

**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF APRIL 15, 2025  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
\*\*\*\*\***

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. LBHS Bearcat Belles Dance Team Day**
  - 2. Frontline Worker Appreciation Month**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. April 2, 2025 Recess & Executive Session**
  - 2. Planning & Development Commission**
    - a. April 10, 2025 Regular**
    - b. Appeal Decision of Planning & Dev. Commission 04/10/25 – Dale Stennett**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 041525**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
  - 1. Ratify Emergency Computer Purchase – AGJ**
  - 2. Municipal Polling Locations – Alderman McGoey**
  - 3. St. Augustine Ground Water Discussion – Alderman McCaffrey**
  - 4. Contract – Gnarly Construction, LLC – Gateway Phase II**
- XII. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
    - a. Police Dept – Step Increase (4)**
    - b. Fire Dept – Step Increase (1); New Hire (2)**
    - c. Recreation – Step Increase (1)**
  - 3. CITY CLERK**
    - a. Revenue/Expense Report March 2025**
    - b. Cemetery Plot Purchase**
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
    - a. Surplus Property**
  - 6. ENGINEERING**
    - a. Change Order & Engineering Fee Adjustment – Edmund Dr. Water Main**
    - b. Authorize Advertisement – 3<sup>rd</sup> Street Sidewalk**
    - c. Authorize Advertisement – Tennis & Pickleball Courts**
    - d. Award Castine Point ADA Sidewalk Imp. – Travis Construction Company**
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. BUILDING OFFICE**
  - 10. MUNICIPAL COURT**
  - 11. HARBOR**
  - 12. COMMUNITY AFFAIRS**
    - a. T-Mobile Hometown Grant**
    - b. Long Beach Chamber 101**
  - 13. DERELICT PROPERTIES**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN/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 third Tuesday in April, 2025, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Bernie Parker, Timothy McCaffrey, Jr., 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 Angie Johnson.

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

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No Public Comments were made.

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The Mayor proclaimed Friday, April 18, 2025 as 2024-2025 Long Beach High School Bearcat Belles Dance Team Day.

\*\*\*\*\*

The Mayor proclaimed May 2025 as Frontline Worker Appreciation Month.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the Recess & Executive Session minutes of the Mayor and Board of Aldermen dated April 2, 2025, as submitted.

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated April 10, 2025, as submitted.

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Mr. Dale Stennett of 211 Magnolia Street submitted the following letter of appeal of the Planning & Development decision made on April 10, 2025 for Sketch approval – 0 West 5<sup>th</sup> Street:

Dale Stennett

211 Magnolia St.

228-324-8911

Adstennett2014@gmail.com

Date: April 11, 2025

To:

Long Beach Board of Alderman

City of Long Beach

201 Jeff Davis Ave

Long Beach, MS 39560

RE: Response to Denial of Condominium Plat Approval

Dear Members of the Long Beach Board of Alderman,

I am writing in response to the recent decision to deny approval of the proposed Condominium Layout submitted for Parcel #0612F-02-009.000. I respectfully request a reconsideration of this decision based on the misinterpretation by the planning commission of the lot size vs. unit size described by the adopted ordinance. I would like to provide further clarification and documentation supporting the project's full compliance with all applicable local ordinances, zoning requirements, and state regulations.

**Compliance with Local Codes and Ordinances**

My development team and I have meticulously followed the City of Long Beach's Land Development Ordinance and Subdivision Regulations throughout the design and planning process. We have ensured that:

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- **Zoning Designation:** The subject property is located in a zoning district C1 where multi-family or condominium development is a permitted use with an approved use permit.
- **Setbacks, Lot Coverage, and Density:** All building placements, lot coverage percentages, and proposed density conform to the dimensional requirements established by the zoning code. The Density per Table 1 of the Appendix 1 Unified Land Use Development, Article XII Density and Dimensional Regulation, Section 142, states the minimum requirement for lot area is 1,815sf/u (lot square feet per unit, or lot sq. per dwelling unit.). The minimum size of the lot per unit is 1,815 minimum. We have one lot which is 11,149 sf. If we divide 1,815 in the lot size of 11,149 it equals 6.14 units we are allowed to build. We are proposing 5 units with a lot sf/u ratio of 2,229.8, which is above the minimum lot sf/u adopted in your ordinances.
- **Infrastructure Requirements:** The property has access to necessary utilities, i.e. water, sewer, power, right of way.
- **Access and Circulation:** Adequate vehicular and emergency access, parking ratios, and pedestrian accommodations have been incorporated per city code.
- **Plat Format and Submission:** The submission was provided in the proper format along with a survey which was prepared and sealed by a licensed surveyor, and includes all required elements per the adopted ordinance.

**Coordination with City Staff and Consultants**

Throughout the process, I have worked closely with city staff, planning consultants, and legal advisors to ensure transparency and to address any preliminary concerns or technical comments. All revisions requested during the pre-application and review process were incorporated into the final submittal.

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**Clarification on Project Proposal**

By Definition, common areas are all improvements and parts of the real property which are not a Unit of Private Element. That includes all parking areas, driveways, and other means of ingress or egress, landscaping, walkways, sidewalks, and areas to access and repair utilities, buildings, and other areas.

Mississippi Condominium Act does not specify a required amount of area to be used as common area nor does it specify what items or amenities should or should not be a common element.

**Request for Appeal**

Given the substantial investment of time and resources in preparing this project in good faith, and in reliance upon the city's stated and adopted requirements, I formally request an Appeal.

**Conclusion**

My intention with this development is to provide a high-quality, code-compliant addition to the Long Beach community that aligns with the city's comprehensive plan and vision for sustainable growth. I look forward to continuing a cooperative dialogue and addressing any remaining concerns to reach a fair and lawful resolution.

Thank you for your time and attention to this matter. I would be happy to meet with you or city staff at your convenience to further discuss this application.

Respectfully,  
Dale Stennett

After discussion, Alderman Brown made motion seconded by Alderman McCaffrey to table this item until the next meeting on Tuesday, May 6, 2025 and direct City Attorney Steve Simpson to confer with Planning Consultant Bill Hessel and Mr. Stennett regarding the details of the request. The question being put to a roll call vote, the result was as follows:

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

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

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Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 041525, as submitted.

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Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to ratify the following email vote taken on April 3, 2025 for emergency purchase of computers:

**Kini Gonsoulin**

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**From:** Kini Gonsoulin <kini@cityoflongbeachms.com>  
**Sent:** Thursday, April 3, 2025 11:10 AM  
**To:** Angie Johnson (ward3alderman20@gmail.com); bd.parker09@gmail.com; Donald Frazer (nopressurellc@gmail.com); geobass1954@gmail.com; George Bass (mayor@cityoflongbeachms.com); mbrownward5@yahoo.com; pbennett1022@yahoo.com; plmward6alderman@gmail.com; Stephen B. Simpson (sbsattylaw@gmail.com); timothygmccaffrey@gmail.com  
**Cc:** Stacey Dahl (stacey@cityoflongbeachms.com)  
**Subject:** Computer purchase for vulnerable computers

Our IT company, AGJ, has identified 32 computers that are outdated (no longer supported) and make our network vulnerable to attack. The estimated cost of replacing these machines is approximately \$34,000. AGJ is strongly recommending that we update these as soon as possible to mitigate our liability. If we choose not to, we will have to sign an agreement with them that they are not liable for any intrusion or damages that happens through these computers (stated in their contract). The Mayor is suggesting that we use funds from the Disaster Relief & Recovery Fund that has a current balance of \$272k. Please respond at your earliest to this email with your vote to proceed with this purchase. Action will be ratified at the next meeting.

Kini A. Gonsoulin  
Finance Officer  
Deputy City Clerk  
City of Long Beach  
228-863-1556

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### Kini Gonsoulin

**From:** Timothy McCaffrey <timothygmccaffrey@gmail.com>  
**Sent:** Thursday, April 3, 2025 11:20 AM  
**To:** Kini Gonsoulin  
**Subject:** Re: Computer purchase for vulnerable computers

I approve to use the disaster relief & recovery fund. Not moving forward could cost the city much more in the future.

Best,

Timothy McCaffrey Jr

On Thu, Apr 3, 2025 at 11:10 AM Kini Gonsoulin <kini@cityoflongbeachms.com> wrote:

Our IT company, AGJ, has identified 32 computers that are outdated (no longer supported) and make our network vulnerable to attack. The estimated cost of replacing these machines is approximately \$34,000. AGJ is strongly recommending that we update these as soon as possible to mitigate our liability. If we choose not to, we will have to sign an agreement with them that they are not liable for any intrusion or damages that happens through these computers (stated in their contract). They Mayor is suggesting that we use funds from the Disaster Relief & Recovery Fund that has a current balance of \$272k. Please respond at your earliest to this email with your vote to proceed with this purchase. Action will be ratified at the next meeting.

Kini A. Gonsoulin

Finance Officer

Deputy City Clerk

City of Long Beach

228-863-1556

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### Kini Gonsoulin

**From:** Donald Frazer <nopressurellc@gmail.com>  
**Sent:** Thursday, April 3, 2025 11:42 AM  
**To:** Kini Gonsoulin  
**Cc:** Angie Johnson; bd.parker09@gmail.com; geobass1954@gmail.com; George Bass; mbrownward5@yahoo.com; pbennett1022@yahoo.com; plmward6alderman@gmail.com; Stephen B. Simpson; timothygmccaffrey@gmail.com; Stacey Dahl  
**Subject:** Re: Computer purchase for vulnerable computers

I vote yes to purchase  
 Sent from my iPhone

On Apr 3, 2025, at 11:10 AM, Kini Gonsoulin <kini@cityoflongbeachms.com> wrote:

Our IT company, AGJ, has identified 32 computers that are outdated (no longer supported) and make our network vulnerable to attack. The estimated cost of replacing these machines is approximately \$34,000. AGJ is strongly recommending that we update these as soon as possible to mitigate our liability. If we choose not to, we will have to sign an agreement with them that they are not liable for any intrusion or damages that happens through these computers (stated in their contract). They Mayor is suggesting that we use funds from the Disaster Relief & Recovery Fund that has a current balance of \$272k. Please respond at your earliest to this email with your vote to proceed with this purchase. Action will be ratified at the next meeting.

Kini A. Gonsoulin

Finance Officer

Deputy City Clerk

City of Long Beach

228-863-1556

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**Kini Gonsoulin**

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**From:** Pete Mcgoey <plmward6alderman@gmail.com>  
**Sent:** Thursday, April 3, 2025 1:18 PM  
**To:** Donald Frazer  
**Cc:** Kini Gonsoulin; Angie Johnson; bd.parker09@gmail.com; geobass1954@gmail.com; George Bass; mbrownward5@yahoo.com; pbennett1022@yahoo.com; Stephen B. Simpson; timothygmccaffrey@gmail.com; Stacey Dahl  
**Subject:** Re: Computer purchase for vulnerable computers

Proceed. We have no choice long term.  
Pete  
Sent from my iPhone

On Apr 3, 2025, at 11:41 AM, Donald Frazer <nopressurellc@gmail.com> wrote:

I vote yes to purchase  
Sent from my iPhone

On Apr 3, 2025, at 11:10 AM, Kini Gonsoulin <kini@cityoflongbeachms.com> wrote:

Our IT company, AGJ, has identified 32 computers that are outdated (no longer supported) and make our network vulnerable to attack. The estimated cost of replacing these machines is approximately \$34,000. AGJ is strongly recommending that we update these as soon as possible to mitigate our liability. If we choose not to, we will have to sign an agreement with them that they are not liable for any intrusion or damages that happens through these computers (stated in their contract). They Mayor is suggesting that we use funds from the Disaster Relief & Recovery Fund that has a current balance of \$272k. Please respond at your earliest to this email with your vote to proceed with this purchase. Action will be ratified at the next meeting.

Kini A. Gonsoulin  
Finance Officer  
Deputy City Clerk  
City of Long Beach  
228-863-1556

**Kini Gonsoulin**

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**From:** BERNIE PARKER <bd.parker09@gmail.com>  
**Sent:** Thursday, April 3, 2025 2:17 PM  
**To:** kini@cityoflongbeachms.com  
**Subject:** I approve

Sent from my iPhone

\*\*\*\*\*

There came on for discussion Municipal Polling Locations, whereupon Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to schedule a Work Session on Tuesday, May 13, 2025 at 5:00 pm in the meeting room of Long Beach City Hall, 201 Jeff Davis Avenue.

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There came on for discussion St. Augustine Ground Water, whereupon Alderman McCaffrey apprised the Board the water table has changed in the aforementioned area since improvements were made to Canal #1 and ground water is



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seeping through the asphalt. Alderman Brown added that a similar situation is occurring on Mockingbird Drive. After further discussion, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to direct City Engineer David Ball to investigate these issues and prepare possible remedies.

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the following contract with Gnarly Construction for Gateway Phase II, and authorize the Mayor to execute same:

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

THIS AGREEMENT is by and between City of Long Beach, MS, PO Box 99, Long Beach, MS 39560  
(Owner) and Gnarly Construction, LLC  
(Contractor).

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

ARTICLE 1 - WORK

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

The Long Beach Gateway - Phase II project includes but is not limited to the redevelopment of the Beach Boulevard corridor in Long Beach Mississippi, with the bulk of the work happening at the foot of Jeff Davis Avenue and stretching to Cleveland Avenue. The contractor shall include all labor, materials, overhead and profit for the line items in the bid form for a complete and in place project.

ARTICLE 2 - THE PROJECT

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

The Long Beach Gateway - Phase II project is a multi-faceted project with scopes that include landscape, hardscape, irrigation, electrical, and vertical construction. A heavy emphasis of landscape and irrigation improvements. Gateway markers, signs, and the cornerstone piece - a vertical tower, will improve the character of this major corridor through the town of Long Beach.

ARTICLE 3 - OWNER'S REPRESENTATIVE

3.01 The Project has been designed by  
Christian Preus Landscape Architecture, PLLC (CPLA)  
307 De La Mare Avenue  
Fairhope, AL 39532

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

Construction Manager  
AnderCorp, LLC is the Construction Manager for the Owner and shall be considered Owner's representative for the project along with Engineer. In addition to other contractual requirements due the Owner's representative, Contractor shall cooperate with Construction Manager throughout the duration of this contract period.

AnderCorp  
1404 24th Avenue, Suite 300  
Gulfport, MS 39501

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As noted elsewhere in these specifications, AnderCorp will be considered part of the Owner's project team and shall be included in the Additional Insured coverages and shall be included in any applicable waiver of rights between Owner, Contractor, Subcontractors, or Engineer.

### ARTICLE 4 - CONTRACT TIMES

#### 4.01 Time of the Essence

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

#### 4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 330 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 330 days after the date when the Contract Times commence to run.

#### 4.03 Liquidated Damages

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

### ARTICLE 5 - CONTRACT PRICE

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

A. For all Work:	
• Base Bid, including contingency	\$ 3,479,500.00
• Alternate 3 – 2 Single Pedestrian Lights	\$ 40,800.00
• Alternate 6 – Integral Colored Concrete	\$ 34,990.00
• Alternate 7 – 3 Swings	\$ 21,300.00
• Grand Total	\$ 3,576,590.00

<u>Three million, five hundred seventy-six thousand, five hundred ninety dollars</u>	<u>(\$3,576,590.00)</u>
(words)	(numerals)

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

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

### ARTICLE 6 - PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

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

#### 6.02 Progress Payments; Retainage

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EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)  
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A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

### 6.03 Final Payment

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

### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the current market rate.

### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

### ARTICLE 9 - CONTRACT DOCUMENTS

#### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
  2. Performance bond (pages 7 to 8, inclusive).
  3. Payment bond (pages 9 to 10, inclusive).
  4. Other forms (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - a. Certification Regarding Debarment, etal (pages 11 to 12, inclusive).
    - b. Section 3 Project Implementation Plan (pages 13 to 17, inclusive).
  5. General Conditions (pages 18 to 85, inclusive).
  6. Supplemental General Conditions (pages 86 to 93, inclusive).
  6. Section 00 73 14 Supplemental Conditions (pages 116 to 108, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings listed on the attached sheet index bearing the following general title: Long Beach Gateway – Phase II
  9. Addenda (numbers 1 to 2, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 229 to 253, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (To Be released at a later date, following the HUD Release of Funds).
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

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EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)  
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D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

### ARTICLE 10 - MISCELLANEOUS

#### 10.01 Terms

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

#### 10.02 Assignment of Contract

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

#### 10.03 Successors and Assigns

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

#### 10.04 Severability

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

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## PERFORMANCE BOND

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

**CONTRACTOR (Name and Address):**  
Gnarly Construction, LLC  
10955 Grace Cove, Gulfport, MS 39503

**SURETY (Name and Address of Principal Place of Business):**  
The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

**OWNER (Name and Address):**  
City of Long Beach  
201 Jeff Davis Avenue, Long Beach, MS 39560

**CONTRACT**  
Date: April 11, 2025  
Amount: \$3,576,590.00  
Description (Name and Location): The Long Beach Gateway – Phase II

**BOND**  
Bond Number: 1113972  
Date (Not earlier than Contract Date):  
Amount: \$3,576,590.00  
Modifications to this Bond Form: n/a

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**  
Company: Gnarly Construction, LLC  
Signature: [Signature] (Seal)  
Name and Title: Gregory J. Knezal, President

**SURETY**  
The Hanover Insurance Company (Seal)  
Surety's Name and Corporate Seal  
By: [Signature]  
Signature and Title: Debbie Dunaway, Attorney-in-Fact  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: [Signature]  
Signature and Title

**CONTRACTOR AS PRINCIPAL**  
Company:  
Signature: \_\_\_\_\_ (Seal)  
Name and Title:

**SURETY**  
\_\_\_\_\_  
Surety's Name and Corporate Seal  
By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)  
Attest: \_\_\_\_\_  
Signature and Title:

EJCDC No. C-610 (2002 Edition)  
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

## Minutes of April 15, 2025

### Mayor and Board of Aldermen

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

<p><b>FOR INFORMATION ONLY – Name, Address and Telephone</b>          Surety Agency or Broker Arthur J. Gallagher Risk Management Services, Inc., 2909 13<sup>th</sup> St., 4<sup>th</sup> Floor, Gulfport, MS 39501 Ph. 228-863-5362          Owner's Representative (engineer or other party) Christian Preus Landscape Architecture, PLLC (CPLA), 307 De La Mare Avenue, Fairhope, AL          and AnderCorp, 1404 24<sup>th</sup> Avenue, Ste 300, Gulfport, MS 39501</p>
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# Minutes of April 15, 2025 Mayor and Board of Aldermen

## PAYMENT BOND

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

**CONTRACTOR (Name and Address):**  
Gnarly Construction, LLC  
10955 Grace Cove, Gulfport, MS 39503

**SURETY (Name and Address of Principal Place of Business):**  
The Hanover Insurance Company  
440 Lincoln Street, Worcester, MA 01653

**OWNER (Name and Address):**  
City of Long Beach  
201 Jeff Davis Avenue, Long Beach, MS 39560

**CONTRACT**  
Date: *April 11, 2025*  
Amount: \$3,576,590.00  
Description (Name and Location): The Long Beach Gateway – Phase II

**BOND**  
Bond Number: 1113972  
Date (Not earlier than Contract Date):  
Amount: \$3,576,590.00  
Modifications to this Bond Form: n/a

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: Gnarly Construction, LLC

Signature: *Jeff Knesal* (Seal)  
Name and Title: *Jeffrey J. Knesal, President*

(Space is provided below for signatures of additional parties, if required.)

**SURETY**

The Hanover Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: *Debbie Dunaway*  
Signature and Title *Debbie Dunaway, Attorney-in-Fact*  
(Attach Power of Attorney)

Attest: *Kathleen Scarborough*  
Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

**SURETY**

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

EJCDC No. C-615 (2002 Edition)  
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.



## Minutes of April 15, 2025

### Mayor and Board of Aldermen

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

<p><b>FOR INFORMATION ONLY</b> -- Name, Address and Telephone          Surety Agency or Broker: Arthur J. Gallagher Risk Management Services, Inc., 2909 13<sup>th</sup> St., 4<sup>th</sup> Floor, Gulfport, MS 39501 Ph. 228-863-5362          Owner's Representative (engineer or other party): Christian Preus Landscape Architecture, PLLC (CPLA), 307 De La Mare Avenue, Fairhope, AL and          AnderCorp, 1404 24<sup>th</sup> Avenue, Ste 300, Gulfport, MS 39501</p>
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# Minutes of April 15, 2025 Mayor and Board of Aldermen

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, Kathleen B. Scarborough, Deway B. Mason, Jim E. Brashler, Susan Skrametta, Lisa Butler, Patrick Mason, James E. Brashler, Debbie Dunaway, Leslie R. Anderson, Troy P. Wagener and/or Julie C. Livingston

Of BXS Insurance of Biloxi, MS individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below.

Any such obligations in the United States, not to exceed One Hundred Million and No/100 (\$100,000,000) in any single instance. That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

**RESOLVED:** That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

**RESOLVED:** That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 2nd day of June, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*James H. Kawlecki*  
James H. Kawlecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Julien M. Mendoza*  
Julien M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 2nd day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

**Wendy Latoumes**  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2025

*Wendy Latoumes*  
Wendy Latoumes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America  
*John Rowedder*  
John Rowedder, Vice President

\*\*\*\*\*

**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

There came on for discussion the completed survey of Valentine Drive. City Engineer David Ball provided copies of the survey to the Mayor and Board of Aldermen and explained there are multiple encroachments in the City's easement to include sheds, a pool, a garage, fencing and protected trees. He also explained that a topographical survey is needed to determine the direction of water flow in the area. After continued discussion, it was the consensus of the Board to direct City Engineer David Ball to obtain quotes for a topographical survey.

\*\*\*\*\*

There came on for discussion the completed survey of Townsend Flurry Road. City Engineer David Ball provided a copy of the survey to the Mayor and Board of Aldermen and explained there is no dedicated right of way where the current road is located. After further discussion, Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to direct City Engineer David Ball to obtain a title search of the aforementioned area to further investigate right of ways.

\*\*\*\*\*

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

Police Dept:

- Step Increase, Sergeant Jason Case, PS-11-XV, effective May 16, 2025
- Step Increase, Captain Patrick Craig, PS-11-XVIII, effective May 1, 2025
- Step Increase, Sergeant Jolee Knight, PS-11-VI, effective May 1, 2025
- Step Increase, Commander Damian McRight, PSA-14-XII, effective May 1, 2025

Fire Dept:

- Step Increase, Lieutenant Kelly Whitman, FS-12-X, effective April 1, 2025
- New Hire, Firefighter Kevin Moore, FS-9-B, effective May 1, 2025
- New Hire, Firefighter Johnathan Lee Potts, FS-9-B, effective May 1, 2025

Recreation:

- Step Increase, Laborer Jacob Saucier, CSH-3-VIII, effective April 1, 2025

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to accept the March 2025 Revenue/Expense Report, as submitted.

\*\*\*\*\*

Minutes of April 15, 2025  
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman McCaffrey and  
unanimously carried to approve the following purchase of cemetery plot from Trena  
Turrentine:

April 3, 2025

Please accept this letter as my formal request to sell back to the City of Long Beach two  
(2) cemetery plots, SW ¼ of Lot 181, in the amount of \$100.00 which was the purchase  
price.

Please make payable to: Trena Turrentine  
107 Cedar Place Cove  
Long Beach, MS 39560  
(228) 234-1843

Sincerely,

Trena Turrentine *Trena L. Turrentine*

*I recommend approval. I have checked  
cemetery records.*  
*Stacy Dahl*

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Brown and  
unanimously carried to declare the following property surplus and authorize disposal:



**Date: April 11, 2025**

**To: Mayor Bass  
Board of Alderman**

**Re: Surplus Property**

The Following list of property is no longer of use to our department or is no longer cost  
effective to maintain. Therefore, I am requesting that these items be declared as surplus property.

Thank you,

*Billy Seal*  
Billy Seal  
Chief of Police

Minutes of April 15, 2025  
Mayor and Board of Aldermen

228-863-7292  
FAX 228-863-1557



LONG BEACH POLICE DEPARTMENT

P.O. BOX 929 LONG BEACH, MS 39560

**Date: April 9, 2025**

**To: Chief W. Seal**

**From: Officer Sandy Dyess**

**Subject: Surplus Property**

**I am requesting that the below listed items be declared as surplus property:**

**Electronics:**

**LAtech Mobiel LPR system w/(2) cameras SN/LCN: EBT5218P57560**

**IIIP LCD Touch Screen Monitor model: 15481 Ser # ANME1501T20180830028603-S**

**Computers:**

**Miscellaneous:**

**Appliances:**

**Vehicles:**

Thanks,  
Officer Sand Dyess

\*\*\*\*\*

**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Change Order with Bottom 2 Top Construction and Engineering Fee Adjustment with Overstreet & Associates for Edmund Drive Water Main Improvements, and authorize the Mayor to execute same:



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

April 9, 2025

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

**RE: Proposed Change Order 3 & Proposed Engineering Fee Adjustment  
Edmund Dr. Water Main Improvements**

Ladies and Gentlemen:

The referenced project has been substantially completed and we are working with the Contractor to obtain all final project closeout documentation. To that end, we offer the attached proposed Change Order 3 which includes an adjustment to any and all contract quantities to reflect the final quantity of work performed and accepted. A few comments regarding the Change Order:

1. Negotiations for an extension to contract time took place in the executive session meeting room in City Hall on Tuesday, 4/1/2025. Representatives from the Contractor and Overstreet were present along with Mr. Donald Frazer. After considerable discussion, the Contractor offered a reduction to his mobilization price with a request for the City to extend contract time as necessary to avoid any liquidated damages. Despite the possibility of liquidated damages being withheld by the City for justifiable reasons, this negotiated change seems appropriate and we recommend accepting the change as noted. This extension of contract time represents an increase of 60% in over the original contract time.
2. We note that this change order represents a savings (in unspent funds) of approximately \$30,000 on the project which has already been budgeted by the City for this project.

Additionally, we have included a proposed contract amendment for Overstreet's contract for professional services. Due to the extensive delays encountered on this project which hampered the Contractor's progress, we were unable to complete the work within the amounts detailed in our original agreement. Therefore, we request the following:

1. An adjustment of our total lump sum fee for Construction Administration (the services impacted by an extension to the Contractor's allowable contract time) by an additional 60% for a total fee of \$33,264 (an increase of \$12,474). Although this doesn't fully cover all of our actual costs for this work, we think the 60% increase is appropriate considering the equivalent adjustment to the Contractor's timeframe.
2. An adjustment of our total allowable hourly fee for Resident Project Representative (RPR) services for our on-site, full-time "inspection" work performed during construction for a total allowable fee of \$87,000 (an increase of \$11,000). The requested increase represents an increase of just over 14%, and is justifiable due to the extensive delays encountered during construction.

Based on all the foregoing, we recommend and request approval of each of the attached documents. Meanwhile, we will continue to work with the Contractor to obtain all needed

Biloxi | Long Beach | Pascagoula | Daphne

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**Minutes of April 15, 2025**  
**Mayor and Board of Aldermen**

closeout documents for presentation at an upcoming City meeting. If you have any questions, please advise.

Sincerely,



David Ball, P.E.

DB:1288  
Attachment

C:\Users\david.OVERSTREETENG\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\KW22ZYTP\20250409 1288 Recommend CO3 and request OA fee adjust.docx Page 2/2

# Minutes of April 15, 2025 Mayor and Board of Aldermen

**Change Order  
No. 3 (Summary)**

Date of Issuance: 4/8/2025 Effective Date: 4/15/2025

Project:	Owner: <b>City of Long Beach</b>	Owner's Contract No.:
Contract:	<b>Edmund Dr. Subdivision Water System Improvements</b>	Date of Contract: <b>5/7/2024</b>
Contractor:	<b>Bottom 2 Top Construction, LLC</b>	Engineer's Project No.: <b>1288</b>

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

- Description:
1. **Adjust contract quantities to reflect the full & final quantity of work performed in the field.**
  2. **Per negotiations, adjust contract time to reflect delays outside of contractor's control and due to abnormal weather and additional work.**
  3. **Add a pay item to reflect a credit on mobilization offered by the Contractor.**

Attachments: (List documents supporting change):  
\_\_\_\_\_  
\_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

---

Original Contract Price:  
\$543,927.74

(Increase) In Contract Price from previous Change Orders No. 1 to No. 2  
\$3,814.30

Contract Price prior to this Change Order:  
\$547,742.04

(Decrease) in Contract Price due to this Change Order:  
(\$29,120.25)

Revised Contract Price incorporating this Change Order:  
\$518,621.79

**CHANGE IN CONTRACT TIMES:**

---

Original Contract Times:  Working Days 150 Calendar days  
Substantial completion (days or date): 12/4/2024  
Ready for final payment (days or date): \_\_\_\_\_

Change in Contract Time from previous Change Orders No. 1 to No. 2  
Substantial completion (days or date): 51  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): 1/24/2025  
Ready for final payment (days or date): \_\_\_\_\_

(Increase) In Contract Time due to this Change Order:  
Substantial completion (days or date): 39  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times Incorporating this Change Order:  
Substantial completion (days or date): 3/4/2025  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED: (ENGINEER)  By: <u>[Signature]</u> Date: <u>4/8/2025</u>	ACCEPTED: (CONTRACTOR)  By: <u>Joseph R Raffeo</u> Date: <u>4/8/2025</u>	ACCEPTED: (OWNER)  By: <u>[Signature]</u> Date: <u>4-16-25</u>
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# Minutes of April 15, 2025 Mayor and Board of Aldermen

PROJECT NO. 1288

3 (Summary)

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	<b>BASE BID</b>							
10-A	MOBILIZATION	1	L.S.	\$13,345.00				\$13,345.00
100-A	8" WATER MAIN	1890	L.F.	\$41.36	19	\$785.84	1,909	\$785,840.00
100-B	3" DUCTILE IRON WATER MAIN	217	L.F.	\$51.06	10	\$510.60	227	\$11,680.02
100-C	DUCTILE IRON FITTINGS	1,2925	TON	\$11,504.44	(0.4935)	(\$5,189.57)	0.8415	\$9,699.57
100-D	LOCATE AND ABANDON EXISTING WATER MAIN IN-PLACE	1980	L.F.	\$6.69	(898)	(\$13,266.20)	1,082	\$7,238.58
110-A	8" GATE VALVE AND VALVE BOX	3	EA.	\$2,452.03		\$0.00	3	\$7,356.09
120-A	FIRE HYDRANT ASSEMBLY	4	EA.	\$6,066.93		\$0.00	4	\$24,267.72
130-A	8" X 8" TAPPING SLEEVE WITH VALVE AND VALVE BOX	3	EA.	\$5,418.92		\$0.00	3	\$16,256.76
130-B	REMOVE EXISTING VALVE	1	EA.	\$784.63		\$0.00	1	\$784.63
130-C	REMOVE EXISTING FIRE HYDRANT	1	EA.	\$284.63		\$0.00	1	\$284.63
130-D	LOCATE & DISCONNECT EXISTING WATER MAIN	3	EA.	\$785.75	(2)	(\$1,759.50)	1	\$879.75
140-A	1" SINGLE WATER SERVICE ASSEMBLY (TYPE 1)	10	EA.	\$875.58	(1)	(\$875.58)	9	\$8,079.22
140-B	1"-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 2)	3	EA.	\$1,645.42	2	\$3,290.84	5	\$8,227.10
140-C	1" SINGLE WATER SERVICE ASSEMBLY (TYPE 3)	13	EA.	\$812.06	(8)	(\$6,496.48)	5	\$4,060.30
140-D	1"-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 4)	4	EA.	\$1,701.17	2	\$3,402.34	6	\$10,207.02
310-A	24" HRPV CULVERT	40	L.F.	\$66.25	(12)	(\$795.00)	28	\$1,855.00
310-B	36" X 23" RCP CULVERT	130	L.F.	\$98.55	(10)	(\$985.50)	120	\$11,946.00
310-C	REWORK DITCH	6	EA.	\$16.73	2	\$33.46	8	\$133.46
320-A	REPLACE CATCH BASIN, SS-2 TYPE	4	EA.	\$668.00	1	\$668.00	5	\$4,340.00
320-B	CATCH BASIN INTERIOR REHABILITATION	1	EA.	\$1,258.25		\$0.00	1	\$1,258.25
320-C	REPLACE CATCH BASIN TOP, SS-2 TYPE	2	EA.	\$1,258.25	4	\$5,033.00	6	\$7,549.50
320-E	REPLACE CATCH BASIN TOP, PEDESTAL TYPE, WITH GRATE	1	EA.	\$1,314.00		\$0.00	1	\$1,314.00
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL (PM)	70	C.Y.	\$84.18	(39.76)	(\$5,904.91)	30.74	\$2,587.69
500-B	SELECT SANDY BACKFILL (FM)	190	C.Y.	\$15.51	(24.1)	(\$376.20)	165.9	\$2,589.70
500-C	GEOTEXTILE FABRIC	470	S.Y.	\$5.09	426.3	\$2,163.63	896.3	\$2,789.57
510-A	8" LIMESTONE ROAD BASE	1900	S.Y.	\$20.45	(822.18)	(\$3,881.82)	1,077.82	\$22,041.41
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (5T-12.5 MM MIX)	590	TON	\$188.33	(7.30)	(\$1,101.81)	582.61	\$106,809.89
510-C	HOT BITUMINOUS PAVEMENT BASE COURSE (5T-19.0 MM MIX)	250	TON	\$220.32	(41.44)	(\$55,608.00)	208.56	\$45,949.84
510-D	MILLING EXISTING ASPHALT PAVEMENT	5900	S.Y.	\$7.02	(474.66)	(\$3,332.11)	5,425.34	\$38,085.89
510-E	CONCRETE CURB & GUTTER RESTORATION	390	L.F.	\$27.50	344.5	\$9,423.75	734.5	\$20,188.75
510-F	MISCELLANEOUS RESTORATION	1	L.S.	\$5,017.50		\$0.00	1	\$5,017.50
510-G	VEGETATIVE COVER	370	S.Y.	\$7.85	29.72	\$232.36	399.72	\$3,057.88
510-H	SOLID SOD	100	S.Y.	\$8.76	(100.00)	(\$876.00)	0	\$0.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$3,902.50		\$0.00	1	\$3,902.50
530-A	STORMWATER MANAGEMENT	1	L.S.	\$5,017.50		\$0.00	1	\$5,017.50
CO1-1	15" HRPV PIPE	1	L.S.	\$2,450.00		\$0.00	1	\$2,450.00
CO1-1.1	CONCRETE FLUME	1	EA.	\$1,500.00		\$0.00	1	\$1,500.00
CO1-1.2	18"X11" CONCRETE ARCH PIPE CULVERT	50	L.F.	\$56.43	3	\$169.29	53	\$2,984.36
CO3-1	MOBILIZATION REDUCTION	0	L.S.	(\$2,500.00)	1	(\$2,500.00)	1	(\$2,500.00)
<b>TOTAL CHANGE ORDER AMOUNTS</b>						<b>(\$29,120.25)</b>		<b>\$516,621.79</b>

2 of 2

EJDDC No. C-941 (2022 Edition)  
Prepared by the Engineers: John Gonnard Documents Committee and endorsed by the Associated General Contractors of America and their Construction Specifications Institute

Minutes of April 15, 2025  
Mayor and Board of Aldermen

AMENDMENT 1 TO AGREEMENT BETWEEN  
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.  
FOR EDMUND DR. SUBDIV. WATER MAIN IMPROVEMENTS

It is agreed to modify the contract terms Professional Services for the referenced project in consideration of the below and in accordance with the provisions contained in the Agreement dated July 14, 2023:

A. SCOPE OF SERVICES & TIME OF COMPLETION

1. The original professional services contract proposed a total fee for construction administration of \$20,790.
2. The original construction contract provided a contract time to complete of 150 calendar days.
3. The final contract time after all delays and agreed upon extensions were granted to the Contractor was 240 calendar days, an increase of 60%.
4. Such an increase in time has a real impact on Engineer's services for Construction Administration & Resident Project Representative (RPR), by causing the necessary length of time to provide services to increase..

B. BASIS OF COMPENSATION

1. The total lump sum fee for professional services for Construction Administration shall be increased to \$33,264, which represents an increase of 60% to the applicable phase of services.
2. The total of hourly fees for RPR shall be increased to \$87,000, representing an increase of approximately 15% to the applicable service.

OWNER:

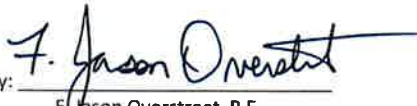
CITY OF LONG BEACH, MISSISSIPPI

By:   
George Bass  
Mayor

Date Signed: 4-16-25

ENGINEER:

OVERSTREET & ASSOCIATES, PLLC.

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

Date Signed: 4/10/2025

**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

**EXHIBIT "A"**

**OVERSTREET & ASSOCIATES  
STANDARD HOURLY RATES SCHEDULE  
EFFECTIVE JANUARY 1, 2025**

<u>Position</u>	<u>Billing Rate</u>
Principal .....	\$240.00
Professional Engineer V.....	\$195.00
Professional Engineer IV.....	\$180.00
Professional Engineer III.....	\$162.50
Professional Engineer II.....	\$149.00
Professional Engineer I.....	\$138.00
Engineer Intern III.....	\$132.25
Engineer Intern II.....	\$120.00
Engineer Intern I.....	\$107.50
Professional Land Surveyor.....	\$132.50
Senior Project Manager .....	\$138.00
Construction Project Manager II.....	\$125.00
Construction Project Manager I.....	\$105.00
Sr. Survey Crew Chief .....	\$100.00
Resident Project Representative III.....	\$100.00
Resident Project Representative II.....	\$92.50
Resident Project Representative I.....	\$85.00
Civil Designer.....	\$141.50

**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

CADD Technician III .....	\$120.00
CADD Technician II .....	\$100.00
CADD Technician I .....	\$85.00
GIS Intern .....	\$61.00
Project Technician II .....	\$110.00
Project Technician I .....	\$75.00
Administrative/Clerical .....	\$75.00
Surveys with RTK GPS Equipment .....	\$65.00
Survey Project Manager/Land Surveyor Intern .....	\$110.25
Survey Technician II .....	\$95.00
Survey Technician I .....	\$70.00
Survey Crew III .....	\$205.00
Survey Crew II .....	\$175.00
Survey Crew I .....	\$150.00

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

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OVERSTREET & ASSOCIATES, PLLC.  
ENGINEER'S CONSULTANTS AND  
REIMBURSABLE EXPENSE SCHEDULE

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

**Reimbursable Expense Schedule:**

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

\*\*\*\*\*

Minutes of April 15, 2025  
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize advertisement for 3<sup>rd</sup> Street Sidewalk per the following schedule:



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

April 9, 2025

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

**RE: 3<sup>rd</sup> St. Sidewalk (GCRF Funding)**

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project and are therefore ready to request competitive bids for the construction of the project. The documents have been prepared in accordance with the City's directions and can be made available for review upon your request. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	April 15, 2025
First Advertisement:	April 25, 2025
Second Advertisement:	May 2, 2025
Receive Bids:	May 27, 2025

If the above bid schedule is acceptable, we hope to have a Bid Tabulation and Recommendation of Award at the June 3, 2025 meeting.

Sincerely,

David Ball, P.E.

DB:1323  
Attachment

\*\*\*\*\*

Minutes of April 15, 2025  
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize advertisement for Tennis & Pickleball Courts per the following schedule:



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

April 9, 2025

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

**RE: Tennis & Pickleball Courts  
LB Rec Center**

Ladies and Gentlemen:

We have nearly completed the Bid Documents for the referenced project and are therefore ready to request competitive bids for the construction of the project. The documents have been prepared in accordance with the City's directions and can be made available for review upon your request. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	April 15, 2025
First Advertisement:	April 25, 2025
Second Advertisement:	May 2, 2025
Receive Bids:	May 27, 2025

If the above bid schedule is acceptable, we hope to have a Bid Tabulation and Recommendation of Award at the June 3, 2025 meeting.

Sincerely,

David Ball, P.E.

DB:1346  
Attachment

\*\*\*\*\*

**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

Based on the following recommendation by City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to award Castine Pointe Subdivision ADA Sidewalk Improvements to Travis Construction Company:



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

April 10, 2025

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

**RE: Castine Pointe S/D ADA Sidewalk Improvements**

Ladies and Gentlemen:

We requested quotes from several local contractors to construct the City-approved sidewalk improvements in the Castine Pointe S/D. These improvements will create reasonable ADA access for all subdivision residents to access the public facilities inside the subdivision.

We received two quotes and a tabulation of the quotes is attached hereto; copies of the quotes can be made available for review upon your request. The low price was offered by Travis Construction Company of Gulfport, MS. At a total bid price of \$72,105.00. We have not worked with this company before but have seen the owner's work as a subcontractor/employee on other City contracts. All considered, we recommend award of the project to Travis Construction Company in the amount of their total bid.

Sincerely,

David Ball, P.E.

DB:539  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\0539\Projects\2025 Castine ADA improvs\20250410 Castine ADA Recommend Award Travis Constr.docx Page 1  
/1



**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

**City of Long Beach  
Casine Pointe Subdivision - ADA Improvements  
Tabulation of Quotes**

**4/9/2025 - 12:00PM**

CONTRACTORS BIDDING:		Travis Construction Company Gulfport, MS		Allen Construction Co. LLC Gulfport, MS	
ITEM	QUANTITY	UNIT	TOTAL	UNIT	TOTAL
1-A	1 LS	\$ 9,400.00	\$ 9,400.00	\$ 6,344.00	\$ 6,344.00
2-A	18 EA	\$ 3,000.00	\$ 54,000.00	\$ 2,222.00	\$ 39,996.00
2-B	9 EA	\$ 700.00	\$ 6,300.00	\$ 3,330.00	\$ 29,970.00
2-C	13 SY	\$ 185.00	\$ 2,405.00	\$ 130.00	\$ 1,690.00
<b>TOTAL AMOUNT OF BASE QUOTE:</b>			<b>\$ 72,105.00</b>		<b>\$ 78,000.00</b>

\*\*\*\*\*

Community Affairs Director Courtney Cuevas asked the Board for ideas for application of the T-Mobile Hometown Grant.

\*\*\*\*\*

Community Affairs Director Courtney Cuevas announced that the Long Beach Chamber 101 event would be held at City Hall on Tuesday, May 22, 2025 at 4:00 pm.

\*\*\*\*\*

At the request of City Attorney Steve Simpson, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to direct Mr. Simpson to draft an amendment to Ordinance 621 to establish a new water rate for commercial use in the Long Beach Industrial Park.

\*\*\*\*\*

**Minutes of April 15, 2025  
Mayor and Board of Aldermen**

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