

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF JANUARY 7, 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.**

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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
  - 1. 260 Alexander Road; assessed to Estate of Melody Brown**
  - 2. 400 E Railroad Street; assessed to Earl Shaddix**
- V. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Proclamation – Edgar “Red” Lee McKay Day**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN  
December 17, 2024 Regular & Executive Session**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 010725**
- X. UNFINISHED BUSINESS**
  - 1. Zoning Ordinance Amendment**
- XI. NEW BUSINESS**
  - 1. Memorandum of Understanding (6) – ARPA/MCWI funded projects**
  - 2. Willow Creek Road – Easement Parking; Alderman Brown**
  - 3. Shooter Ready Update/Ordinance Amendment**
  - 4. Quarles Property Lease Agreement**
  - 5. Contract – AGJ Systems & Networks; Spread in Minutes**
  - 6. Fee Waiver Request Rec Center – American Legion; Blood Drive**
  - 7. Schedule School Board Applicant Interviews**
- XII. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
  - 3. CITY CLERK**
    - a. Annual Newspaper Publication Advertisement**
    - b. Budget Amendment FY 25; Police Dept & Public Works**
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
  - 6. ENGINEERING**
    - a. Change Order – Bottom 2 Top Construction; Edmund Dr. Water Imp.**
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. BUILDING OFFICE**
  - 10. MUNICIPAL COURT**
  - 11. HARBOR**
  - 12. COMMUNITY AFFAIRS**
  - 13. DERELICT PROPERTIES**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

Be it remembered that two public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held, at 5:00 o'clock p.m., Tuesday, the 7<sup>th</sup> day of January, 2025, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearings.

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

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

\*\*\*\*\*

The first public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 260 Alexander Road, Long Beach, MS and assessed to Melody Brown Estate is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that Notice of Hearing was sent to Melody Brown Estate, 260 Alexander Road, Long Beach, MS 39560 and posted on the subject property 260 Alexander Road, Long Beach, MS 39560 on December 27, 2024. Said notice was delivered on December 30, 2024.

# Minutes of January 7, 2025 Mayor and Board of Aldermen



ZONING ENFORCEMENT OFFICER  
P.O. Box 929  
Long Beach, MS 39560  
228-863-1554

December 27, 2024

Brown Melody A -Estate-  
260 Alexander Road  
Long Beach, MS 39560

Reference: Tax Parcel Number: 260 Alexander Road; Long Beach, MS 39560  
Parcel Number: 0612C-02-023.000

As the City of Long Beach works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our city. As a part of ongoing efforts, Zoning Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the city requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
Overgrown Property, IPMC 302.4	Cut and clean the property
Weeds, Vines, Tree or Limbs	Remove weeds, vines, limbs
Rubbish, Trash and Debris, IPMC 308.1	Remove/Haul off rubbish, trash and debris
Maintenance of Structure & Equipment 301.1	Connect home to all private & public systems available
Light & Ventllation 401.1 Plumbing System & Fixtures 501.1	Connect to assure the home is in a clean, sanitary, & safe condition
Mechanical & Electrical Systems 601.1	

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

#### NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the City of Long Beach Mayor and Board of Aldermen on 01/07/2025 at 5:00 PM, in the City Hall Meeting Room located at 201 Jeff Davis Avenue, on the violations set forth above. At this hearing, the Mayor and Board of Aldermen will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Long Beach to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 201 Jeff Davis Avenue, Long Beach, MS, at Least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board of Aldermen will be asked to authorize advertisement for blds to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgement Rolls. Please contact our office at (228)863-1554, if you have questions regarding this letter. **You must call (228)-863-1554 if the corrective actions have been taken before 01/07/2025.** Then, upon inspection, if property is in compliance, no further action will be taken.

Respectfully yours,

  
Dale Stogner  
Zoning Enforcement Officer

cc: Mayor: George Bass  
Alderman: Bernie Parker

Case Number: 000118

# Minutes of January 7, 2025 Mayor and Board of Aldermen

ALERT: CANADA POST ADVISES THAT THE STRIKE BY ITS EMPLOYEES HAS ENDED. HOWEV...

## USPS Tracking®

FAQs >

Tracking Number:

Remove X

### 9171999991703763599704

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

#### Latest Update

Your item was delivered to an individual at the address at 12:02 pm on December 30, 2024 in LONG BEACH, MS 39560.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

#### Delivered

Delivered, Left with Individual

LONG BEACH, MS 39560

December 30, 2024, 12:02 pm

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

LONG BEACH, MS 39560

December 30, 2024, 11:57 am

#### In Transit to Next Facility

December 29, 2024

#### Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER

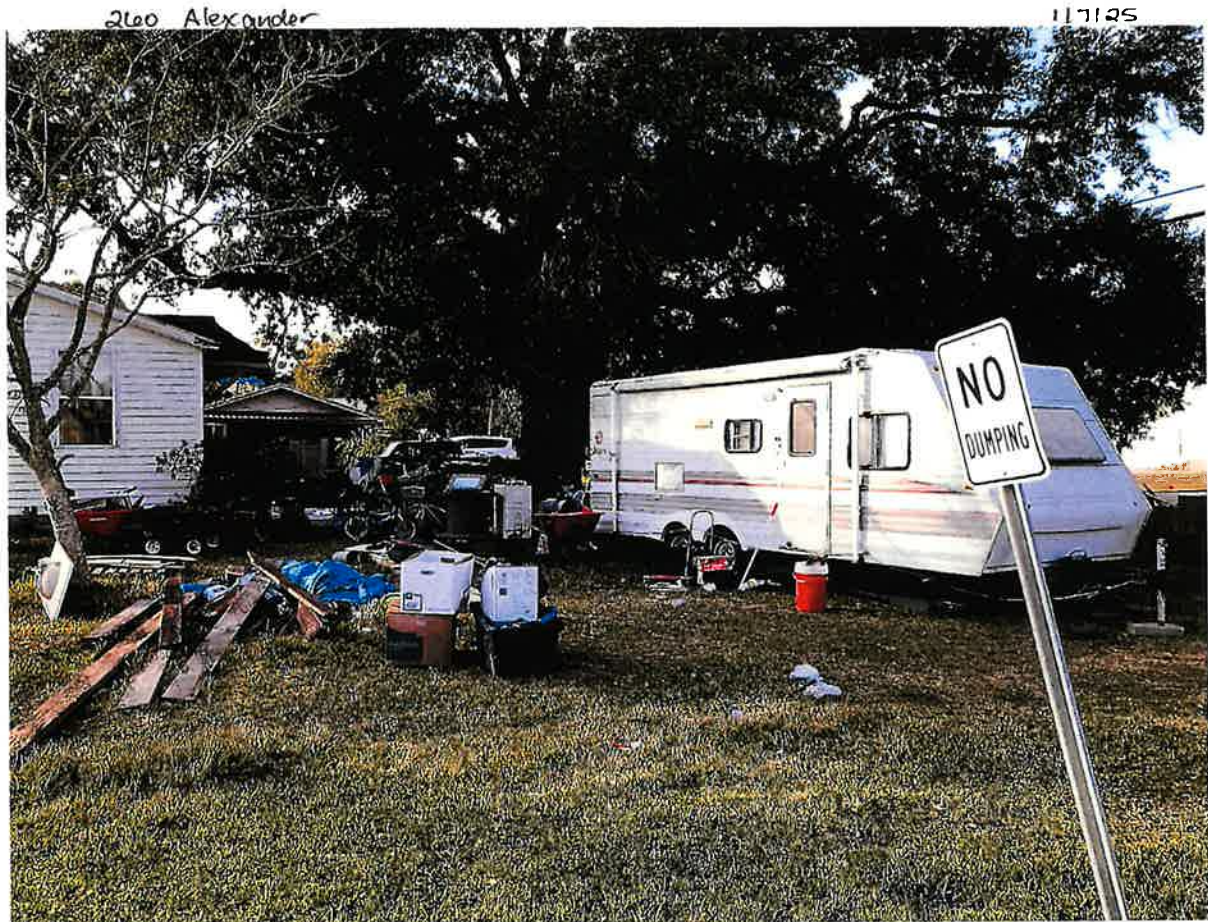
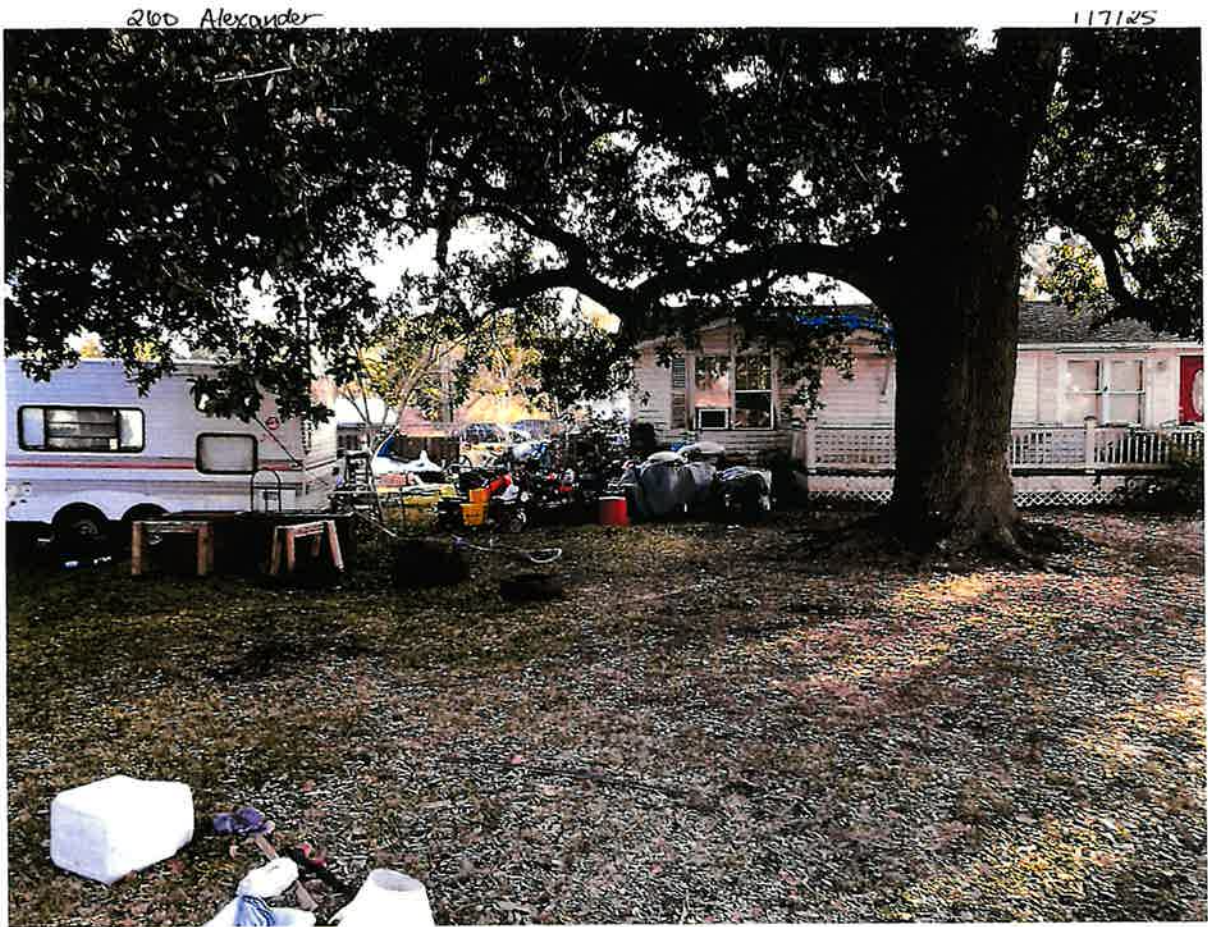
December 28, 2024, 7:39 pm

Hide Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

- The Clerk submitted photographs of 260 Alexander Road, Long Beach, Mississippi taken by Zoning Enforcement Dale Stogner on January 7, 2025, depicting subject property in its present condition; said photographs are as follows:

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Mayor and Board of Aldermen



Minutes of January 7, 2025  
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

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

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

3. That on December 27, 2024, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 260 Alexander Road (Tax Map Parcel 0612C-02-023.000). Long Beach, Mississippi, assessed to Melody Brown Estate, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on January 7, 2025, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for January 7, 2025.

This the 7<sup>th</sup> day of January, 2025.

*Kim Gonsoulin*  
KINI GONSOLIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7<sup>th</sup> day of January, 2025.

*Stacey Dahl*  
NOTARY PUBLIC

-My Commission Expires-



AFFIDAVIT PHOTOS; POST NOTICE

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

The Mayor recognized Ms. Carla Powell, beneficiary of the Melody Brown Estate, who explained her efforts with the property clean up and unlawful tenants.

\* \* \*

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

\* \* \*

Alderman Brown made motion seconded by Alderman McCaffrey to grant a 30-day extension to bring the property into compliance. After further discussion, Alderman McGoey made substitute motion seconded by Alderman Frazer and unanimously carried to grant a 45-day extension to bring the property into compliance.

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The second public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 400 E Railroad Street, Long Beach, MS and assessed to Earl Shaddix is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that Notice of Hearing was sent to Earl Shaddix, 11593 Carlene Drive, Gulfport, MS 39503 and posted on the subject property 400 E Railroad Street, Long Beach, MS 39560 on December 6, 2024. Said notice was delivered on December 10, 2024.



# Minutes of January 7, 2025 Mayor and Board of Aldermen



**ZONING ENFORCEMENT OFFICER**  
P.O. Box 929  
Long Beach, MS 39560  
228-863-1554

December 6, 2024

Shaddix Earl K  
11593 Carlene Drive  
Gulfport, MS 39503

91 7199 9991 7037 6359 9698

Reference: 400 E Railroad Street; Long Beach, MS 39560  
Tax Parcel Number: 0612A-05-012.000

As the City of Long Beach works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our city. As a part of ongoing efforts, Zoning Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the city requests that you take the following corrective actions:

based on the violations identified, the City requests that you take the following corrective actions:

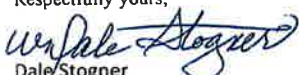
Violation(s):	Corrective Actions Required:
VACANT STRUCTURE, IPMC 301.3	MAKE NECESSARY REPAIRS
EXT MAINTENANCE, IPMC 304.1.1	INCLUDING ROOF AND STRUCTURE REPAIR,
	INSIDE AND OUT, NECESSARY TO RESTORE
	OCCUPANCY AND USE
	FAILURE TO RESTORE COULD NECESSITATE
	REMOVAL OF BUILDING

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

### NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the City of Long Beach Mayor and Board of Aldermen on 01/07/2025 at 5:00 PM, in the City Hall Meeting Room located at 201 Jeff Davis Avenue, on the violations set forth above. AT this hearing, the Mayor and Board of Aldermen will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Long Beach to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 201 Jeff Davis Avenue, Long Beach, MS, at Least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board of Aldermen will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgement Rolls. Please contact our office at (228)863-1554, if you have questions regarding this letter. **You must call (228)-863-1554, when corrective actions have been taken within the fourteen (14) day period. Then, upon inspection, if property is found to meet compliance, no further action will be taken.**

Respectfully yours,

  
Dale Stogner  
Zoning Enforcement Officer

cc: Mayor George Bass  
Alderman; Angie Johnson

Case Number: 000130

# Minutes of January 7, 2025 Mayor and Board of Aldermen

ALERT: CANADA POST ADVISES THAT THE STRIKE BY ITS EMPLOYEES HAS ENDED. HOWEV...

## USPS Tracking®

FAQs >

Tracking Number:

Remove X

### 9171999991703763599698

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

#### Latest Update

Your item was delivered to an individual at the address at 12:13 pm on December 10, 2024 in GULFPORT, MS 39503.

#### Get More Out of USPS Tracking:

**USPS Tracking Plus®**

#### Delivered

Delivered, Left with Individual

GULFPORT, MS 39503

December 10, 2024, 12:13 pm

#### Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER

December 9, 2024, 8:01 pm

Hide Tracking History

Feedback

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

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- The Clerk submitted photographs of 400 E Railroad Street, Long Beach, Mississippi taken by Zoning Enforcement Dale Stogner on January 7, 2025, depicting subject property in its present condition; said photographs are as follows:

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400 E Railroad

117125



400 E Railroad

117125



# Minutes of January 7, 2025 Mayor and Board of Aldermen

## AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

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

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

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

3. That on December 6, 2024, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 400 E Railroad Street (Tax Map Parcel 0612A-05-012.000). Long Beach, Mississippi, assessed to Earl Shaddix, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on January 7, 2025, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for January 7, 2025.

This the 7<sup>th</sup> day of January, 2025.

  
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7<sup>th</sup> day of January, 2025.

  
NOTARY PUBLIC

-My Commission Expires-



The Mayor opened the floor for comments from the property owner or their representative and no one came forward.

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

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**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 7<sup>th</sup> day of January, 2025, the following Resolution:

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

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

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

**WHEREAS**, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 400 E Railroad Street, Long Beach, Mississippi (Map Parcel # 0612A-05-012.000), assessed to Earl Shaddix.

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

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

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

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

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

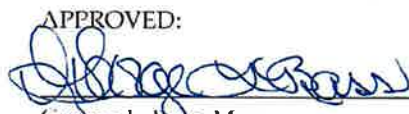
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SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County,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

Alderman Bennett made motion seconded by Alderman McGoey 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 Patrick Bennett	voted	Ayc
Alderman Pete McGoey	voted	Ayc
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Bernie Parker	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 7<sup>th</sup> day of January, 2025.

APPROVED:  
  
George L. Bass, Mayor

ATTEST:  
  
Stacey Dahl, City Clerk

\*\*\*\*\*

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

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 January, 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, Patrick Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

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No Public Comments were made.

\*\*\*\*\*

Mayor Bass proclaimed January 7, 2025 as Edgar "Red" Lee McKay Day.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to suspend the rules and add New Business items #8 Basketball Court Discussion and #9 Library Excess Flood Insurance.

\*\*\*\*\*

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the Regular & Executive Session minutes of the Mayor and Board of Aldermen dated December 17, 2024, as submitted.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve the payment of invoices listed in Docket of Claims number 010725, as submitted.

\*\*\*\*\*

City Attorney Steve Simpson apprised the Mayor and Board that the draft Zoning Ordinance Amendment had been remanded to the Planning & Development Commission for a public hearing, then would be presented to the Board of Aldermen.

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**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Bennett and unanimously carried to ratify the approval and execution of the following Memorandums of Understanding (6) for ARPA/MCWI funded projects that were previously approved by an e-mail vote on December 26, 2024. The complete agreements including Attachment "A" are on file in the City Clerk's Office.

**MEMORANDUM OF UNDERSTANDING**

**Between**

**City of Long Beach Board of Aldermen**

**and**

**Mayor George L. Bass**

This Memorandum of Understanding ("MOU") is entered into by and between City of Long Beach ("Municipality") Board of Aldermen ("Board") and the Mayor of City of Long Beach ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

**WHEREAS**, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between City of Long Beach and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 432-1-CW-5.5 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

**II. Conditions and Scope**

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.



## Minutes of January 7, 2025 Mayor and Board of Aldermen

### III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

### IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

### V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

### VI. Obligation of the Parties


The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

### VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Alderman At Large Donald Frazer

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Mayor George L. Bass

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**City of Long Beach Board of Aldermen**

**and**

**Mayor George L. Bass**

This Memorandum of Understanding ("MOU") is entered into by and between City of Long Beach ("Municipality") Board of Aldermen ("Board") and the Mayor of City of Long Beach ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

**WHEREAS**, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between City of Long Beach and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 428-1-CW-5.5 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

**II. Conditions and Scope**

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

# Minutes of January 7, 2025 Mayor and Board of Aldermen

### III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

### IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

### V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

### VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

### VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Alderman At Large Donald Frazer

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Mayor George L. Bass

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**City of Long Beach Board of Aldermen**

**and**

**Mayor George L. Bass**

This Memorandum of Understanding (“MOU”) is entered into by and between City of Long Beach (“Municipality”) Board of Aldermen (“Board”) and the Mayor of City of Long Beach (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

**WHEREAS**, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between City of Long Beach and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 609-2-CW-5.5 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

**II. Conditions and Scope**

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

# Minutes of January 7, 2025 Mayor and Board of Aldermen

### III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

### IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

### V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

### VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.


### VII. Applicable Law

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Agreed to this the 26<sup>th</sup> day of December, 2024

  
Alderman At Large Donald Frazer

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Mayor George E. Bass

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

**MEMORANDUM OF UNDERSTANDING**

**Between  
City of Long Beach Board of Aldermen  
and  
Mayor George L. Bass**

This Memorandum of Understanding ("MOU") is entered into by and between City of Long Beach ("Municipality") Board of Aldermen ("Board") and the Mayor of City of Long Beach ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

**WHEREAS**, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between City of Long Beach and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 606-2-CW-5.5 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

**II. Conditions and Scope**

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

## Minutes of January 7, 2025 Mayor and Board of Aldermen

### III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

### IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

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The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

### VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.

b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.

c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.

d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.


### VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Alderman At Large Donald Frazer

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Mayor George L. Bass

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

**MEMORANDUM OF UNDERSTANDING**

**Between  
City of Long Beach Board of Aldermen  
and  
Mayor George L. Bass**

This Memorandum of Understanding ("MOU") is entered into by and between City of Long Beach ("Municipality") Board of Aldermen ("Board") and the Mayor of City of Long Beach ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

**WHEREAS**, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between City of Long Beach and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 612-2-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

**II. Conditions and Scope**

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.



## Minutes of January 7, 2025 Mayor and Board of Aldermen

### III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

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The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

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The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

### VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 26<sup>th</sup> day of December, 2024

  
\_\_\_\_\_  
Alderman At Large Donald Frazer

Agreed to this the 26<sup>th</sup> day of December, 2024

  
\_\_\_\_\_  
Mayor George L. Bass

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

**MEMORANDUM OF UNDERSTANDING**

**Between  
City of Long Beach Board of Aldermen  
and  
Mayor George L. Bass**

This Memorandum of Understanding (“MOU”) is entered into by and between City of Long Beach (“Municipality”) Board of Aldermen (“Board”) and the Mayor of City of Long Beach (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

**WHEREAS**, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between City of Long Beach and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 611-2-DW-5.15 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

**II. Conditions and Scope**

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

# Minutes of January 7, 2025 Mayor and Board of Aldermen

### III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

### IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

### V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

### VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.

b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.

c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.

d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

### VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Alderman At Large Donald Frazer

Agreed to this the 26<sup>th</sup> day of December, 2024

  
Mayor George L. Bass

\*\*\*\*\*

There came on for discussion Willow Creek Road – Easement Parking, whereupon Alderman Brown apprised the Board of a situation at a car lot on the corner of Willow Creek Road and Pineville Road where vehicles are being parked in the City right of way. After further discussion, Alderman Brown made motion seconded by Alderman Bennett and unanimously agreed to have vehicles removed from City property and install “No Parking” signs.

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**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

**ORDINANCE NO.674**

An Ordinance by the Mayor and Board of Alderman of the City of Long Beach, Mississippi to amend Ordinance No. 208 (Code 1974, §9-11; Rev Ords.1926); Sec. 24-10 of the Long Beach Code Of Ordinances authorizing the establishment, licensing, permitting, inspection and such other regulations for indoor shooting galleries in the City of Long Beach, Mississippi, and for related purposes.

WHEREAS, the current ordinance does not provide guidance concerning indoor shooting galleries; and

WHEREAS the Governing body does find that such activities as gun training, safety, educational and recreational activities provide, when licensed, inspected and regulated, provide a service and activity to the public, and

WHEREAS, the Governing Body finds that in order to protect and preserve the public safety, it is necessary for the police department, fire department and building department, establish regulations governing facilities, staffing, safety and such other matters as required for the proper and safe operations.

BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi that Section 24-10 of the Long Beach Code of Ordinances is amended as follows:

Sect. 24-10. Discharging firearms.

“It shall be unlawful for any person to discharge any firearm within the city, unless in self-defense or while executing some law. This section shall not apply to duly licensed and permitted indoor shooting galleries.”

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

This ordinance shall take effect and be in force thirty (30) days after its adoption, publication and enrollment thereof as provided by law.

The above and foregoing Amendment to Ordinance No. 208 (Code 1974, §9-11; Rev Ords.1926); Sec. 24-10 of the Long Beach Code Of 1926 Sect. 24-10 was introduced by Alderman Johnson who moved its adoption. Alderman McCaffrey seconded the motion to adopt the Ordinance, and after discussion, the question being put to as roll call vote, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Patrick Bennett	voted	Aye

The question having received the affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried and the said amendment to ordinance 208 (Code 1974, §9-11; Rev Ords.1926); Sec. 24-10 was adopted and approved this the 7<sup>th</sup> day of January, 2025.



Mayor George L. Bass



City Clerk Stacey Dahl

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #674 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 7<sup>th</sup> day of January, 2025, as the same appears of record in Ordinance Book #9, pages \_\_\_\_ inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 8<sup>th</sup> day of January, 2025.

  
Stacey Dahl, City Clérk

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

\*\*\*\*\*

Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to approve the following Lease Agreement with William Alexander and Janet Griffin for property adjacent to the Quarles House, and authorize the Mayor to execute same:

State of Mississippi  
County of Harrison

GROUND LEASE AGREEMENT

This Agreement entered into as of the last of the day of any signatures below by and between William James Alexander and Janet Alexander Griffin herein after sometimes referred to as "lessor" and/or the City of Long Beach, MS, hereinafter sometimes referred to as "Lessee", or the "City".

Whereas, Lessor is the owner in the simple of certain real property in the area of Old Pass Road and N. Jeff Davis Avenue, within the city of Long Beach, MS, and;

Whereas, the city has invested substantial monies in the improvements and restoration of the "Quarles House" owned by the City and for public use and benefit and desires to expand the property and resources at "Quarles House" for use by the public for various community events and occasions, and which facilities may be used and contribute to the benefit of the citizens of Long Beach, MS, and;

Whereas, the city of Long Beach is desirous of leasing certain land from Lessor for said purposes under the terms and conditions enumerated and incorporated in this agreement, and;

Whereas, the City of Long Beach has found by resolution that the property which the City desires to lease will promote and foster the development and improvement of the community for functions, activities and events to be held within the city;

NOW, THEREFORE, with all the foregoing recitals being fully incorporated herein by reference and accepted by the parties hereto as an unconditional part of this lease agreement and for the

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

consideration set forth herein the parties hereto covenant and agree as follows to wit:

**ARTICLE 1  
Demise of Premise**

Demise: Lessor does hereby lease certain land and property lying and being situated in the city of Long Beach, adjacent to the "Quarles House," for the development of plans for its use—community events and occasions, parking and other facilities which support such use — with recognition for donating property and real estate of the participation of the Alexander-Watrous Family, by provision of a naming opportunity. Any such plans will be put in place only after the approval of Lessor.

The property located in the First Judicial District of Harrison County, MS., more particularly described in Exhibit A (Tract 1), and Exhibit B (Tract 2) attached and incorporated herein.

Initial Term: The Initial Term of this Lease shall be for a period of two (2) years commencing on the latter date of execution hereof by any party, and termination two (2) years later on the same date except as otherwise provided herein.

Holdover: Upon the expiration of the Initial Term of the Lease, should the City continue to occupy the subject property, this Lease shall continue in effect from month to month during such period of occupation by the City such period to be known as the "Holdover Term". Either party may give notice of its intention to terminate this Lease during the Holdover Term by giving thirty (30) days written notice to the other party of such intention.

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

During the Initial Term, or any term thereafter, Lessor may terminate this lease as it applies to Tract 2, separate from Tract 1, by providing thirty (30) days written notice to lessee.

Rent: Lessee will pay as rent the sum of one dollar (\$1.00) per year during the Initial Term of this Lease. In the event Lessee elects to extend the Lease as provided herein above, then the rent for each such "Holdover Term" shall be established and agreed by mutual agreement of the parties.

**ARTICLE 2.  
Acceptance**

City acknowledges that it has examined the parcel(s) described in Exhibit A and B attached hereto and finds the same to be in good and safe condition and accepts the location in its "as is" condition.

**ARTICLE 3.  
Purpose**

The subject property is leased to the City on an exclusive basis for the term hereof, for the limited purpose as described herein. The property may not be subleased, and may not be used for any other purpose without the written consent of Lessor.

**ARTICLE 4.  
Improvements**

As additional consideration for this agreement, the City shall prepare at Lessee's expense a plan for appropriate improvements consistent with the intended purpose of the parcel(s). The plan, along with provisions of the naming opportunity, shall be presented to Lessor for comment and approval during the first term of the lease.



**Minutes of January 7, 2025  
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Lessee agrees to maintain the parcel(s), keep grass cut, maintain the drainage ditch, and promptly remove damaged foliage and tree branches. No removal of living trees or alteration of the parcel(s) shall be permitted without prior written consent of the Lessor, which consent shall not be unreasonably withheld.

No permanent alterations, such as paving of the grounds, may be made to the parcel(s) during the terms of the lease.

**ARTICLE 5.  
Indemnification**

Lessee is indemnified and relieved of responsibility for any activity, injury, or damage to person or property on parcel(s) during the terms of the lease.

**ARTICLE 6.  
Severability**

If any provision of this Agreement, or the application thereof, shall be invalid or unenforceable, the remainder of this Agreement and the application of such remaining provisions shall not be affected thereby.

**ARTICLE 7.  
Surrender upon termination**

At the expiration of the term, or upon the earlier termination of this Agreement, the City shall surrender the premises to the Lessor in a condition substantially the same as when this Agreement commenced.

Minutes of January 7, 2025  
Mayor and Board of Aldermen

ARTICLE 8.  
Notices

Any notice required to be given under this Agreement shall be deemed given when deposited in the U.S. Mail, postage prepaid, certified mail to the parties at the address below:

City of Long MS  
c/o Stacey Dahl, City Clerk  
201 Jeff Davis Ave.  
Long Beach, MS  
39560

William J. Alexander  
307 Whisperwood Drive  
Cary, NC 27518

Janet Alexander Griffin  
4203 Gallatin Street  
Hyattsville, MD 20781

Lessor's Signature William J. Alexander Date 08 JAN 2025

Print Name WILLIAM J. ALEXANDER

Lessor's Signature Janet A. Griffin Date Jan 8, 2025

Print Name JANET A. GRIFFIN

Lessee's Signature George L. Bass Date 1-9-25

Print Name George L. Bass

\*\*\*\*\*

## Minutes of January 7, 2025 Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to spread the following fully executed contract with AGJ Systems & Networks for Complete Care Managed Services upon the minutes of this meeting:



### LeapCare Agreement Complete Care Managed Services

#### 1. Terms of Agreement

This Agreement between City of Long Beach, MS, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for three years. This agreement automatically renews beginning on the day immediately following the end of the initial term for an additional three years unless either party gives the other party 30 days written notice of its intent not to renew this agreement,

- a) This Agreement may be terminated by the Client or by AGJ for any reason within the first 60 days.
- b) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
  - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
  - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- c) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

#### 2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding AGJ holidays as listed on Appendix A). Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

##### **Support and Escalation**

AGJ Systems will respond to Client's "Trouble Tickets" within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ's client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client's office/s within a 50-mile radius of AGJ's office is included in this agreement.

##### **Service outside Normal Working Hours**

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding AGJ holidays, shall be subject to provisions of Appendix A.

##### **Limitation of Liability**

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

ALB  
WBR

## Minutes of January 7, 2025 Mayor and Board of Aldermen

**3. Client Equipment Covered**

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client's office.

Item	Included	Qty
Locations	Yes	5
Helpdesk/Reactive Support Team (remote)	Yes	45 users
vCIO, Network Admin, Central Services	Yes	45 users
Quarterly Vulnerability Scans with Reports	Yes	
Offsite Backup (file level) for server	No	
BDR (Backup and DR server)	No	
24 x 7 SOC monitoring	Yes	
Office 365 email Management	Yes	Once migration project is complete
Antivirus and Antimalware Software	Yes	35 users
LeapGuard UTM (Unified Threat Manager)	Yes (if compatible)	Up to 4 UTMs
Managed Wireless access point(s)	No	
Security Awareness Training and Notices (electronic)	Yes	45 users
Remote PC Access	Yes	45 users

**4. Backup Protected Equipment and Retention Policy**  
As stated on your existing BDR Agreement if included.

**5. Additional Services**

**Hardware/Software/System Support**

AGJ shall provide support for currently installed hardware and properly licensed software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and all software be genuine and vendor-supported. Software patching is included for business application software. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. **Installation of new hardware and software is not included in this agreement.** Updates shall be performed at no charge during normal business hours. Upgrades are excluded from this Service Agreement. An update is a patch that is made available after the product has been released, often to solve problems or glitches, while an upgrade is the replacement of an older version of one product to a newer one.

**Monitoring and Reporting Services**

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc.) can be provided at Client's request at no additional charge.

**Virtual CIO and Network Admin**

AGJ Systems will schedule quarterly or annual business reviews (depending upon the client size) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections.

**6. Excluded Services**

Services rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antimalware software is included in this agreement.
- 3) The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).

ALB  
*[Signature]*

## Minutes of January 7, 2025 Mayor and Board of Aldermen

- 6) Office Telephone System support unless specified in section 3 (above).
- 7) Mail security for non-Exchange environments.
- 8) Email Migration Projects
- 9) Camera Systems support unless specified in section 3 (above).

### 7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

### 8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

For all Services provided by AGJ Systems and Networks, AGJ Systems and Networks will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed and Covered Equipment from infiltration. Client understands that, even with these precautions, its network, including any Covered Equipment, is susceptible to infiltration and that AGJ Systems and Networks cannot prevent or be held responsible for such infiltration. In the event of client network infiltration, both parties will work together to assess and minimize damages caused by infiltration and restore all services as quickly as possible. Customer is responsible for securing Cyber Security insurance to mitigate any damages or losses that may result from client network infiltration. AGJ Systems and Networks is not liable for any damages or losses suffered by client due to client network infiltration, and client hereby releases, discharges and holds harmless AGJ Systems and Networks and its employees, agents, officers and directors from and against all claims, liability, losses or damages, and expenses, including attorney's fees, relating to any client network infiltration.

### 9. Fees and Payment Schedule

Fees will be \$4500 per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month. The first month will include an additional one-time setup fee of \$2000

All invoices are "Net 45" (due 45 days after the invoice date). If an invoice becomes 30 days past due, you will be notified, and your account will be put on "credit hold."

**It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.**

GLB  
JSP

# Minutes of January 7, 2025 Mayor and Board of Aldermen

**10. Acceptance of Service Agreement**

This Service Agreement covers only those services and equipment listed in section 3 (above).  
IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

*Nicole R. Johns*

12/18/2024

Nicole Johns

AGJ Systems

Date

*[Signature]*

City of Long Beach, MS

1-2-25

Authorized Representative

Client

Date

Effective Date

*GLB*  
*[Signature]*

# Minutes of January 7, 2025 Mayor and Board of Aldermen

## Appendix A

### Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Server and PC Proactive Tasks	INCLUDED
Remote PC Management/Help Desk After Hours, Weekends and Holidays	INCLUDED
Remote Printer Management After Hours, Weekends and Holidays	INCLUDED
Remote Network Management After Hours, Weekends and Holidays	INCLUDED
Remote Server Management After Hours, Weekends and Holidays	INCLUDED
Onsite Labor After Hours, Weekends and Holidays	INCLUDED
Server Installations and Projects	\$135/hour
Software Deployment Projects	\$135/hour
New PC Pre-Config * AGJ Purchase	INCLUDED
New PC Pre-Config * Other Vendor Purchase	\$125/hour
New PC On Site Deployment	INCLUDED
Project Manager	\$125/hour
Travel Outside 50-miles (half rate)	\$57.50/hour

\*PCs purchased by the client through AGJ will be Pre-configured (benched, 3 hours) at no charge. PCs purchased by the client through other vendors will be Pre-configured at the hourly rate referenced above.

We require Client to send specifications of any technology equipment to AGJ for review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase through another vendor.

AGJ Holiday Schedule: New Year's Day, Mardi Gras, Easter, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Client Initials *ALB*  
*WJTB*

\*\*\*\*\*

Minutes of January 7, 2025  
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve the following Fee Waiver Request of the Recreation Center from Donnie Levens American Legion Post 1995:



Donnie Levens American Legion Post 1995  
Post Office Box 550  
Long Beach, Mississippi 39560-0550

2 January 2025

To Mayor Bass and the City of Long Beach Board of Alderman,

The Donnie Levens American Legion Post 1995 respectfully requests a waiver of fees to utilize the Activity room at the Senior Center of Long Beach on Daugherty Road to conduct a Blood Drive in collaboration with the American Red Cross. The date will be 27 February 2025 from 11:30 a.m. through 6:00 p.m.

Respectfully,

Wendy J. Griffioen  
Finance Officer  
Donnie Levens American Legion Post 1995  
PO Box 550  
Long Beach, MS 39560  
228-424-6910

\*\*\*\*\*

Alderman Bennett recused himself from the meeting.

\*\*\*\*\*



**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

There came on for discussion the process of advertising for Long Beach School Board Trustee applicants. City Attorney Simpson apprised the Board that the City had followed all requirements as set forth in Ordinance 371. After further discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to establish a committee to include Alderman Frazer, Alderman Johnson, Alderman McCaffrey, City Clerk Stacey Dahl and Comptroller/Deputy City Clerk Kini Gonsoulin to review and recommend ordinance amendments to include advertisement through social media outlets

\* \*

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to schedule interviews of Long Beach School Board Trustee applicants for January 28, 2025 beginning at 5:00 pm in the Long Beach City Hall Meeting Room.

\*\*\*\*\*

Alderman Bennett returned to the meeting at this time.

\*\*\*\*\*

There came on for discussion Basketball Courts, whereupon Alderman McCaffrey discussed the need for lighted public basketball courts in the City. It was the consensus of the board to table this issue until the next meeting.

\*\*\*\*\*

There came on for discussion renewal of excess flood coverage for the library, whereupon Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to not renew the aforementioned insurance coverage.

\*\*\*\*\*

There came on for discussion, a sewer pipe issue at Rita Lane and Joyce Avenue, whereupon Mayor Bass apprised the Board that the sewer pipe had been damaged during the course of a drainage project. After further discussion, Alderman McGoey made motion seconded by Alderman Bennett and unanimously carried to authorize the Mayor, Public Works Director Joe Culpepper and City Engineer David Ball to investigate this issue and recommend a resolution.

\*\*\*\*\*

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to authorize the following advertisement for annual newspaper publication:

NOTICE TO QUALIFIED NEWSPAPERS

IN ACCORDANCE with § 21-39-3 and § 13-3-31 of the Mississippi Code 1972, Annotated, as amended, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, hereby give notice that competitive bids will be received from all newspapers of general circulation qualifying under the requirements as set forth in MCA § 13-3-31 of the Mississippi Code 1972, Annotated, as amended, until 9:00 o'clock a.m., Friday, January 31, 2025, for the privilege of publishing proceedings, ordinances, resolutions, and other notices required by law or otherwise desired for a period of one (1) year. The bids or proposals shall provide such information as shall be required to show that such newspaper maintains a general circulation and is otherwise qualified under MCA Section 13-3-31, as amended. Sealed bids should be mailed to the Office of the City Clerk, P.O. Box 929, Long Beach, Mississippi, 39560, or hand delivered to City Hall, 201 Jeff Davis Avenue, Long Beach, MS, prior to the deadline for bid opening. Bids will be opened by the City Clerk or Deputy City Clerk at City Hall on the same day at 10:00 a.m. The Mayor and Board of Aldermen will select one or more newspapers in the best interest of the City considering all factors the City deems relevant, in addition to rates for advertisement and the bidder's skill and business judgment, its experience and facilities for carrying out the contract, its previous conduct under other contracts and the quality of previous work with the City, as well as its pecuniary ability, honesty, and integrity. The City also reserves the right to waive informalities and to reject any and all bids.

**Stacey Dahl, City Clerk**

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Budget Amendments FY 25 for the Police Dept. and Public Works:

**City of Long Beach**  
Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>1/2/2025</u>
Department #	<u>213</u>	Budget Entry #	<u></u>
Department Name	<u>Police Department</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Travel 213-626900	10,000	-	680	10,680
Per Diem Reimbursement			(680)	(680)

Amendment to budget returned per diem funds back into the Travel line item

Amendment #2

Minutes of January 7, 2025  
Mayor and Board of Aldermen



December 16, 2024

To: Mayor Bass  
Board of Alderman

From: Chief Seal

Re: Budget Amendment

I am respectfully requesting to amend the police department budget by placing the \$680.00 per diem returned by Chief Billy Seal and Assistant Chief Carver back into the Travel (213-626900) line item. These funds represented per diem for the MS Associate of Chief's of Police Winter Conference that both were unable to attend.

The per diems were issued on PO 250161 in the amount of \$340.00 and PO 250164 in the amount of \$340. The funds were returned on personal check #2083 in the amount of \$680.00 (copy attached).

Thank you for your consideration.



William Seal  
Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557

Minutes of January 7, 2025  
Mayor and Board of Aldermen

City of Long Beach  
Budget Amendment Request

Fund Name General Fund Date 1/2/2025  
Department # 311 Budget Entry # \_\_\_\_\_  
Department Name Streets & Drainage

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies	65,000	-	69	65,069
Scrap Sales			(69)	(69)

Amendment to budget income from scrap sales

Amendment #3



TO: KINI GONSOLIN  
FROM: MIKE GLASS, PROJECT MANAGER – PUBLIC WORKS  
RE: SCRAP SALES  
DATE: NOVEMBER 19, 2024

Kini,

Attached is a check from Southern Recycling for scrap metal sales – total amount: \$68.85

Please present on the next Board of Aldermen's meeting agenda and apply this amount to Street Operating – 311-610700.

Thank you.

\*\*\*\*\*

**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Change Order with Bottom 2 Top Construction 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

January 3, 2025

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

**RE: Proposed Change Order 1  
Edmund Dr. Water Main Improvements**

Ladies and Gentlemen:

We have attached a proposed change order for a number of modifications to the scope of work of the referenced project. Namely, this change order makes the following modifications:

1. The replacement of a culvert crossing Edmund Dr. near Railroad St. This culvert was found to be crushed and replacement was required, along with modifications to an existing drainage box nearby.
2. The construction of a conflict box on the above culvert crossing was required in order to complete the water main connection to the water main on Railroad St. The exact location of the main was not known during design, and was found in the field to be too close to the existing drainage.
3. The replacement of drainage culverts crossing Edmund Dr. which were so shallow (near the pavement surface) that the required curb replacement was not constructable. This culvert will be replaced with an equivalent size arch pipe, which allows for proper construction.
4. Several minor adjustments of contract quantities based on our current projection of work required.
5. An adjustment of contract time due to the additional work detailed herein and other delays.

The costs associated with this change was previously approved via an informal vote of the Board and is now presented for official ratification. We recommend final approval now. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

DB:1288  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1288 Edmund Dr\90 CONSTRUCTION\H-CO'S\20250103 1288 Recommend CO1.docx

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# Minutes of January 7, 2025 Mayor and Board of Aldermen

Change Order  
No. 1

Date of Issuance:	<u>1/2/2025</u>	Effective Date:	<u>1/7/2025</u>
Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:	
Contract:	<u>Edmund Dr. Subdivision Water System Improvements</u>	Date of Contract:	<u>5/7/2024</u>
Contractor:	<u>Bottom 2 Top Construction, LLC</u>	Engineer's Project No.:	<u>1288</u>

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

Description:

1. Add pay items to replace crushed storm sewer pipe under Edmund Drive at Sta. ~15+60, and to add a concrete flume for proper drainage flow into the existing curb inlet at that location.
2. Add pay item for the replacement of existing drainage culverts with minimal cover near Sta. ~8+90. Replacing this pipe will allow for a more proper final installation.
3. Adjust contract quantities to include a conflict box near Railroad St. due to insufficient space for construction of the required water main hot-tap at that location.
4. Adjust contract quantities to reflect the current estimate of work to complete the contract scope.
5. Adjust Contract time for additional work items necessitated by these change order items and for delays encountered by Contractor.

Attachments: (List documents supporting change):

1. Contractor's updated schedule.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \_\_\_\_\_

(Increase) In Contract Price from previous Change Orders No. n/a to No. n/a

\$520,429.46

Contract Price prior to this Change Order: \$520,429.46

(Increase) in Contract Price due to this Change Order: \$3,814.30

Revised Contract Price incorporating this Change Order: \$524,243.76

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. n/a to No. n/a

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order: 12/4/2024

Substantial completion (days or date): 12/4/2024

Ready for final payment (days or date): \_\_\_\_\_

(Increase) in Contract Time due to this Change Order: 45

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times incorporating this Change Order: 1/18/2025

Substantial completion (days or date): 1/18/2025

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
(ENGINEER)

ACCEPTED:  
(CONTRACTOR)

ACCEPTED:  
(OWNER)

By: \_\_\_\_\_

By: \_\_\_\_\_

By: 

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 1/7/25

# Minutes of January 7, 2025 Mayor and Board of Aldermen

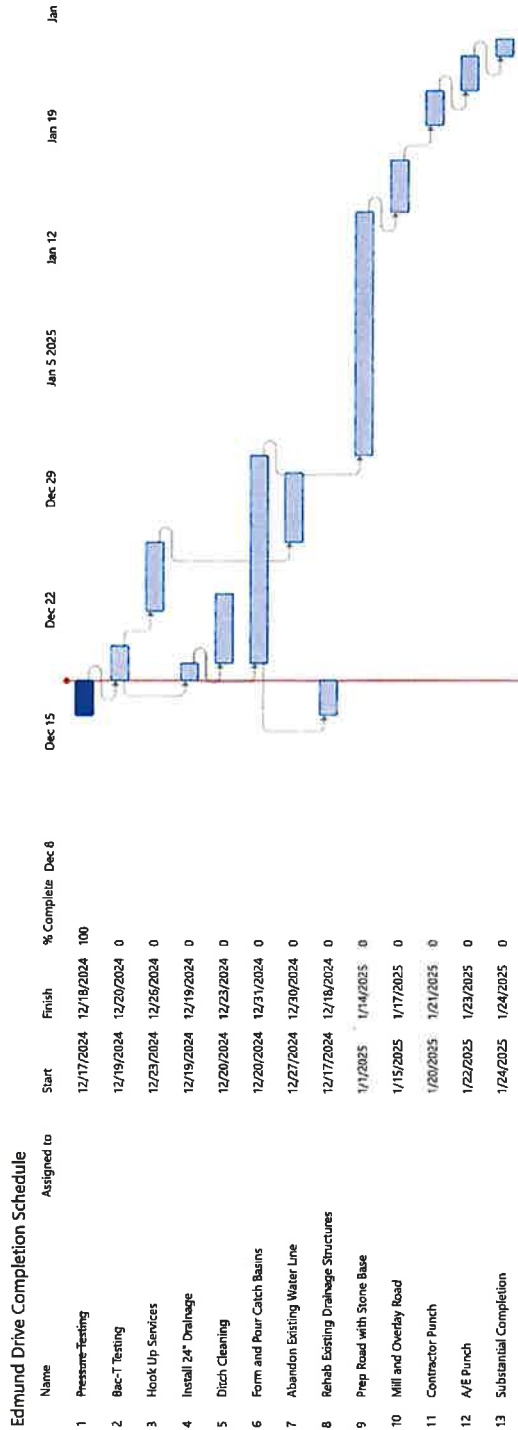
PROJECT NO. 1288

ATTACHMENT TO CHANGE ORDER NUMBER 1

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>							
100-A	MOBILIZATION	1	L.S.	\$13,345.00		\$0.00	1	\$13,345.00
100-A	8" WATER MAIN	1890	L.F.	\$41.38		\$0.00	1,890	\$78,170.40
100-B	8" DUCTILE IRON WATER MAIN	210	L.F.	\$61.06	7	\$427.42	217	\$13,250.02
100-C	DUCTILE IRON FITTINGS	2	TON	\$11,504.44	(0.7075)	-\$8,139.39	1.2925	\$14,869.49
100-D	LOCATE AND ABANDON EXISTING WATER MAIN IN PLACE	1880	L.F.	\$6.69		\$0.00	1,880	\$12,466.20
110-A	8" GATE VALVE AND VALVE BOX	3	EA	\$2,452.03		\$0.00	3	\$7,356.09
110-A	FIRE HYDRANT ASSEMBLY	4	EA	\$6,066.93		\$0.00	4	\$24,267.72
110-A	8" X 8" TAPPING SLEEVE WITH VALVE AND VALVE BOX	3	EA	\$5,418.92		\$0.00	3	\$16,256.76
110-A	REMOVE EXISTING VALVE	1	EA	\$284.63		\$0.00	1	\$284.63
110-A	REMOVE EXISTING FIRE HYDRANT	1	EA	\$284.63		\$0.00	1	\$284.63
110-A	REMOVE EXISTING WATER MAIN	3	EA	\$278.75		\$0.00	3	\$839.25
110-D	LOCATE & DISCONNECT EXISTING WATER MAIN	30	EA	\$897.58		\$0.00	30	\$26,927.40
140-B	1"-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 2)	3	EA	\$1,645.42		\$0.00	3	\$4,936.26
140-D	1"-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 4)	4	EA	\$1,701.17		\$0.00	4	\$6,804.68
310-A	24" HPPV CULVERT	40	L.F.	\$66.25		\$0.00	40	\$2,650.00
310-C	REWORK DITCH	160	L.F.	\$16.73		\$0.00	160	\$2,676.80
320-A	REPLACE CATCH BASIN, SS-2 TYPE	2	EA	\$1,783.38	4	\$11,133.52	6	\$16,700.28
320-B	CATCH BASIN INTERIOR REHABILITATION	7	EA	\$868.00	(3)	-\$2,604.00	4	\$3,472.00
320-C	REPLACE CATCH BASIN TOP, WITH GRATE	1	EA	\$1,258.25		\$0.00	1	\$1,258.25
320-D	REPLACE CATCH BASIN TOP, SS-2 TYPE	5	EA	\$1,258.25	(3)	-\$3,774.75	2	\$2,516.50
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.	\$5,892.60		\$0.00	70	\$5,892.60
500-B	SELECT SANDY BACKFILL (PM)	190	C.Y.	\$2,965.90		\$0.00	190	\$5,635.20
500-C	GEOTEXTILE FABRIC	470	S.Y.	\$1,452.30		\$0.00	470	\$6,836.10
510-A	8" LIMESTONE ROAD BASE	1500	S.Y.	\$20.45		\$0.00	1,500	\$30,675.00
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (57-12.5 MM MIX)	590	TON	\$189.33		\$0.00	590	\$110,708.70
510-C	HOT BITUMINOUS PAVEMENT BASE COURSE (57-19.0 MM MIX)	250	TON	\$220.32		\$0.00	250	\$55,080.00
510-D	MILLING EXISTING ASPHALT PAVEMENT	5900	S.Y.	\$7.09		\$0.00	5,900	\$41,418.00
510-E	CONCRETE CURB & GUTTER RESTORATION	390	L.F.	\$27.50		\$0.00	390	\$10,725.00
510-F	MISCELLANEOUS RESTORATION	1	L.S.	\$5,017.50		\$0.00	1	\$5,017.50
510-G	VEGETATIVE COVER	370	S.Y.	\$7.65		\$0.00	370	\$2,830.50
510-H	SOLID SOD	100	S.Y.	\$8.76		\$0.00	100	\$876.00
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
CD1-11	15" HPPV PIPE	0	L.S.	\$2,450.00	1	\$2,450.00	1	\$2,450.00
CD1-12	CONCRETE FLUME	0	EA	\$1,500.00	1	\$1,500.00	1	\$1,500.00
CD1-2	18"x11" CONCRETE ARCH PIPE CULVERT	0	L.F.	\$36.43	50	\$2,821.50	50	\$2,821.50
<b>TOTAL CHANGE ORDER AMOUNTS</b>				<b>\$520,429.46</b>		<b>\$3,314.30</b>		<b>\$524,243.76</b>

BIDDING NO. C-041 (2025 Edition)  
 Prepared by the Council on Contract Documents Committee and endorsed by the  
 Associated General Contractors of America and the Construction Specifications Institute.

## Minutes of January 7, 2025 Mayor and Board of Aldermen



Page 1 of 1

Exported from Microsoft Project on 12/19/2024

\* \* \* \* \*

Community Affairs Director Courtney Cuevas announced the Small Business Kickoff Meeting to be held at City Hall on Monday, January 13, 2025 at 5:30 pm.

\* \* \* \* \*

At the request of Mayor Bass, Alderman Bennett made motion seconded by Alderman Parker and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To seek the legal advice and counsel of the City Attorney in regards to personnel and potential litigation.



**Minutes of January 7, 2025  
Mayor and Board of Aldermen**

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

\* \* \*

The Meeting resumed in Open Session, whereupon no action was taken.

\*\*\*\*\*

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