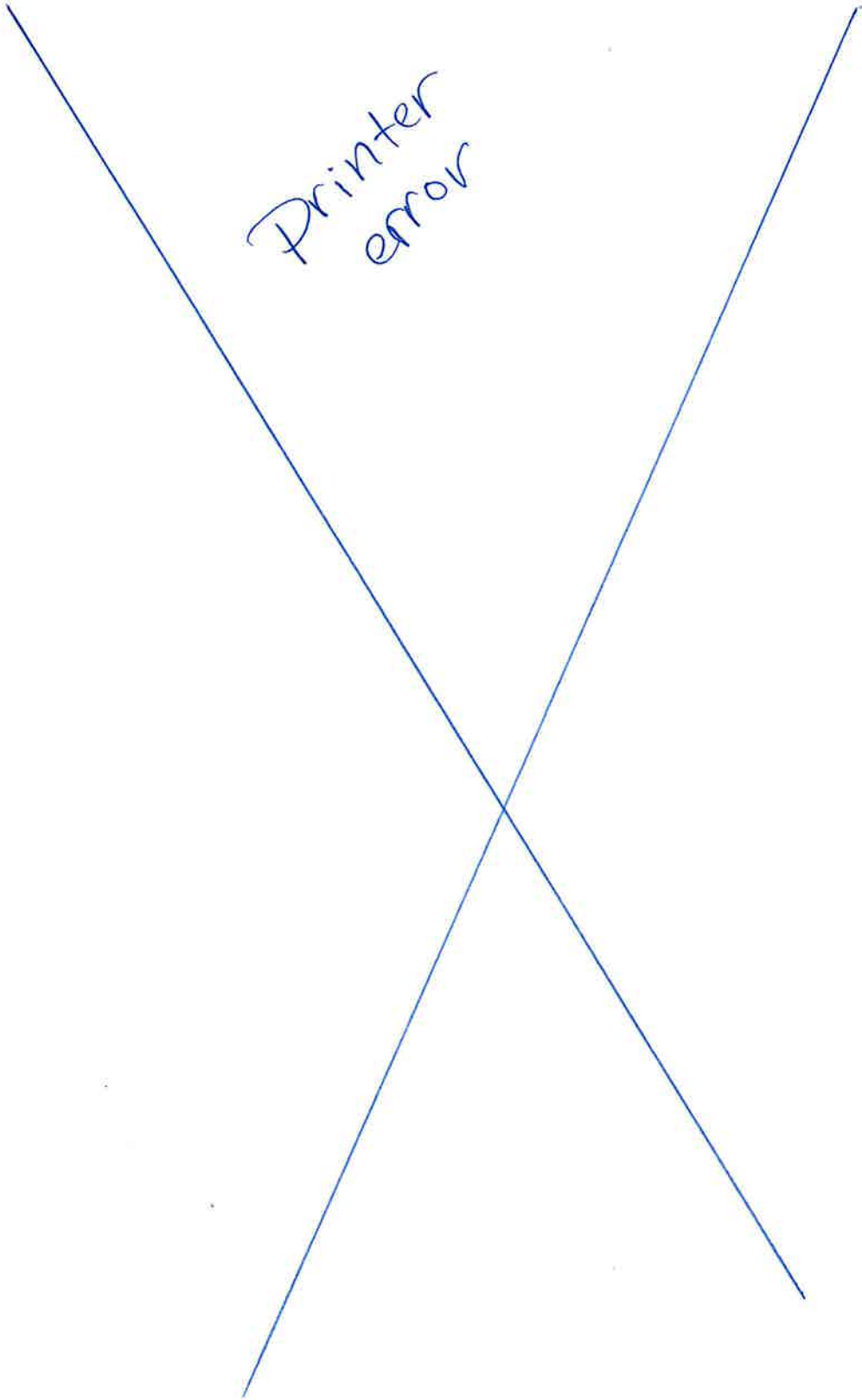
Both purchases were approved by the Board of Aldermen at the January 16, 2024 meeting.

Thank you for your consideration.

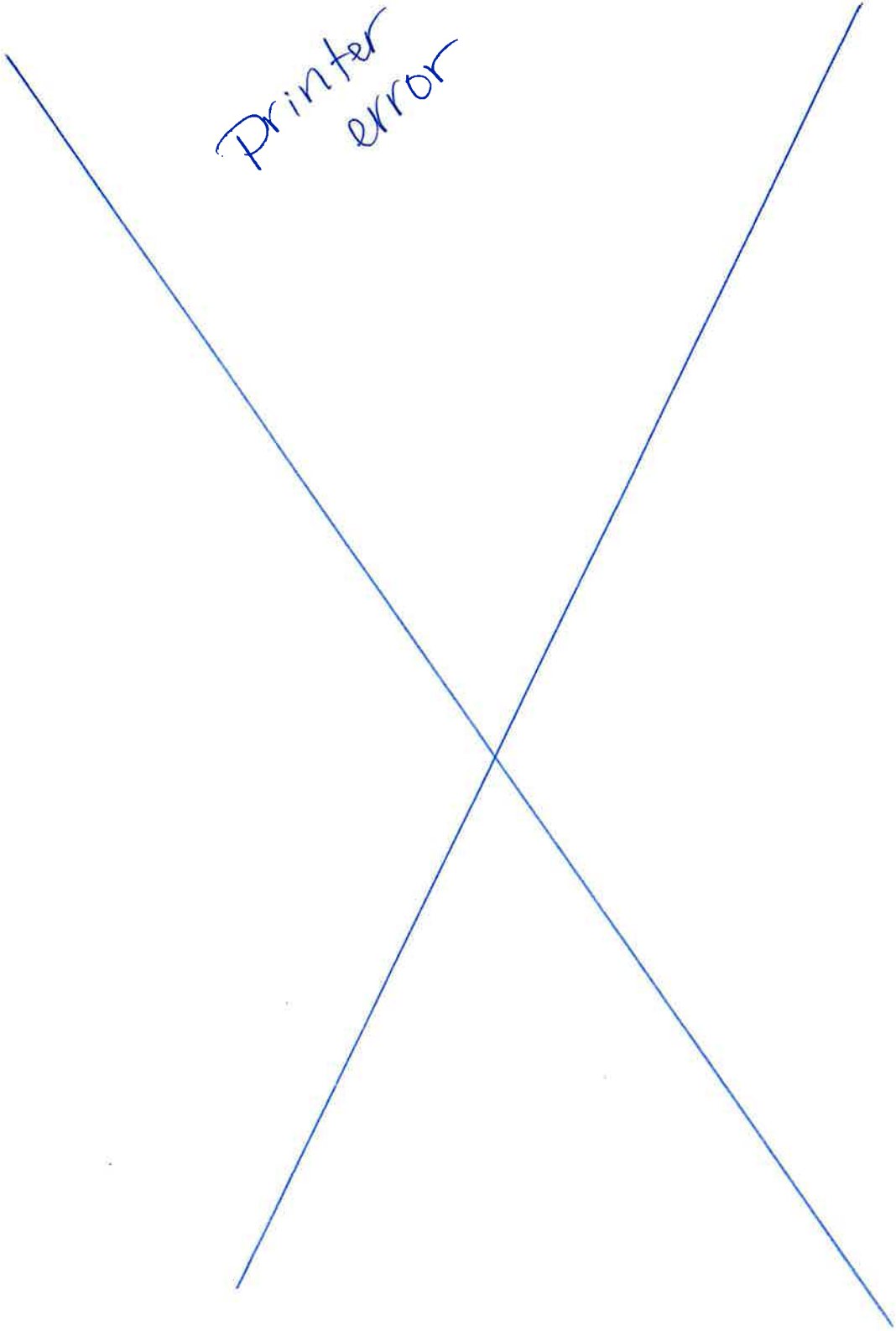


William Seal
Chief of Police

Printer
error



Printer
error



Minutes of April 2, 2024
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Supplemental Agreement with Overstreet & Associates for Pineville Road Sidewalk Improvements Phase II and authorize the Mayor to execute same upon MDOT concurrence:

Revised – 03/08/24
Preliminary Engineering Contract Supplemental Agreement boilerplate

Between the
City of Long Beach
And
Overstreet & Associates, PLLC
SUPPLEMENTAL AGREEMENT NO. 2
Pineville Road Sidewalk Improvements Phase II
Harrison County
STP-9083-00(002)LPA/107918-711000

WHEREAS, Overstreet & Associates, PLLC (the CONSULTANT) entered into the Engineering Services Contract with the City of Long Beach (the LPA) on the 10th, day of June, 2020, to perform professional engineering and construction plans, as provided for in Project No. STP-9083-00(002)LPA/107918-711000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide environmental services including a cultural resource survey and correspondence letter from US Fish & Wildlife Services along with additional boundary survey in order to produce a preliminary right-of-way plan and obtain property deeds as part of the right-of-way acquisitions phase of the project resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$28,517.78;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include:

1. **Obtaining a cultural resource survey and correspondence letter from US Fish & Wildlife Services regarding threatened and endangered species.**

Minutes of April 2, 2024 Mayor and Board of Aldermen

Revised – 03/08/24
Preliminary Engineering Contract Supplemental Agreement boilerplate

2. Obtaining boundary survey to establish existing boundaries along with providing new/proposed boundaries and related property deeds for additional properties not identified in Supplemental Agreement #1. These surveys and accompanying plats will be used to support the LPA in obtaining the needed right-of-way per the Uniform Relocation Act (URA). These additional parcels are needed in order to construct the project in accordance with MDOT minimum requirements.

3. Coordinating with the LPA during the URA process to provide assistance related to the boundary survey and the information indicated in the derivative plats.

The Maximum Allowable Cost shall be amended to add the sum of \$28,517.78 so the revised total Maximum Allowable Contract Cost is \$95,720.77. The revised total Fixed Fee shall be \$5,574.93. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

Fees and Expenses Schedule:

	Primes Labor Cost & Overhead	Primes Direct Cost	Primes Fixed Fee	Sub-Consultants	Phase Total
Original	\$39,516.75	\$3,435.00	\$4,742.01	\$6,631.69	\$54,325.45
SA #1	\$4,200.97	\$520.00	\$504.12	\$7,652.45	\$12,877.54
SA #2	\$2,739.96	\$0.00	\$328.80	\$25,449.02	\$28,517.78
Totals	\$46,457.68	\$3,955.00	\$5,574.93	\$39,733.16	\$95,720.77

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the _____ day of _____, 20__.

The City of Long Beach

Mayor George L. Bass

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

Revised – 03/08/24
Preliminary Engineering Contract Supplemental Agreement boilerplate

Dated, the 14th day of March, 2024

Overstreet & Associates, PLLC



F. Jason Overstreet, P.E.

Minutes of April 2, 2024
 Mayor and Board of Aldermen

Summary
 City of Long Beach Pineville Road Sidewalk Project Phase II
 Harrison County
 Project Number STP-9083-00(002)LPA/107918-711000
 Overstreet & Associates, PLLC
 3/13/2024

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings									
Environmental	13	\$10,984.00	\$549.00	\$850.29	\$0.00	\$1,399.29		\$167.91	\$12,551.21
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey	13	\$14,465.02	\$526.00	\$814.67	\$0.00	\$1,340.67		\$160.88	\$15,966.57
PS&E/Advertisement									
Total	26	\$25,449.02	\$1,075.00	\$1,664.96		\$2,739.96		\$328.80	\$28,517.78

Grand Total \$28,517.78

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Minutes of April 2, 2024
Mayor and Board of Aldermen

Environmental Sheet
City of Long Beach Pineville Road Sidewalk Project Phase II
Harrison County
Project Number STP-9083-00(002)LPA/107918-711000
Overstreet & Associates, PLLC
3/13/2024

MDOT Process Item Description	No. Sheets	Estimated Hours						Project Technician	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Total Hours
		Professional Engineer V	Professional Engineer III	Engineer Intern	Professional Engineer III	Engineer Intern	Project Technician						
Environmental Documentation													
Coordinating with Subconsultants to obtain Cultural Resources Survey and US Fish & Wildlife Services Letter			8.0	2.0								10.0	
Coordinate with LPA during Environmental Process		1.0	2.0									3.0	
Total Hours		1.0	10.0	2.0								13.0	

Raw Labor Rates	\$50.00	\$43.50	\$32.00	\$0.00	\$0.00	\$28.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.00
Labor Cost	50.0	435.0	64.0									\$850.29
				Overhead	%	154.88%						\$167.91
				Fixed Fee	%	12.00%						\$0.00
				FCCM Overhead	%	0.00%						

- Direct Costs:**
- Mileage
 - Meals
 - Lodging
 - Postage
 - Supplies
 - Reproductions
 - Other
- 1 See State Travel Handbook

Total Direct Costs:		
Prime Total		\$1,567.21
BMI Environmental Services, LLC	\$7,056.00	
All Phase Archaeology	\$3,928.00	
Subconsultant Total		\$10,984.00
Project Total		\$12,551.21

Minutes of April 2, 2024
 Mayor and Board of Aldermen

Survey Sheet
City of Long Beach Pineville Road Sidewalk Project Phase II
Harrison County
Project Number STP-9083-00(002)LPA/107918-711000
Overstreet & Associates, PLLC
3/13/2024

Field Review	MIDOT Process Description	Item	No. Sheets	Estimated Hours						Total Hours	
				Professional Engineer V	Professional Engineer III	Engineer Intern	Project Technician	Labor Classification	Labor Classification		Labor Classification
	Coordinate with Surveyor for needed boundary information				4.0	2.0					6.0
	Coordinate with LPA during ROW acquisition process		1.0	4.0	2.0						7.0
	Quality Control		1.0	8.0	4.0						13.0
Total Hours											
Raw Labor Rates				\$50.00	\$43.50	\$32.00	\$28.50	\$0.00	\$0.00	\$0.00	\$26.00
Labor Cost				50.0	348.0	128.0					526.00
							Overhead	%	154.86%		\$814.67
							Fixed Fee	%	12.00%		\$150.88
							FCCM Overhead	%	0.00%		\$0.00

Direct Costs:

- Mileage
 - Meals
 - Lodging
 - Per diem
 - Supplies
 - Reproductions
 - Other
- * See State Travel Handbook

Total Direct Costs:

Prime Total	\$1,501.55
Batson and Brown Engineers & Surveyors Subconsultant B	\$14,465.02
Subconsultant Total	\$14,465.02
Project Total	\$15,966.57

Minutes of April 2, 2024
Mayor and Board of Aldermen

Summary
City of Long Beach Pineville Road Project Phase II
Harrison County
Project Number STP-9083-00(002)LPA107918-711000
All Phase Archaeology
3/13/2024

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings									
Environmental	60		\$1,379.60	\$1,517.56	\$0.00	\$2,897.16	\$1,030.84	\$0.00	\$3,928.00
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey									
PS&E/Advertisement									
Total	60		\$1,379.60	\$1,517.56		\$2,897.16	\$1,030.84		\$3,928.00

Grand Total \$3,928.00

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**Minutes of April 2, 2024
Mayor and Board of Aldermen**

**Environmental Sheet
City of Long Beach Pineville Road Project Phase II
Harrison County
Project Number STP-9083-00(002)LPA107918-711000
All Phase Archaeology
3/13/2024**

Item Description	No. Sheets	Estimated Hours							Total Hours	
		Principal Investigator	Field Director	Archaeological Field Technician	Lab Director	Technical Writing	GIS Specialist	Editing		Architectural Historian
Environmental Documentation										
Cultural Resources Review										
ENV-160		16.0	0.0	16.0	2.0	16.0	8.0	2.0	0.0	60.0
Permits										
NPDDES										
USACE										
Quality Control										
Total Hours		16.0	2.0	16.0	2.0	16.0	8.0	2.0	0.0	60.0

Raw Labor Rates
Labor Cost

\$28.85	\$25.00	\$18.00	\$24.00	\$24.25	\$50.00	\$0.00	\$0.00	\$0.00
461.6	36.0	256.0	384.0	194.0	1,379.60	110.00%	0.00%	0.00%
			Overhead	%				
			Fixed Fee	%				
			FCCM Overhead	%				

Direct Costs:

Mileage	City	Unit Price ¹
Per-Diem	195.0	\$0.69
Lodging	4.0	\$30.00
Postage	4.0	\$107.00
Curration	1.0	\$42.79
Other	1.0	\$325.00

¹ See State Travel Handbook

Total Direct Costs: \$1,030.64

Prime Total \$3,928.00

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$3,928.00

Minutes of April 2, 2024
 Mayor and Board of Aldermen

Summary
 City of Long Beach Pineville Road Sidewalk Project Phase II
 Harrison County
 Project Number STP-9083-00(002)LPA / 107918-711000
 BMI Environmental Services, LLC
 3/13/2024

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings									
Environmental	50		\$3,000.00	\$3,300.00	\$0.00	\$6,300.00		\$756.00	\$7,056.00
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey									
PS&E/Advertisement									
Total	50		\$3,000.00	\$3,300.00		\$6,300.00		\$756.00	\$7,056.00

Grand Total \$7,056.00

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Minutes of April 2, 2024
 Mayor and Board of Aldermen

Environmental Sheet
 City of Long Beach Pineville Road Sidewalk Project Phase II
 Harrison County
 Project Number STP-9083-00(002)LPA / 107918-711000
 BMI Environmental Services, LLC
 3/13/2024

MDOT Process Item Description	No.	Estimated Hours					Total Hours
		Sheets	Labor Classification	Labor Classification	Labor Classification	Labor Classification	
Environmental Documentation		30.0					30.0
T&E Species Assessment							
Permits							
T&E Species Report							
Total Hours							20.0 50.0

Raw Labor Rates	Overhead	Fixed Fee	FCCM Overhead	Unit Price ¹	Total
\$60.00	%	%	%		\$3,000.00
30000.0	110.00%	12.00%	0.00%		\$3,300.00
					\$756.00
					\$0.00

- Direct Costs:**
- Mileage
 - Meals
 - Lodging
 - Postage
 - Supplies
 - Reproductions
 - Other
- ¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$7,056.00
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$7,056.00

Minutes of April 2, 2024
 Mayor and Board of Aldermen

Summary
 City of Long Beach Pineville Road Sidewalk Improvements Phase II
 Harrison County
 Project Number STP-9083-00(002) LPA/107918-711000
 Batson and Brown Engineers and Surveyors
 3/13/2024

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings									
Environmental									
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey	195		\$4,772.50	\$7,778.98	\$0.00	\$12,551.48	\$407.36	\$1,506.18	\$14,465.02
PS&E/Advertisement									
Total	195		\$4,772.50	\$7,778.98		\$12,551.48	\$407.36	\$1,506.18	\$14,465.02

Grand Total \$14,465.02

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Minutes of April 2, 2024
Mayor and Board of Aldermen

Survey Sheet
City of Long Beach Pineville Road Sidewalk Improvements Phase II
Harrison County
Project Number STP-9083-00(002) LPA/107918-711000
Batson and Brown Engineers and Surveyors
3/11/2024

Field Review	MDOT Process Description	Item	No. Sheets	Estimated Hours										Total Hours	
				Surveyor, PLS	Survey Manager, LSI	Surveyor, LSI	Survey Party Chief	Instrument Man	Survey Crew Member	Engineer/ Survey Tech I	Engineer/ Survey Tech II	Administrative Assistant I			
	Prepare Preliminary Property Map and provide copies of current deeds			10.0	20.0	10.0	30.0	30.0	30.0	30.0	40.0	20.0			195.0
	Quality Control			10.0	20.0	10.0	30.0	30.0	30.0	30.0	40.0	20.0		5.0	195.0
		Raw Labor Rates		\$51.00	\$33.00	\$32.50	\$27.50	\$20.50	\$18.00	\$19.00	\$22.00	\$22.00		\$19.50	
		Labor Cost		510.00	660.00	325.00	825.00	615.00	540.00	760.00	440.00			97.50	4,772.50
										Overhead %		162.996%			\$7,776.98
										Fixed Fee %		12.00%			\$1,506.18
										FCCM Overhead %		0.00%			\$0.00

Direct Costs:
 Mileage \$0.67
 Meals \$0.00
 Lodging \$0.00
 Postage \$0.00
 Supplies \$0.00
 Reproductions \$0.00
 Other \$0.00
 Total Direct Costs: \$407.36

Prime Total \$14,465.02
 Subconsultant A
 Subconsultant B
 Subconsultant Total

Project Total \$14,465.02

* * * * *

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

There came on for discussion Downtown Revitalization Project funded by Gulf Coast Restoration Funds (GCRF), whereupon City Engineer David Ball provided the following:



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

March 28, 2024

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

RE: GCRF Funds – Downtown Revitalization

Ladies and Gentlemen:

Most of the Downtown Revitalization grant projects funded by GCRF/MDA are completed. The original grant projects include:

1. Jeff Davis Gateway signage & landscaping
2. 2nd St. Sidewalk Extensions
3. N. Jeff Davis Ave. Extension
4. City Hall HVAC Rehabilitation
5. Community Sign/Banner Kiosk

Attached is an exhibit originally submitted for the City's review in Jan. 2021. The grant scope was finalized to include only the referenced five projects, totaling \$2.4M (\$2M grant funding with \$400k local share). With the first 4 projects completed, there is still nearly \$450,000 remaining for other projects. Per some conversations with Ms. Kini Gonsoulin, we understand that the grant funding required the City's financial participation first, so the City's local share of the grant match has already been paid.

Therefore, in order to maximize the effectiveness of the local match money spent, the City could expand the grant scope to include additional projects aligned with the grant's intent, such as the 3rd St. Sidewalk per the exhibit. After some discussions with Public Works to determine if any existing infrastructure in the area needs to be replaced, we have estimated the project cost for a sidewalk on the south side of E. 3rd St., connecting S. Burke Ave. to the USM Gulf Park campus would cost approximately \$450,000, including a 10% contingency and industry standard amounts for design, survey, and inspection costs.

In anticipation that the City may desire to make such a scope modification, we have reached out to MDA who confirmed that the grant does allow such changes via a "Contract Modification" form. If this is desirable to the City, we could work with MDA to make the changes to the grant scope and could begin the design work at your direction.

Sincerely,

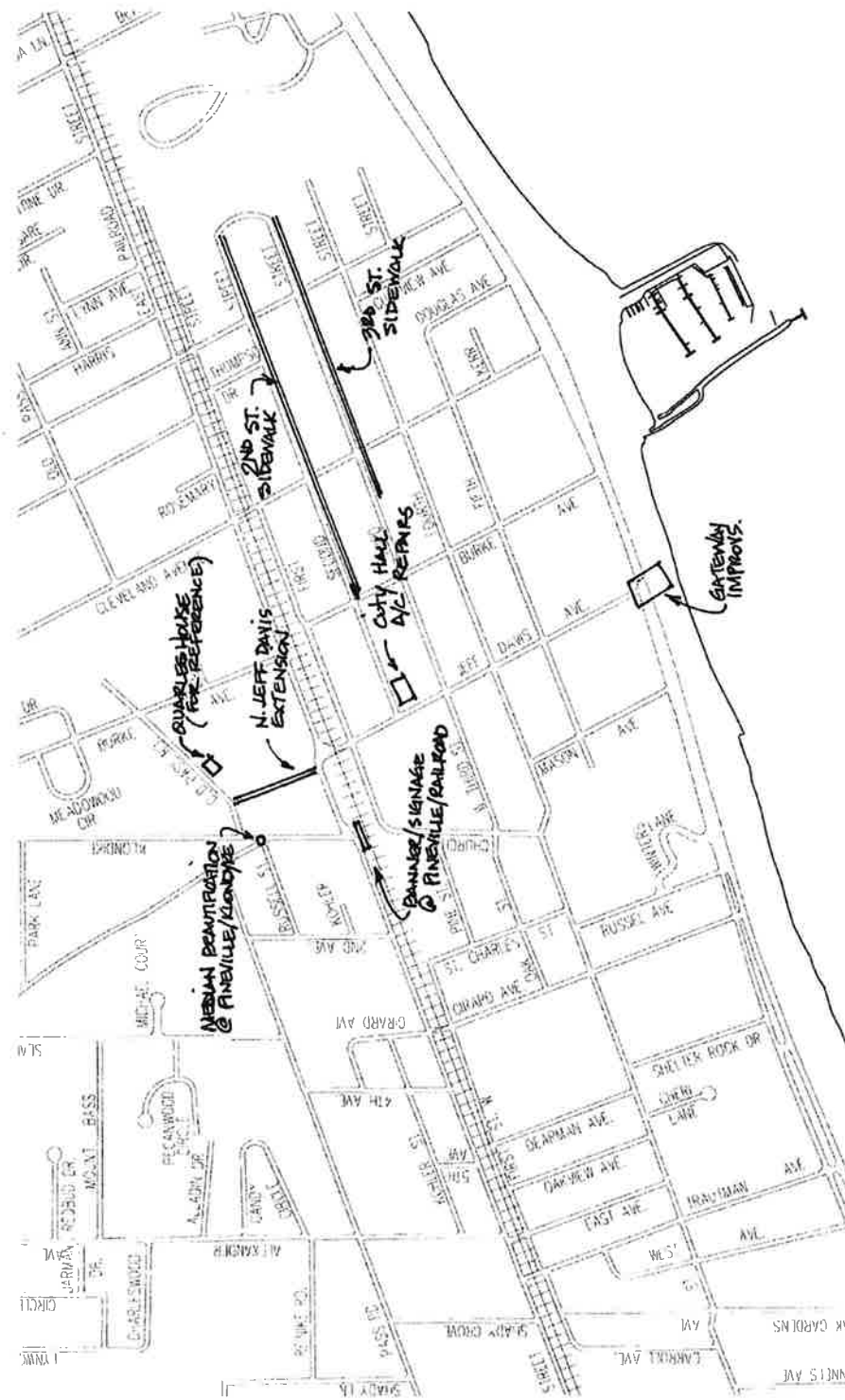
David Ball, P.E.

DB:539

Biloxi | Long Beach | Pascagoula | Daphne

O:\docs\1181 LB - N. Jeff Davis Ave. Ext\90 CONSTRUCTION\H-CO'S\20231114 Recommend COI.docx Page 1/1

Minutes of April 2, 2024
Mayor and Board of Aldermen



After further discussion, it was the consensus of the Board to table this item to allow more time for consideration.

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Change Order with J.E. Borries, Inc. for Harbor Southeastern Shoreline Bulkhead, and authorize the Mayor to execute same:



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

March 27, 2024

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

**RE: Change Order No. 4
Long Beach Harbor – Southeastern Shoreline Bulkhead**

Ladies and Gentlemen:

As has been noted in previous change orders, a time extension covering the significant delays which have occurred on this project is necessary. Contract time has expired, but the Contractor is continuing to perform the scope of work required by the Contract with over 20% of the work having been performed, and significant progress in the past 30-60 days. The attached change order provides for a contract time extension per the justification and information offered by the Contractor which is attached to the change order.

The Contractor's justification notes that this time extension should provide sufficient time in order to complete the scope of work required by the Contract, barring any further delays. We believe the requested time extension is justifiable, and should be sufficient to complete the work within the new timeframe barring any further delays.

Sincerely,

David Ball, P.E.

DB:1076
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1076 - LB Harbor - SE Shoreline Bulkhead\90 CONSTRUCTION\20240327 1076 Recommend CO4.docx Page 1/1

Minutes of April 2, 2024 Mayor and Board of Aldermen

Change Order
No. 4

Date of Issuance: 3/27/2024 Effective Date: 4/2/2024

Project:	Owner:	City of Long Beach	Owner's Contract No.
Contract:	LB Harbor SE Shoreline Bulkhead		Date of Contract: <u>11/1/2022</u>
Contractor:	J.E. Borries, Inc.		Engineer's Project No. <u>1076</u>

The Contract Documents are modified as follows upon execution of this Change Order.

Description:

- Per the Contractor's request, adjust Contract time for significant delays caused by the underperforming test piles and the associated restrikes, and by the addition of a 3rd test pile process. Subsequently, there was a supplier-necessitated delay in casting the square piles which includes a necessary 28-day cure time. Overall, this results in a 175 calendar day contract extension and aligns with the Contractor's internally forecasted schedule to complete the work.

Attachments: (List documents supporting change)

- Contractor's request.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$2,523,098.00

(Increase) in Contract Price from previous Change Orders No. 1 to No. 3: \$250,905.00

Contract Price prior to this Change Order: \$2,774,003.00

(Decrease) in Contract Price due to this Change Order: \$0.00

Revised Contract Price incorporating this Change Order: \$2,774,003.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days Calendar Days

Substantial completion (days or date): 12/19/2023

Ready for final payment (days or date): _____

Change in Contract Time from previous Change Orders No. 1 to No. 3: 58

Substantial completion (days or date): 2/15/2024

Ready for final payment (days or date): _____

(Increase) in Contract Time due to this Change Order: 175

Substantial completion (days or date): 8/8/2024

Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

By: _____

Date: 4.1.2023

ACCEPTED
(CONTRACTOR)

By: Robert A. Hodges

Date: 3/29/2024

ACCEPTED
(OWNER)

By: George J. Barr

Date: 4/2/24

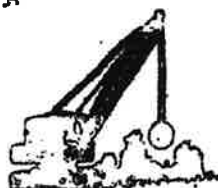
Minutes of April 2, 2024
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 4 PROJECT NO. 1076

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
1-A	MOBILIZATION	1 L.S.	\$ 110,000.00	\$ 110,000.00		\$	1	\$ 110,000.00
2-A	DEMOLITION & REMOVAL OF EXISTING OBSTRUCTIONS	1 L.S.	\$ 150,000.00	\$ 150,000.00		\$	1	\$ 150,000.00
2-B	REMOVE EXISTING TIMBER PIER	1 L.S.	\$ 20,000.00	\$ 20,000.00		\$	1	\$ 20,000.00
2-C	REMOVE AND REPLACE EXISTING RIP-RAP	1 L.S.	\$ 162,000.00	\$ 162,000.00		\$	1	\$ 162,000.00
3-A	10" PRECAST CONCRETE SHEET PILES	9715 L.F.	\$ 93.00	\$ 893,780.00		\$	9,715	\$ 893,780.00
3-B	REMOVAL OF BURIED DEBRIS	200 C.Y.	\$ 100.00	\$ 20,000.00		\$	200	\$ 20,000.00
3-C	16"x16" PRECAST CONCRETE BULKHEAD PILING	3553 L.F.	\$ 153.00	\$ 533,009.00		\$	3,153	\$ 513,009.00
3-D	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITH ADDITIONAL DRIVING)	35 L.F.	\$ 250.00	\$ 8,750.00		\$	35	\$ 8,750.00
3-E	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITHOUT ADDITIONAL DRIVING)	35 L.F.	\$ 200.00	\$ 7,000.00		\$	35	\$ 7,000.00
4-A	EAST IN PLACE CONCRETE PILE CAP	188 C.V.	\$ 1,593.00	\$ 299,484.00		\$	188	\$ 299,484.00
4-B	EAST IN PLACE STEM WALL	38 C.V.	\$ 1,225.00	\$ 46,550.00		\$	38	\$ 46,550.00
5-A	CLEAN SAND FILL, AH, LVM	2000 C.Y.	\$ 35.00	\$ 70,000.00		\$	2,000	\$ 70,000.00
5-B	RIIP RAP, LVM	385 C.Y.	\$ 170.00	\$ 65,450.00		\$	385	\$ 65,450.00
310-A	12" REINFORCED CONCRETE PIPE	72 L.F.	\$ 170.00	\$ 12,240.00		\$	72	\$ 12,240.00
320-A	CATCH BASIN, SS-2 TYPE	2 EA.	\$ 9,000.00	\$ 18,000.00		\$	2	\$ 18,000.00
500-C	BORROW EXCAVATION, AH, LVM, CLASS B-3	205 C.Y.	\$ 35.00	\$ 7,175.00		\$	205	\$ 7,175.00
510-A	8" CRUSHED LIMESTONE ROAD BASE	135 S.Y.	\$ 10.00	\$ 1,350.00		\$	135	\$ 1,350.00
510-B	2" HOT BITUMINOUS PAVEMENT, SURFACE COURSE (5T-12.5 MM MIX)	505 S.Y.	\$ 49.00	\$ 24,745.00		\$	505	\$ 24,745.00
510-C	REINFORCED CONCRETE PAVEMENT	605 S.Y.	\$ 120.00	\$ 72,600.00		\$	605	\$ 72,600.00
510-D	CONCRETE CURB AND GUTTER INSTALLATION OR RESTORATION	200 L.F.	\$ 56.00	\$ 11,200.00		\$	200	\$ 11,200.00
C01-1	REMOBILIZATION FOR ADDTL TEST PILE	1 L.S.	\$ 5,436.00	\$ 5,436.00		\$	1	\$ 5,436.00
C01-2	SUPPORT PILE DRIVING ANALYZING TEST FOR ADDTL TEST PILE	1 L.S.	\$ 6,356.00	\$ 6,356.00		\$	1	\$ 6,356.00
C01-3	PILE CUT-OFF AND DRILLING DOWEL HOLES	1 L.S.	\$ 892.00	\$ 892.00		\$	1	\$ 892.00
C01-4	ADDITIONAL RESTRIKE (UP TO 72 HOURS AFTER PDA TEST)	0 EA.	\$ 4,200.00	\$		\$	0	\$
C02-1	EASTERN BULKHEAD - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 EA.	\$ 34,297.50	\$ 68,595.00		\$	2	\$ 68,595.00
C03-1	SOUTHERN QUAY - ADDITIONAL TEST PILE INSTALL & RESTRIKE	3 EA.	\$ 31,302.00	\$ 93,906.00		\$	3	\$ 93,906.00
C03-2	INNER BULKHEAD - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 EA.	\$ 33,652.50	\$ 67,305.00		\$	2	\$ 67,305.00
				TOTAL CHANGE ORDER AMOUNTS		\$		\$ 2,774,003.00

EJDDC No. C-041 (2022 Edition)
Prepared by the Eastern Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Minutes of April 2, 2024
Mayor and Board of Aldermen



J.E. BORRIES, INC.
16701 HWY 87
VANLEAVE, MS 39068
PHONE: (228) 828-4847
FAX: (228) 828-2261

Overstreet & Associates March 18, 2024
161 Lameuse St. Suite 203
Biloxi, MS 39530
Attn: Mr. David Ball, P.E.
Ref: Long Beach Harbor S. E. Bulkhead Improvements Project
Substantial Completion Time Extension Request

Gentlemen;

A review of the dates of Test Piles Numbers 1 & 2 , and Added Test Pile Number 3 , their Restrikes , along with the issuance of Production Pile Lengths , yields approximately 111 Calendar Days of Delay Time that were required to Verify Pile Capacity needed for this project . In addition to these delays , Gulf Coast Prestress produced the first pour of 16 Inch Square Piles 36 days later at the earliest pour date available, to this one should add cure time of 28 days prior to driving .

We are requesting that a Total of 175 Calendar Days be added to the existing Substantial Completion Date of February 15 , 2024 from Change Order Number 3 . At this juncture , we feel that these additional days should allow time to complete this project in a professional manner . If you should have questions please do not hesitate to contact us .

Thank You ,
Robert A. Hodges
J.E. Borries , Inc.

Minutes of April 2, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Professional Services Fee Adjustment request from Overstreet & Associates:



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

March 27, 2024

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

**RE: Professional Services Fee Adjustment
N. Jeff Davis Ave. Extension**

Ladies and Gentlemen:

The referenced project has been successfully completed and is seeing good use facilitating smooth traffic flow, especially in consideration of the construction work which is ongoing at the nearby intersection of Pineville & Railroad. We are proud to have been part of this great project for the City, truly changing the face of downtown Long Beach.

As a reminder, this project was bid the first time in Oct. 2022, but the single bid offered was rejected because it was above the estimated cost for the work and was the only offered bid.

The project was bid a second time in Nov. 2022 and was then awarded to SCI, Inc. However, work was not able to begin because of significant concerns about project impacts by local citizens and business owners and due to delays in completing the property acquisition from Chuck Ryan to avoid the existing Quarles family cemetery. Over 6 months later, once the project impacts were fully understood and agreed upon and the property acquisition was nearly completed, SCI had scheduled other projects and was no longer able to honor the contract performance requirements. Via mutual agreement, the contract award was rescinded.

The project was then bid a third time in late June 2023, with significant redesign to the road alignment in order to save a large live oak tree, which necessitated further negotiations with Chuck Ryan for a property swap. At this point, the contract was awarded and work proceeded. During construction, there were numerous efforts to facilitate other changes to the project to better match the City's vision for the area, especially in coordination with the Quarles House Renovation project.

Due to the numerous extra efforts made to bring this project to completion, Overstreet & Assoc. ("OA") spent far more hours in design and construction administration effort than would normally be expected for such a project. However, the costs for construction inspection/RPR and topographic survey stayed well below the allowable contract amount. The project was completed with \$14,890 unbilled in those categories. Therefore, we request that OA be allowed to bill the budgeted, but unspent portion of those fees per the existing contract as professional services to help cover the cost of these additional efforts undertaken in order to satisfactorily complete the project. Even this additional amount will not fully cover the costs associated with our

Biloxi | Long Beach | Pascagoula | Daphne

O:\1181 LB - N. Jeff Davis Ave. Ext\02 ACCOUNTING\Eng Agree\20240327 1181 Request Fee Adjust.docx Page 1/2

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

efforts on this project, but it would help mitigate these costs significantly, and most importantly, at no further unbudgeted cost to the City. If this is acceptable, we will make such changes on our final invoice for the project to be submitted soon.

Sincerely,



David Ball, P.E.

DB:1181

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

There came on for discussion 123 W 3rd Street Drainage Issues, whereupon City Engineer David Ball provided the following:



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

MEMORANDUM

Date: 3/29/2024
To: City of Long Beach
From: David Ball, P.E.
RE: **123 W. 3rd St. Drainage Issues**

At the previous meeting, the Board discussed a drainage problem noted at the referenced property and requested that we investigate the issue to determine possible solutions. We have spoken with the Mayor, Public Works, and the Building Office about the issue and note the following points:

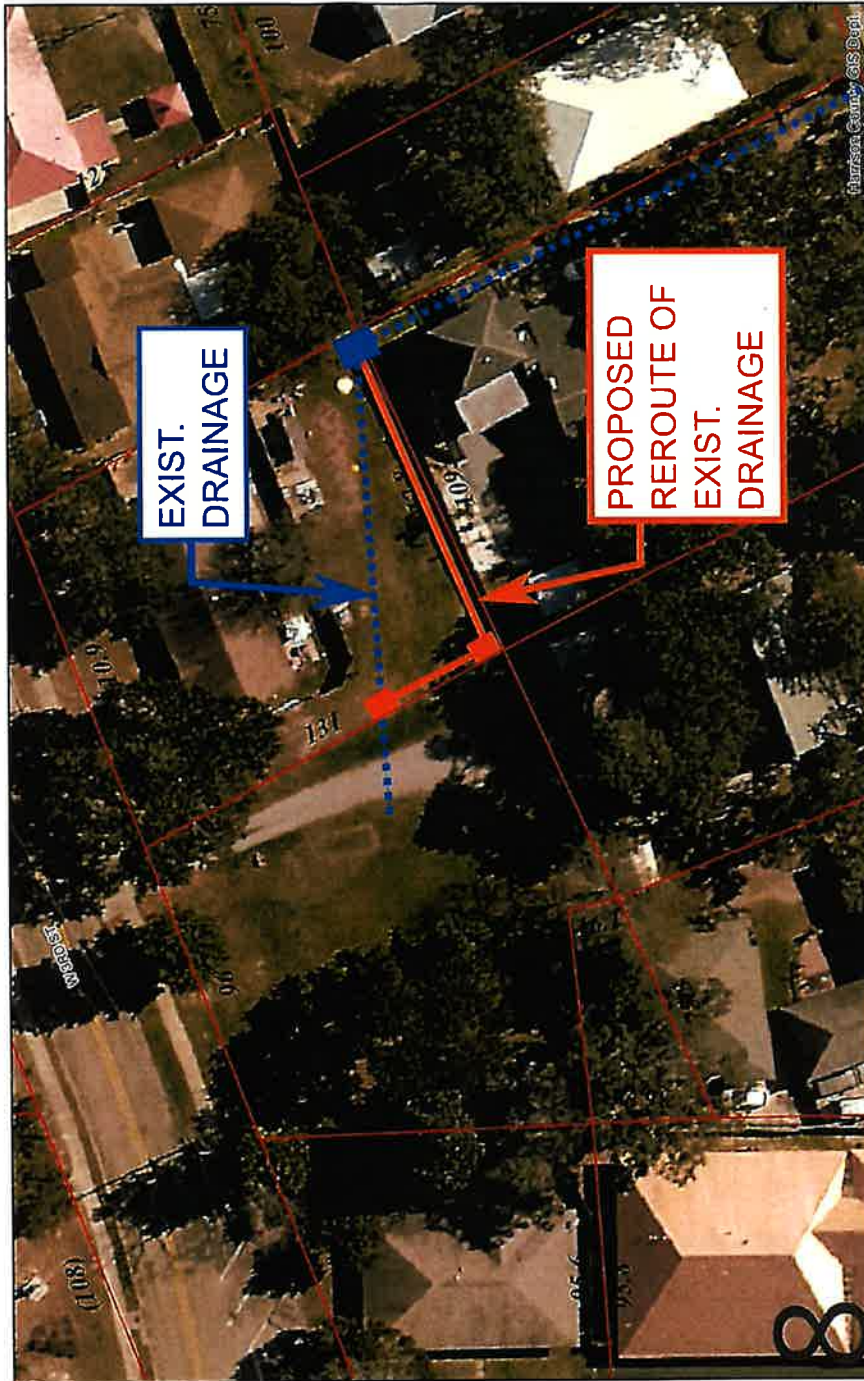
1. The existing drainage is believed to drain from the property to the west of the referenced parcel. There appears to be no record of when that culvert was installed or any record of a permit for its installation.
2. We are unsure if the citizen should be allowed to simply demolish the existing drainage culvert where it crosses their property line, due to the disruption it would cause to existing drainage patterns from off-site.
3. There is apparently an existing drainage structure in the southeast corner of the referenced property, which conveys water southward toward W. 4th St.
4. We have found no record of an existing easement for these existing improvements, although we acknowledge that those property encumbrances are more often discovered via title search (which we do not perform).

Aside from the above points, there should be a simple solution which maintains the existing drainage pattern which we've indicated on the attached exhibit. A few relevant points:

1. We estimate this work could cost as much as \$60,000 to perform via a normal design-bid-build process. There may be significant savings to be found if the City simplifies the process using Public Works to survey, layout, and construct the improvements.
2. This solution would require the owner of 123 W. 3rd St. (Gerald & Bobbie Logan) to provide a permanent easement for the rerouted drainage infrastructure, along with a temporary construction easement.

If desired, we could begin working on this project to fully design, bid, and administer construction, or at any other level of coordination as needed to assist the City in resolving this concern.

Minutes of April 2, 2024
Mayor and Board of Aldermen



After further discussion, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to direct City Engineer David Ball, Public Works Director Joe Culpepper and City Attorney Steve Simpson to further research options to remedy this issue and speak to the homeowner regarding same.

Community Affairs Director Courtney Cuevas stated that Long Beach Live would be having a concert for Finally First Friday on Friday, April 5, 2024 and that Yoga in the Park would be held at Town Green on Saturday, April 6, 2024.

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 0 Old Savannah Drive, Long Beach, Mississippi. After a discussion of the subject, Alderman Brown offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI
ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY
LOCATED AT 0 OLD SAVANNAH DRIVE, LONG BEACH,
MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A
MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE
COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A
LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD
FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL
TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX
COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.**

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 0 Old Savannah Drive, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 6, 2024, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held March 5, 2024, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on March 5, 2024, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

Minutes of April 2, 2024
Mayor and Board of Aldermen

observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 0 Old Savannah Drive, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0511P-01.003.033, and according to said tax records is owned by NCH Construction, Inc., having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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Mayor and Board of Aldermen

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The fine assessed and imposed hereby is in the TOTAL amount of \$2,134.04, \$634.03 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 2nd day of April, 2024.

APPROVED:



George L. Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

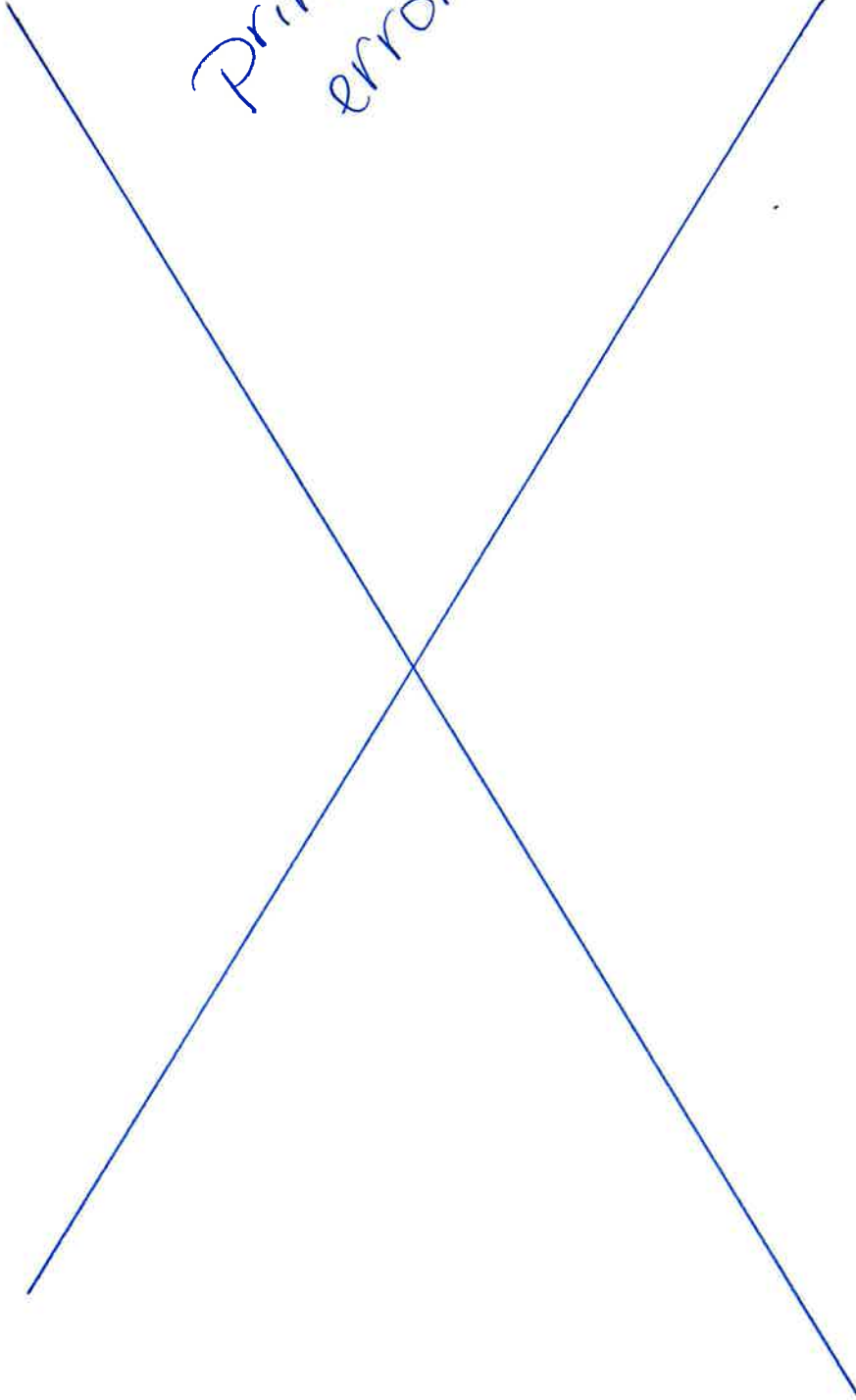
The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 212 White Harbor Road, Long Beach, Mississippi. After a discussion of the subject, Alderman Brown offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 212 WHITE HARBOR ROAD, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

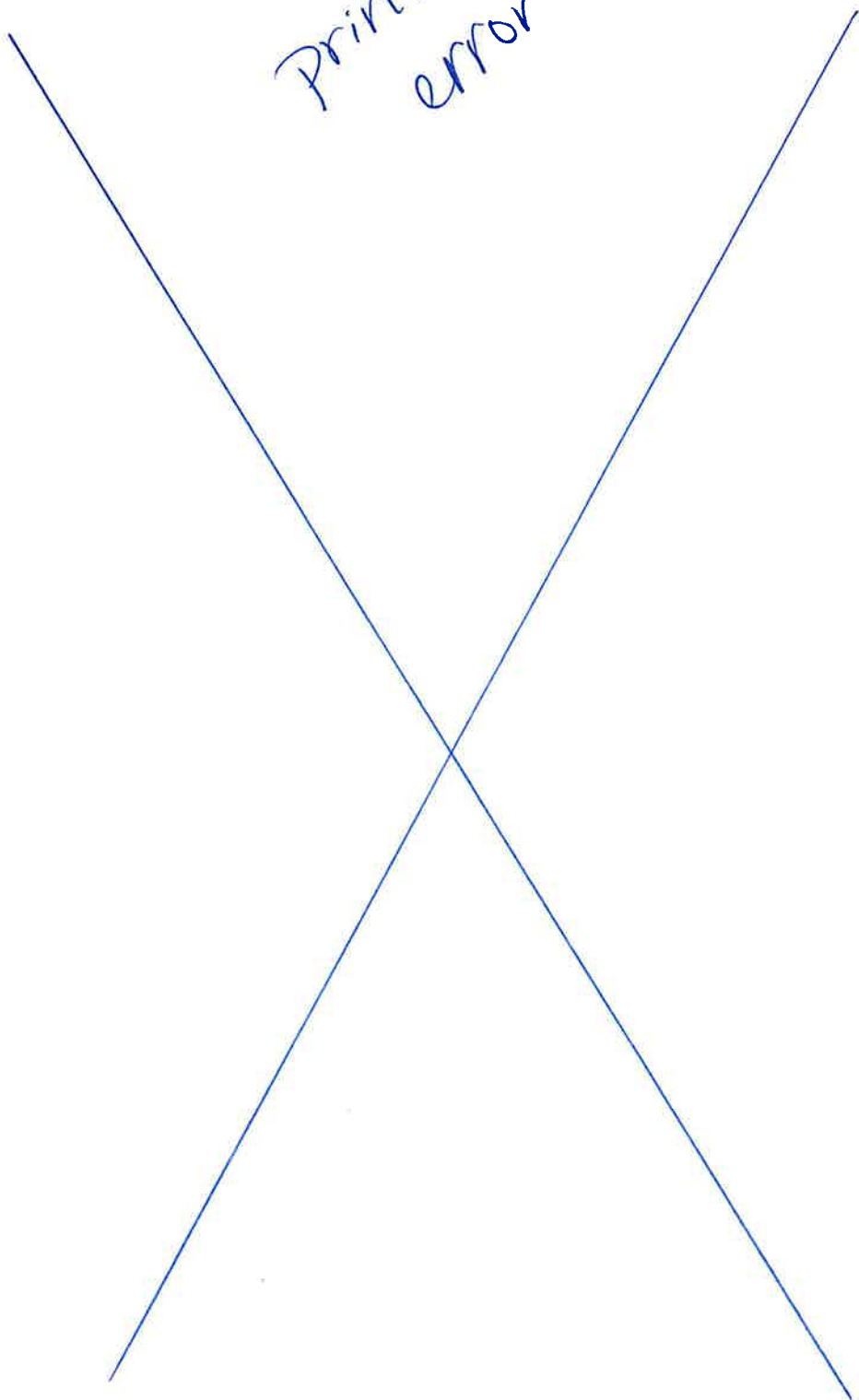
WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 212 White Harbor Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 6, 2024, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held March 5, 2024, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;
2. That such hearing was conducted on March 5, 2024, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;
3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

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Minutes of April 2, 2024
Mayor and Board of Aldermen

observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanliness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 212 White Harbor Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512J-03-038.000, and according to said tax records is owned by Sarah Barnes, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

**Minutes of April 2, 2024
Mayor and Board of Aldermen**

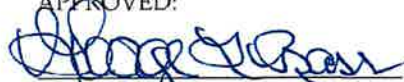
2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The fine assessed and imposed hereby is in the TOTAL amount of \$2,489.53, \$989.53 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 2nd day of April, 2024.

APPROVED:

George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

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The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 320 E Beach Blvd. & 200 Douglas Ave., Long Beach, Mississippi. After a discussion of the subject, Alderman Brown offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 320 E BEACH BLVD & 200 DOUGLAS AVE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 320 E Beach Blvd. & 200 Douglas Ave., Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 6, 2024, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held March 5, 2024, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on March 5, 2024, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

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observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 320 E Beach Blvd. & 200 Douglas Ave., Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Numbers 0612A-03-066.000 & 0612A-03-065.000, and according to said tax records is owned by Baywatch Suites, Inc., having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The fine assessed and imposed hereby is in the TOTAL amount of \$2,609.04, \$1,109.04 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 2nd day of April, 2024.

APPROVED:

George L. Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

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

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk