MUNICIPAL DOCKET REGULAR MEETING OF DECEMBER 17, 2024 THE MAYOR AND BOARD OF ALDERMEN THE CITY OF LONG BEACH, MISSISSIPPI

5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

I.	CALL TO ORDER
II.	INVOCATION AND PLEDGE OF ALLEGIANCE
III.	ROLL CALL AND ESTABLISH QUORUM
IV.	PUBLIC HEARINGS
V.	PUBLIC COMMENTS
vI.	ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
	1. Recognition – Shelda Jones
VII.	AMENDMENTS TO THE MUNICIPAL DOCKET
VIII.	APPROVE MINUTES:
	1. MAYOR AND BOARD OF ALDERMEN
	a. December 3, 2024 Regular
	b. December 10, 2024 Work Session
	2. PLANNING & DEVELOPMENT COMMISSION
	a. December 12, 2024
IX.	APPROVE DOCKET OF CLAIMS NUMBER(S):
	1. 121724
X.	UNFINISHED BUSINESS
	1. Zoning Ordinance Amendment
XI.	NEW BUSINESS
	1. Amendment - Andercorp LLC; Long Beach Improvements
	2. Activation Packets - MDOT; Klondyke & Cleveland; Widening Cleveland;
	Klondyke & Pineville; Klondyke & W Railroad; Jeff Davis & W Railroad
	3. Contract – Artisan Pyrotechnics Inc.; 4th of July Fireworks Show
	4. Cybersecurity Grant Program Interest Survey Form
	5. Proposal – AGJ Systems & Networks; IT Support & Consulting Services
	6. Appoint Election Commissioner
XII.	DEPARTMENTAL BUSINESS
	1. MAYOR'S OFFICE
	2. PERSONNEL
	a. Police Dept - New Hire (1); Transfer (1)
	b. Recreation – New Hire (2); Rescind New Hire (1)
	c. Library – Step Increase (1)
	3. CITY CLERK
	a. Revenue/Expense Report November 2024
	b. Agreement – ES&S 2025 Municipal Election Support
	c. Resolution – Agreement with Municipal Party Executive Committees
	4. FIRE DEPARTMENT
	5. POLICE DEPARTMENT
	6. ENGINEERING
	a. Magnolia Run – Offsite Drainage Improvements
	b. Castine Pointe Subdivision – ADA Compliance
	c. Amendment - Overstreet & Assoc.; Pier Repairs Phase I
	d. Contract - Overstreet & Assoc.; Tennis & Pickleball Facility
	7. PUBLIC WORKS
	8. RECREATION
	9. BUILDING OFFICE
	10. MUNICIPAL COURT
	11. HARBOR
	12. COMMUNITY AFFAIRS
	13. DERELICT PROPERTIES
XIII.	REPORT FROM CITY ATTORNEY
W = 1/	CONTRACTOR AND

XIV.

ADJOURN (OR) RECESS

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in December, 2024, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, 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.

Under Public Comments, Buddy Ray of 96 Jeff Davis Avenue, Long Beach, MS, spoke regarding New Business item 2. Activation Packets – MDOT.

Mayor Bass recognized Ms. Shelda Jones for her dedicated service and commitment for the betterment of the City.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to suspend the rules and add an invoice submitted by Jesse Allen for \$2,500.00 to Docket of Claims number 121724.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the Mayor and Board of Alderman Regular minutes dated December 3, 2024 and Work Session minutes dated December 10, 2024, as submitted.

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the Planning and Development Commission Regular minutes dated December 12, 2024, as submitted.

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices on Docket of Claims number 121724 inclusive of invoice from Jesse Allen for \$2,500.00

Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to table Zoning Ordinance Amendment until the next meeting on Tuesday, January 7, 2025.

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following Amendment #2 with Andercorp LLC for Long Beach Improvements:

AMENDMENT NUMBER 2 TO AGREEMENT BETWEEN CITY OF LONG BEACH AND ANDERCORP, LLC LONG BEACH IMPROVEMENTS

It is agreed to undertake the following work in accordance with the provisions contained in the AIA C132-2019 Agreement dated September 1, 2023:

Description:

 Per Section 11 of the Contract between AnderCorp, LLC (Construction Manager) and the City of Long Beach (Owner), compensation for construction phase services is based on a "per project" basis with prior authorization from the Owner.

Compensation

- AnderCorp is authorized to proceed with Construction Manager's Additional Services as stipulated in the original Agreement, Per Section 4.2, for General/Miscellaneous City-Wide Construction Project(s) support for Calendar Year 2025, with a Not to Exceed amount of \$25,000.00.
- Southeastern Bulkhead repairs. Construction value of \$2,992,676.00. AnderCorp's compensation
 will be adjusted to a not to exceed 2.5% (\$74,816.90) General Conditions/reimbursable costs on the
 Cost of Construction plus 2.5% fee (\$74,816.90) of the Cost of the Work in lieu of the fee structure
 proposed in the September 1st AIA C132-2019 Agreement.
- Eastern Bulkhead repairs. Construction value of \$4,907,248.00. AnderCorp's compensation will be
 adjusted to a not to exceed 2.5% (\$122,681.20) General Conditions/reimbursable costs on the Cost
 of Construction plus 2.5% (\$122,681.20) fee of the Cost of the Work in lieu of the fee structure
 proposed in the September 1st AIA C132-2019 Agreement.
- 4. AnderCorp Is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Gateway Phase II Project.
- AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Southern Quay Project.
- AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Inner Bulkhead Project.

Description:

- Per Section 11.5 of the Contract between AnderCorp, LLC (Construction Manager) and the City of Long Beach (Owner), The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
 - a. See Attached Revised Exhibit A Billable Rate Schedule



Long Beach CMa - Billable Rate Schedule	
Revised "Exhibit A"	
Effective 1/1/2025	
Position	Rate
Vice President	\$204.70
Director of Government Affairs and Business Strategy	\$194.79
Project Executive	\$142.33
General Superintendent	\$158.10
Senior Superintendent	\$120.12
Superintendent	\$106.69
Area Superintendent	\$93.26
Senior Project Manager	\$118.70
Project Manager	\$93.08
Assistant Project Manager	\$86.17
Safety Director	\$119.55
Safety Manager	\$78.50
Quality Control Manager	\$83.87
Project Engineer	\$57.12
Project Accountant	\$55.58
Senior Preconstruction Manager	\$128.52
Preconstruction Manager	\$114.79
Preconstruction Engineer	\$72.46

Page 2 of 2

AnderCorp Amendment # 2 - Long Beach CMa

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following activation packets for Klondyke & Cleveland Intersection, Widening Cleveland Avenue, Klondyke & Pineville Intersection, Klondyke & W Railroad Intersection and Jeff Davis & W Railroad Intersection, and authorize the Mayor to execute same:

City of Long Beach



December 17, 2024

Chuck Starita, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference - Klondyke Road & Cleveland Avenue Activation Request

Dear Mr. Starita,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will include: replacing the abnormal alignment at Klondyke Road / Cleveland Avenue intersection with a roundabout intersection.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk, Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com. I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

Thank you for your attention in this matter.

Sincerely

George L. Bass

Mayor

Enclosures

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



					Agency	Long Beach				
Improvement Type	Intersection	tion				Route	Klondy	Klondyke Road		
Project Termini	Clevelan	Cleveland Avenue								
Project Number										
Project Description	The proj roundab	The project proposes rep roundabout intersection.	eplacing the exis	ting abnormal ali	gnment at K	The project proposes replacing the existing abnormal alignment at Klondyke Road / Cleveland Avenue intersection with a roundabout intersection.	eveland A	wenue inters	section wi	th a
	NOARE ED	TETT				Pr	Project Notes	otes		
*	O 19				Action	New Project	Date	8/8/2024	Type	Amend
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				3	Action		Date		Type	
			1		Remarks		100			
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		n cir			Remarks					
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		MO AV	1		Remarks					
				A 200	Action		Date		Туре	
					Remarks					
					Action		Date		Type	
FY Source	Phase	Federal	Local/Match	Total	Remarks					
2027	PE	\$0	\$216,314	\$216,314	Action		Date		Туре	
2028 TMA-STBG	CON	\$1,443,715	\$ 360,929	\$ 1,804,644	Remarks					
2028 TMA-CRP	CON	\$286,797	\$ 71,699	\$ 358,496	Action		Date		Type	
					Remarks					
					Action		Date		Туре	
					Remarks					
					*These pro	*These projects are eligible for Special Match Gredit if the LPA	for Specia	Match Crec	Jit if the L	PA
Total Pre	Total Project Cost	\$1,730,512	\$648,942	\$2,379,454	chooses to utilize	utilize				





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City of Long Beach



December 17, 2024

Chuck Starita, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference – Widening Cleveland Avenue Activation Request

Dear Mr. Starita,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will include: constructing a continuous left center turn lane to mitigate traffic stacking along the roadway.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk, Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com. I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

Thank you for your attention in this matter,

Sincerely,

George L. Bass

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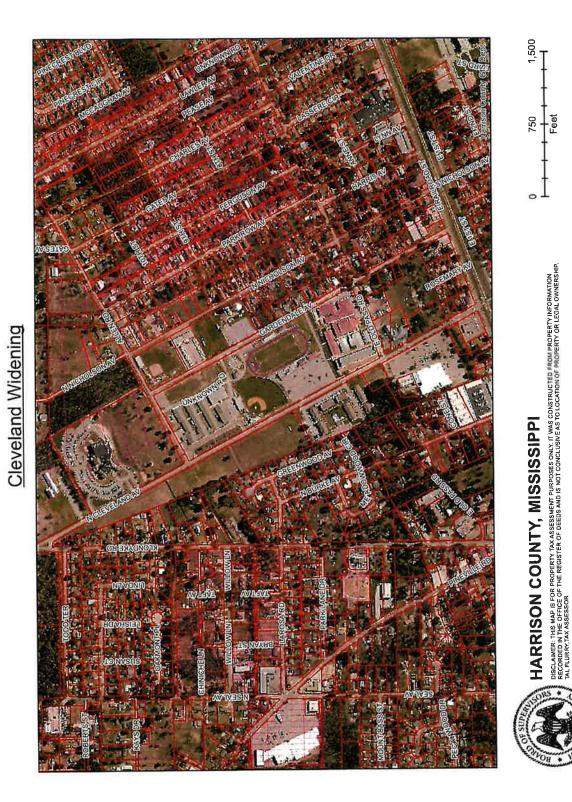
Enclosures

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Mississippi Gulf Coast Metropolitan Planning Organization FY2025-2028 Transportation Improvement Program (TIP)

County	Harrison County	ounty			Agency	Long Beach	
Improvement Type	e Widening					Route Cleveland Ave	Ave
Project Termini	Klondyke F	Klondyke Rd to West Railroad Street	oad Street				
Project Number							
Project Description		ous left center tu	ırn lane is pro	posed to mitiga	ste traffic sta	A continuous left center turn lane is proposed to mitigate traffic stacking along the roadway,	
3	1			200		Project Notes	S
					Action	Add project Date 11	Date 11/25/2024 Type Amend
0.00		1			Remarks	Funding moved from Klondyke @ RR intersection	@ RR intersection
	CLE	ンイ		س	Action	Date	Type
			1		Remarks		
		2 100	سو د ار		Action	Date	Туре
		V			Remarks		
The state of the s					Action	Date	Туре
					Remarks		
1 1 1	17. 17. 1		a.		Action	Date	Type
					Remarks		
	TAY.		.* - -		Action	Date	Type
FY Source	ce Phase	Federal	Local/Match	Total	Remarks		
2027	PE	\$0	\$300,000	\$300,000	Action	Date	Type
2027	ROW	\$0	\$50,000	\$50,000	Remarks		
2028 TMA-STBG	TBG CON	\$2,110,663	\$527,665	\$2,638,328	Action	Date	Туре
					Remarks		
					*These pro	*These projects are eligible for Special Match Credit if the LPA chooses	h Credit if the LPA choos
T	Total Project Cost	\$2,110,663	\$877,665	\$2,988,328 to utilize	to utilize		



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Relias - IVIS Uept. of Iransportation

8122123, 4:24 FW



City of Long Beach



December 17, 2024

Chuck Starita, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference - Klondyke Road / Pineville Road Intersection Improvements Activation Request

Dear Mr. Starita,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will include: addition of signalization at Klondyke and Pineville Roads.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk, Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com. I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

Thank you for your attention in this matter.

Sincerely,

George L. Bass

Mayor

Enclosures

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Mississippi Gulf Coast Metropolitan Planning Organization FY2025-2028 Transportation Improvement Program (TIP)

County	Harrison County	ounty			Agency	Long Beach				
Improvement Type	Intersection	u				Route	Klondy	Klondyke Road		
Project Termini	Pineville Road	bad								
Project Number										
Project Description The addition of signalization at Klondyke and Pineville Roads.	The addition	ın of signalizatio	n at Klondyke	and Pineville R	oads.					
	Par and	KĽÓND				Proj	Project Notes	tes		
	e value	YKE R		9.00	Action	Add to TIP	Date	8/4/2022	Туре	Type Amend
	AV				Remarks	\$542,800				
			N.		Action	Project description		Date 11/8/2022 Type Mod	Type	Mod
\					Remarks	Províded an improved project description	ed projec	t description		
\ \ \					Action	Break out project	Date	Date 8/8/2024	Type	Amend
				3	Remarks	3 downtown interections into seprate projects	tions into	o seprate pro	jects	
			1		Action	Increase cost	Date	8/8/2024	Туре	Type Amend
	1			1	Remarks	\$983,595				
	100			1	Action		Date		Туре	
	1	1			Remarks					
					Action		Date		Type	
FY Source	Phase	Federal	Local/Match	Total	Remarks					
2026	PE	\$0	\$122,949	\$122,949	Action		Date		Type	
2026	ROW	\$0	\$50,000	\$50,000	Remarks					
2027 TMA-STBG	CON	\$983,595	\$245,899	\$1,229,494	Action		Date		Type	
					Remarks					
					*These pro	*These projects are eligible for Special Match Credit if the LPA chooses	pecial Ma	atch Credit if	the LPA	choose
Total	Total Project Cost	\$983,595	\$418.848	\$1,402,443	_					









M.B. 108 12.17.24 Reg relias - Mis Uept. or Iransportation



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City of Long Beach



December 17, 2024

Chuck Starita, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference – Klondyke Road / W Railroad Street Intersection Improvements Activation Request

Dear Mr. Starita,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will include: construction of a roundabout at Klondyke Road and W Railroad Street.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk, Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com. I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

Thank you for your attention in this matter.

Sincerely

George L. Bass

Mayor

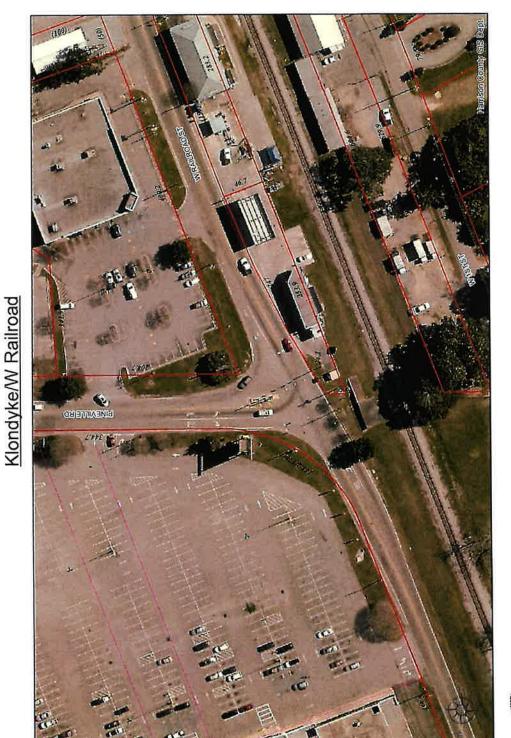
Enclosures

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Mississippi Gulf Coast Metropolitan Planning Organization FY2025-2028 Transportation Improvement Program (TIP)

County	Harrison County	ounty			Agency	Long Beach				
Improvement Type	Intersection	c				Route	Klondy	Klondyke Road		
Project Termini	West Railroad Street	ad Street								
Project Number										
Project Description	The constru	The construction of a roundabout at Klondyke Road and W, Railroad Street.	dabout at Klo	ndyke Road an	d W. Railroa	d Street.				
						Pro	Project Notes	tes		
\- \-	, i		a a	10	Action	Add to TIP	Date	8/4/2022	Type	Type Amend
	-			\setminus	Remarks	\$542,800				
	3			1	Action	Project description	Date	Date 11/8/2022 Type Mod	Type	Mod
	- 111		99		Remarks	Provided an improved project description	ed projec	t description		
					Action	Break out project	Date	Date 8/8/2024		Type Amend
					Remarks	3 downtown interections into seprate projects	tions into	seprate pro	jects	
	ROMOSI	1	1	X	Action	Increase cost	Date	Date 8/8/2024	Type	Type Amend
	1			-	Remarks	\$2,203,732				
		4			Action		Date		Type	
•		源	/		Remarks					
		V.		N. A. S.	Action		Date		Type	
FY Source	Phase	Federal	Local/Match	Total	Remarks					
2027	PE	\$0	\$275,466	\$275,466	Action		Date		Type	
2027	ROW	\$0	\$50,000	\$50,000	Remarks					
2028 TMA-STBG	CON	\$2,203,732	\$550,933	\$2,754,665	Action		Date		Type	
					Remarks					
					*These pro	These projects are eligible for Special Match Credit if the LPA chooses	pecial Ma	atch Credit if	the LPA	chooses
Total	Total Project Cost	\$2,203,732	\$876.399	\$3.080.131	to utilize					









M.B. 108 12.17.24 Reg THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION hereby recognizes

City of Long Beach Kini Gonsoulin

for completing <u>7</u> Professional Development Hours during MDOT LPA PROJECT DEVELOPMENT

TRAINING

Certificate is valid for two years from

the date of completion shown

City of Long Beach



December 17, 2024

Chuck Starita, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference – Jeff Davis Avenue / W Railroad Street Intersection Improvements Activation Request

Dear Mr. Starita,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will include: construction of additional turn lanes, striping and miscellaneous intersection improvements at Jeff Davis Avenue and W Railroad Street.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk, Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com. I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

Thank you for your attention in this matter,

Sincerely

George L. Bass

Mayor

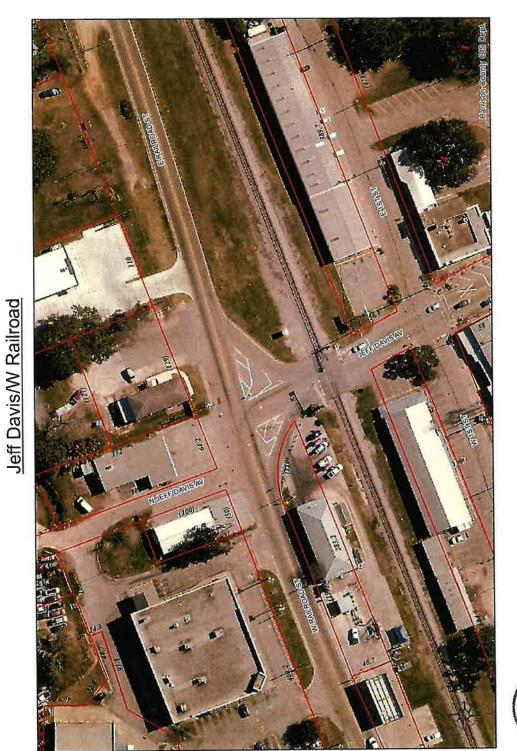
Enclosures

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Mississippi Gulf Coast Metropolitan Planning Organization FY2025-2028 Transportation Improvement Program (TIP)

County		unty			Agency	Long Beach				
Improvement Type	Intersection					Route	Jeff Da	Jeff Davis Avenue		
Project Termini	West Railroad Street	ad Street								
Project Number										
Project Description	Additional t	urn lanes, strip	ing, and misce	llaneous inter	section impr	Additional turn lanes, striping, and miscellaneous intersection improvements at W. Railroad St. and Jeff Davis Ave.	ad St. an	d Jeff Davis A	ive.	
						Proj	Project Notes	tes		
しき		Estallis	15,040		Action	Add to TIP	Date	8/4/2022	Type	Type Amend
-				1	Remarks	\$542,800				
			V	To the last	Action	Project description		Date 11/8/2022 Type Mod	Type	Mod
			=	シ	Remarks	Provided an improved project description	ed projec	t description		
	27		1		Action	Break out project	Date	Date 8/8/2024	Type	Type Amend
	9	でてたる			Remarks	3 downtown interections into seprate projects	tions into	o seprate pro	jects	
					Action	Increase cost	Date	Date 8/8/2024	Type	Type Amend
	1	0			Remarks	Add \$104,504				
					Action		Date		Type	
\			Ì		Remarks					
	800.00			F 5	Action		Date		Type	
FY Source	e Phase	Federal	Local/Match	Total	Remarks					
2026	PE	\$0	\$80,913	\$80,913	Action		Date		Type	
2026	ROW	\$0	\$50,000	\$50,000	Remarks					
2027 TMA-STBG	BG CON	\$647,304	\$161,826	\$809,130	Action		Date		Type	
					Remarks					
					*These pro	*These projects are eligible for Special Match Credit if the LPA chooses	pecial Ma	atch Credit if	the LPA	choose
T T	Total Brainet Cast	\$647 304	6262 726	COAO 043	40. 14.					





DISCLAIMER. THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVEAS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY,TAX ASSESSOR, HARRISON COUNTY, MISSISSIPPI

M.B. 108 12.17.24 Reg



Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with Artisan Pyrotechnics, Inc. for the 4th of July Fireworks Show, and authorize the Mayor to execute same:

ARTISAN PYROTECHNICS, INC. Pyrotechnic Contract

- 1) THIS AGREEMENT entered into this 9th of December, 2024 by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation hereinafter referred to as "ARTISAN" and City of Long Beach; Donald Frazier hereinafter referred to as "PURCHASER".
- 2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on June 28, 2025 at or near the beach across from Jeff Davis Ave. Long Beach.
- 3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure al
- 4) PURCHASER shall pay to ARTISAN the sum of <u>TEN THOUSAND</u> Dollars (\$10,000.00). Full final payment is due on or by <u>June 28</u>, 2025. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.
- 5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 180 days of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.
- 6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.
- 7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording shall give credit to Artisan Pyrotechnics, Inc. and clearly listed.

- 8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.
- 9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.
- 10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.
- 11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.
- 12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.
- 13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, First class, addressed as follows:

ARTISAN- Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.

PURCHASER - City of Long Beach, 201 Jeff Davis Ave Long Beach, MS 39560.

- 14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.
- 15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

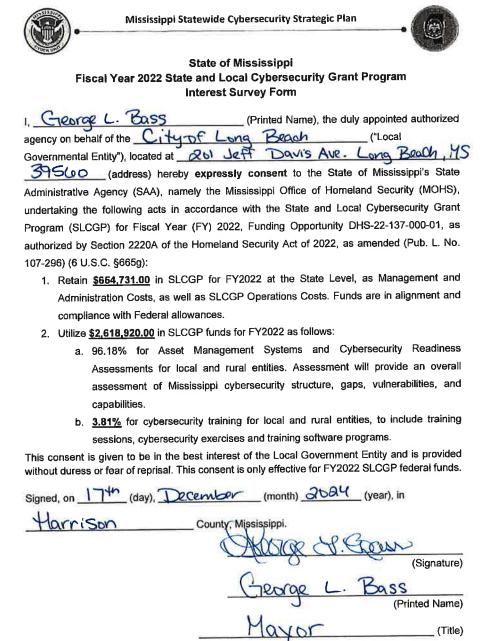
In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 9^{th} day of **December**, 2024.

ARTISAN PYROTECHNICS, INC.

. Title President.

Mayor Title Mayor

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the following Grant Program Interest Survey Form, and authorize the Mayor to execute same:



Mississinni Statewide Cybersecurity Strategic Plan

•
State of MississIppI Fiscal Year 2022 State and Local Cybersecurity Grant Program Interest Survey Form
City of Long Beach ("Local Governmental Entity"), located at 201 Jeff Davis Ave, Long Beach MS 39560 (address)
IS interested in participating in the State and Local Cybersecurity Grant Program IS NOT interested in participating in the State and Local Cybersecurity Grant Program
Grant Program (SLCGP) for Fiscal Year (FY) 2022, Funding Opportunity Number DHS-
22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g).
Point of Contact: Court new Cyevas
Contact Number: 228 - 803 - 1554
Contact E-mail: Courtney. Culuas @ Cityof long blach ms. com Is your organization interested in services/solutions procured, managed, and deployed
by the state providing support to local government: X YES NO
Signed, on 17th (day), Declember (month) 2024 (year), in Havn Son County, (Mississippi.
Stary Straw (Signature)
George L. Bass (Printed Name)
Mayor (Title)

At the request of Mayor Bass, Alderman Brown made motion seconded by Alderman McGoey 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 discuss a report and course of action regarding security plans and devices.

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 based on information obtained in Executive Session, Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to engage with AGJ Systems & Networks for managed IT support & Consulting Services.

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to appoint Shelda Jones as Election Commissioner to fill the unexpired term of Chelsea Brisolara Handler ending June 30, 2025.

Mayor Bass commended the Public Works Department for the wonderful job they did cleaning the cemetery before the Wreaths Across America ceremony.

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

Police Department:

- New Hire, Police Officer 1st Class Michael Biegel, PS-9-B, effective January 16, 2025
- ➤ Transfer, Evidence Tech John Buza, CSA-6-B, effective December 16, 2024 Recreation:
 - ➤ New Hire, Laborer Joseph B. Angellio, CSH-3-VIII, effective January 1, 2025
 - New Hire, Laborer Carter S. Runyon, CSH-3-VIII, effective January 1, 2025
- ➤ Rescind New Hire, Laborer Kenny A Magee, effective November 18, 2024 <u>Library</u>:
 - Step Increase, Director Harriet Denise Saucier, CSA-8-VI, effective January 1, 2025

Alderman Johnson made motion seconded by Alderman McGoey and unanimously carried to accept the November 2024 Revenue/Expense report, as submitted.

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following quote from ES&S for 2025 Municipal Election Support, and authorize the City Clerk to execute same:



December 5th, 2024 Re: Municipal Election Support Quote # - ESS-1693

City of Long Beach Stacey Dahl (City Clerk) 201 Jeff Davis Avenue Long Beach, MS 39560 PO Box 929

Phone: 228-863-1556 Fax: 228-865-0822

e-mail: cityclerk@cityoflongbeachms.com

Dear Ms. Dahl,

ES&S is pleased to offer to you the following pricing for your 2025 Municipal Election Support.

April 1st, 2025, Municipal Primary Election Support

Electionware Laptop Rental Election Technician Support

L&A Support, Election Day Support, Post Election Day Support ElectionWare Coding and Support

Total - \$8,900.00

April 22nd, 2025. Municipal Primary Election Runoff Support

Electionware Laptop Rental Election Technician Support

L&A Support, Election Day Support, Post Election Day Support

ElectionWare Coding and Support

Total - \$8.355.00

June 3rd, 2025, Municipal General Election Support

Electionware Laptop Rental Election Technician Support

L&A Support, Election Day Support, Post Election Day Support

ElectionWare Coding and Support

Total - \$8,900.00

Election Day Ballots - \$0.29/each Absentee Ballots - \$0.36/each

Considerations that impact pricing:

Pricing is valid for 60 days.

2. Price includes all travel and expenses.

3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

4. Any applicable sales taxes have not been included in pricing and are the responsibility of the customer.

"Maintaining Voter Confidence, Enhancing the Voting Experience,"

11208 John Gall Boulevard • Omaha, NE 68137 USA • Phone 402 593 0101 • Toll-Free 1 800 247 8683 • Fax 402 593 8107 • www.essvote.com



Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Election Official Approval

Sincerely,

Bristow

Bill Lowe Election Systems & Software 102 Business Park Drive Suite G

Ridgeland, MS 39157 Phone – 601-922-2476 Fax – 601-922-8475

"Maintaining Voter Confidence. Enhancing the Voting Experience."

11208 John Galt Boulevard • Omaha. NE 68137 USA • Phone. 402 593 0101 • Toll-Free. 1.800 247 8683 • Fax. 402.593 8107 • www.essvole.com

M.B. 108

There came on for consideration at a duly constituted meeting of the Mayor and Board of Aldermen of the City of Long Beach held on the 17th day of December, 2024, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AUTHORIZING AND DIRECTING THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE MUNICIPAL PARTY EXECUTIVE COMMITTEES OF THE DEMOCRATIC AND REPUBLICAN PARTIES TO PERFORM CERTAIN DUTIES IN PRIMARY ELECTIONS; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Mississippi Code Annotated Sections 23-15-263, as amended, the respective Municipal Party Executive Committees of the Democratic and Republican parties are responsible for conducting all Primary Elections (Miss. Code Ann. § 23-15-263 (1972)); and

WHEREAS, during the 2001 Legislative Session, Senate Bill 2523 and House Bill 1220 enabled the Municipal Party Executive Committees to enter into written agreements with Municipal Election Commissions and/or Municipal Clerks to perform certain specified duties in a Primary Election, such agreements being limited to the following six major areas concerning primaries that may be performed by Election Commissions and/or Municipal Clerks following the timely signing of such agreement: (1) appointing poll managers; (2) training of poll managers; (3) distributing ballot boxes; (4) printing ballots; (5) distributing ballots to poll managers; and (6) canvassing and certifying the election. (Miss. Code Ann. §§ 23-15-239; 23-15-265; 23-15-267; 23-15-333; 23-15-335; 23-15-597 (1972))

WHEREAS, it is the desire of the said Municipal Party Executive Committees of the Democratic and Republican parties to enter into such an agreement as contemplated and allowed by law with the City Clerk of the City of Long Beach and the Municipal Election Commission; and

WHEREAS, The Mayor and Board of Aldermen of the City of Long Beach,

Mississippi, having made due investigation therefore, do now find, determine, adjudicate and declare that it is in the best interests of the citizens of the City of Long Beach, Mississippi to enter into such an agreement;

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 City Clerk is hereby authorized and directed to enter into an agreement regarding and providing for the administration and holding of municipal primaries in substantially the form as attached hereto with the Municipal Party Executive Committees of the Democratic and Republican parties.

Section 2. That upon execution of same, such agreement be thereafter spread upon the minutes of the Municipality and carried out in accordance with law.

The above and foregoing Resolution was introduced in writing by Alderman Brown who moved its adoption, seconded by Alderman Johnson, and after discussion, the question being put to a roll call vote by the Mayor, the result was as follows:

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried adopted this, the 17th day of December, 2024.

()

CEORGE L BASS MAYOR

ATTEST:

STACEY DALIL, CITY CLERK

There came on for discussion Magnolia Run Subdivision – Offsite Drainage Improvements, whereupon City Engineer David Ball provided the following:



overstreeteng.com

161 Lameuse St. Suite 203 Blloxi, MS 39530 228-967.7137

December 10, 2024

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

RE: Magnolla Run – Offsite Drainage Improvements

Ladies and Gentlemen:

Recently, the Board approved additional funds to be dedicated to the referenced project. The plans designed by the subdivision developer have been reviewed and are satisfactory for construction. The City must now procure the work so that the work can proceed. One possible option is to utilize the City's existing pre-positiioned contract with JLB, LLC ("JLB") for minor construction services. This contract was competitively procured in 2022 and JLB was selected by the City. Since that original approval, the term of the contract has expired, and we've attached hereto an offer by JLB to extend that contract for an additional one-year term which is in accordance with the terms of that agreement. We suggest that it would be to the City's benefit to approve a one-year extension to that contract term.

Therefore, if extension and use of that minor construction services contract is acceptable, please see the attached estimate of costs by JLB for the work and vote to authorize them to begin work via issuance of a work order for the appropriate scope. As has been previously approved, Jason Gibson (the developer's engineer) will perform the construction administration work on these improvements.

Sincerely,

David Ball, P.E.

DB:539 Attachment

Biloxi | Long Beach | Pascagoula | Daphne



21294 Johnson Road Long Beach, MS 39560 0: 228 863 0303 F: 228 863 4469 www.jlb-co.com

December 10, 2024

David Ball Overstreet and Associates City of Long Beach Long Beach, MS 39560

Re: Extension offer for "Emergency Construction Services and Minor Construction Services"

It has been a pleasure to work with you on the above-mentioned project. In refence to the contract "Emergency Construction Services and Minor Construction Services" between JLB Contractors, LLC and The City of Long Beach, please allow this letter to serve as a formal offer to extend the contract for an additional year per Article 5 of the contract documents.

Again, thank you for the opportunity to work together on this project and we look forward to future projects.

Sincerely

Johnathon Damiens

Johnthon Damiens Co-Owner

ILB Contractors, LLC

JLB		Long Be O: 22 F: 22	Johnson Road ach, MS 3956 8 863 0303 8 863 4469 .jlb-co.com	
Long Beach Minor Cons Pineville Road (ervices		
Description	Est. QTY	UOM	Unit Price	Tota
Labor & Equipment Rates		1170	400.00	20.000
Project Manager Superintendent	48 88	HR HR	\$60.00 \$50.00	\$2,880 \$4,400
Equipment Operator	88	HR	\$38.00	\$3,344
Equipment Operator	88	HR	\$38.00	\$3,344
Pipelayer	88	HR	\$29.00	\$2,552
Skilled Labor	88	HR	\$29.00	\$2,552
Skilled Labor	88	HR	\$29.00	\$2,552
Large Excavator	88	HR	\$110.00	\$9,680
Skid Steer	88	HR	\$55.00	\$4,840
Minor Equipment	88	HR	\$25.00	\$2,200
Compaction Equipment	24	HR	\$50.00	\$1,200
Walk Behind Saw	24	HR	\$50.00	\$1,200
Portable Generator	88	HR	\$50.00 \$60.00	\$4,400 \$5,280
Traffic Control (signage&Type III Barricades) Traffic Control (barrels&other required devices)	88	HR	\$60.00	\$5,280
Tri-Axle Dump Truck	48	HR	\$90.00	\$4,320
TH-Axie Dump Track	- 1 0-	Inx	000.00	\$0.0
				\$0.0
Labor & Equipment Sub-Total				\$60,02
Subcontractors				
Asphalt Paving (Gulfpride-Geopave)	32	Tons	\$310.00	\$9,920
Asphalt Paving (Gulfpride-Geopave) Mobilization	1	LS	\$2,500.00	\$2,500
Striping (JL McCool)	350	LF	\$10.00	\$3,500
Striping (JL McCool) Mobilization	1	LS	\$3,500.00	\$3,500
Concrete driveway/sidewalk (Landmark)	65	SY	\$110.00	\$7,150
Mississippi Power Company Relocation	11	LS	\$3,800.00	\$3,800
Subsection Sub-Tatal		INCHES		\$0.0
Subcontractor Sub-Total Subcontractor Markup (10%)	1000			\$3,037
Total Subcontractors				\$33,40
Materials				100/10
Silt Fence	100	LF	\$1.00	\$100
20"x10' Wattles with 4 Stakes Each	10	EA	\$26.00	\$260
42x20 N12 F2648 SLD HDPE Pipe	40	LF	\$65.76	\$2,630
51"x31" RCAP	32	LF	\$109.62	\$3,507
15x20 N12 F2648 SLD HDPE Pipe	20	LF	\$13.00	\$260
3x360 Ft Non-DOT Fabric for Pipe Wrap	1	Roll	\$78.00	\$78.
42" Precast Concrete Headwall	1	EA	\$4,115.00	\$4,115
Precast Catch Basin #1	1	EA	\$2,724.72	\$2,724
Precast Catch Basin #2	1	EA	\$3,168.26	\$3,168
Precast Catch Basin #3	1 40	EA	\$3,136.25	\$3,136
10" C900 Blue PVC 10" MJ C153 45 Bend	40	LF EA	\$30.83 \$217.12	\$1,233 \$868
10" PVC WDG REST GLND	8	EA	\$125.00	\$1,000
10" SBR MJ Gasket	8	EA	\$11.87	\$94.9
3/4x4 MJ T-Bolt & Nut	64	EA	\$3.00	\$192.
Import Borrow	120	CY	\$4.00	\$480.
610 Crushed Stone	30	TONS	\$43.00	\$1,290
57 Stone Pipe Bedding (as needed)	42	TONS	\$44.00	\$1,848
Broken Asphalt/Concrete Dispsoal Fees	60	CY	\$10.00	\$600.
Broken Storm Drain Pipe Disposal Fees	95	LF	\$5.00	\$475.
Grout for Inverts and Pipe Penetrations	20	Bag	\$15.68	\$313.
Straw Mat with Staples	7	Roll	\$36.15	\$253.
13-13-13 Fertilizer	2	Bag	\$25.00	\$50.0
Grass Seed	11	LS	\$300.00	\$300.
D 2 3 1 5 1 5 1 5 1				\$0.0
Materials Sub-Total		Verilla		\$28,97
Materials Markup (10%) Total Materials				\$2,897
I Otal Materials	The state of the s		100	\$31,87
CO-1/2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		100		\$125,30
Project Subtotal:				
Project Subtotal: Mobilization/Demobilization - 5% of Total :				\$6,265

After continued discussion, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize the extension of Emergency Construction Services and Minor Construction Services with JLB Contractors, LLC, as offered in the foregoing memo.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the foregoing quote from JLB Contractors, LLC to perform offsite drainage improvements for the Magnolia Run Subdivision via the Emergency Construction Services and Minor Construction Services contract.

There came on for discussion Castine Pointe Subdivision – ADA Compliance, whereupon City Engineer David Ball provided the following:



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

December 10, 2024

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

RE: Castine Pointe Subdivision

Ladies and Gentlemen:

The City received the attached letter from FHWA signed Dec. 4, 2024. It notes a violation of ADA requirements, especially surrounding a number of intersections in the Castine Point subdivision. The Mayor requested that we prepare a set of drawings & a preliminary cost estimate for the repairs needed to remedy these concerns, which we have attached hereto.

In short, each crossing will require an ADA-compliant curb ramp/crosswalk with detectable warning pads and crosswalk striping. We believe this issue stems from individuals having no accessible route to the mailbox kiosk installed at the southern entrance to the subdivision, but we aren't exactly sure of the history of any of these actual complaints. The exhibit indicates a blue circle at each of the intersections noted in the FHWA letter, which are apparently the source of the complaint. We could perform crosswalk/sidewalk work at each of the noted intersections; however, we believe that there is a more efficient location for the crosswalk/sidewalk work sites which produces perhaps the most efficient & reasonable overall accessible route for the entire subdivision. These suggested sites are shown with red bars on the exhibit. We believe that work at our suggested sites should satisfy the requirements to provide the compliant infrastructure. Based on our most recent understanding of the costs of construction, we estimate the cost to design, procure, and construct all the improvements that we suggest at approximately \$65,000.

However, in the letter from FHWA, Civil Rights Specialist Carolyn Bell requests an interview with the City's point of contact and that the City respond to a list of questions. At this point, It seems appropriate for the City to make preparations to perform the suggested construction work, but to delay the actual work until a response can be sent to Ms. Bell to confirm that our proposed solution will actually satisfy the bounds of the complaint.

Biloxi | Long Beach | Pascagoula | Daphne

Page 1 of

December 10, 2024

We are ready to assist the City in whatever way we can in this matter. We await your direction.

Sincerely,

David Ball, P.E.

DB:539 Attachment



Mississippi Division
December 3, 2024

100 West Capitol Street, Suite 106 Jackson, Mississippi 3926 (601) 965-4215 (601) 965-4231 FA

In Reply Refer To: HAD-MS

Mike Gundlach, Manager City of Long Beach 201 Jeff Davis Ave Long Beach, MS 39560

Subject: Request for Information (RFI) - DOT # 2024-0292

Dear Mike Gundlach:

On April 7, 2023, Complainant filed a complaint that was received by the Federal Highway Administration (FHWA) Office of Civil Rights alleging violations of the Americans with Disabilities Act of 1990 (ADA) and/or Section 504 of the Rehabilitation Act of 1973 (Section 504) against Long Beach. Specifically, Complainant alleges that Respondent has failed to provide accessible curb ramps. Subject locations include the intersections of: Crawford Drive and Seagull Drive, Seagull Drive and Sea Oats Drive, Pelican Circle and Castine Pointe Boulevard, Castine Pointe Boulevard and Sea Oats Drive (two intersections), Lighthouse Drive and Sand Dollar Drive, Sand Dollar Drive and Seagull Drive, Lighthouse Drive and Sea Oats Drive.

My name is Carolyn Bell. I will be investigating the complaint. I can be contacted at Carolyn.Bell@dot.gov or 601.965.7326. I will need to interview the point of contact (POC) of your agency. Please provide the POC for your agency, and I will contact them to set up an interview.

Please respond to the Request for Information within 30 days of receipt of this letter.

Please respond to the following questions:

- 1. Does Respondent have jurisdiction over the facility in question?
- 2. Are the facilities in question in the public right-of-way?
- 3. Has Respondent attempted to resolve this issue with Complainant?
- 4. Has Respondent conducted a self-evaluation of its pedestrian facilities?
- 5. Has Respondent developed a transition plan or program access plan of its pedestrian facilities?
- 6. Does Respondent receive Federal funds from DOT?
- How many employees does Respondent have? (Count each part-time and seasonal as a full employee)
- What accessibility standards, guidelines, or policies does the Respondent use for pedestrian facilities within the public right-of-way? (ADAAG, PROWAG or other)
- 9. Does Respondent have a designated ADA Coordinator? If so, please provide their name and contact information.

10. Is Respondent's grievance procedure available to the public? Please provide a copy or a link.

Please provide the following documents:

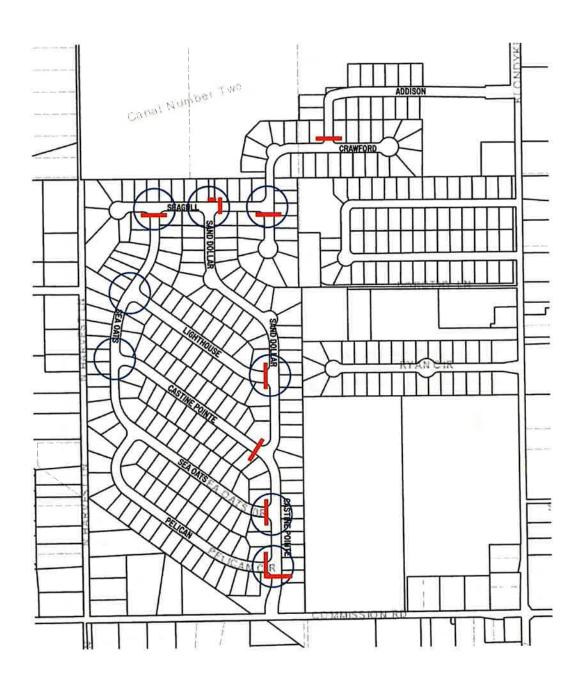
- 1. Any correspondence between the parties regarding the issues.
- 2. Respondent's position statement on the allegations.
- 3. Respondent's plans for corrective actions, if any.
- 4. Photographs of the subject location.
- 5. Measurements of the facilities in question.
- 6. A copy of or link to Respondent's self-evaluation and transition plan or program access
- 7. Any additional documents relevant to the investigation.

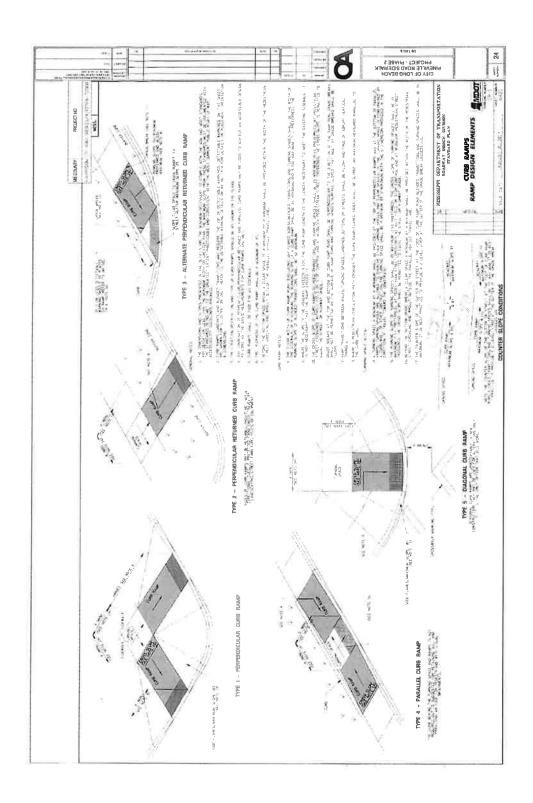
If you have any questions regarding this RFI, please contact me at $\underline{\textbf{Carolyn.Bell@dot.gov}}$ or 601.965.7326.

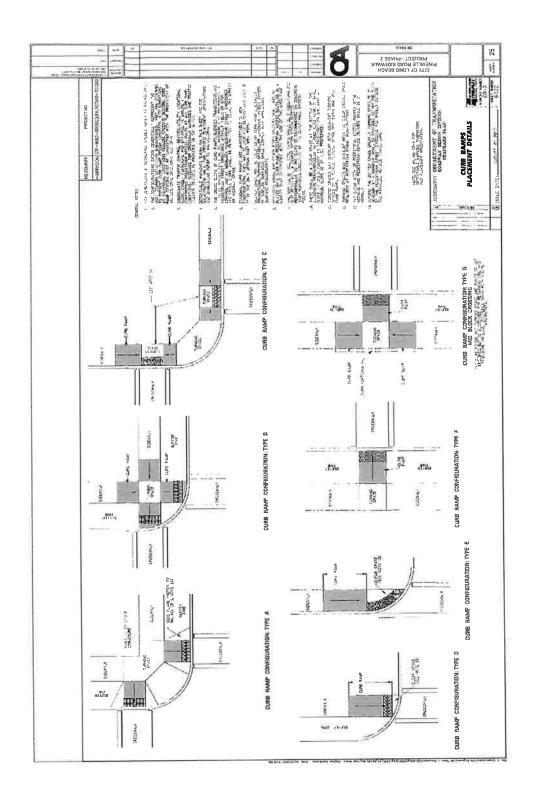
Sincerely,

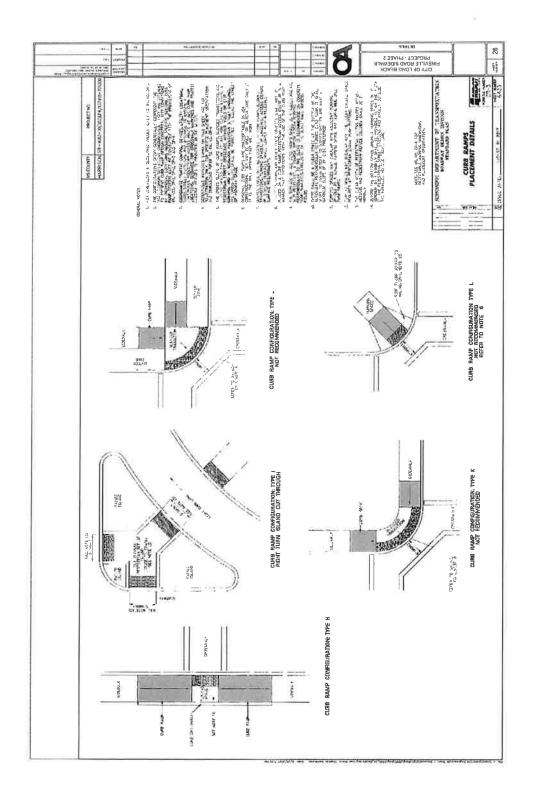
Carolyn F. Bell Digitally signed by Carolyn F. Bell Date: 2024-12.04 14:34:22 -06:00°

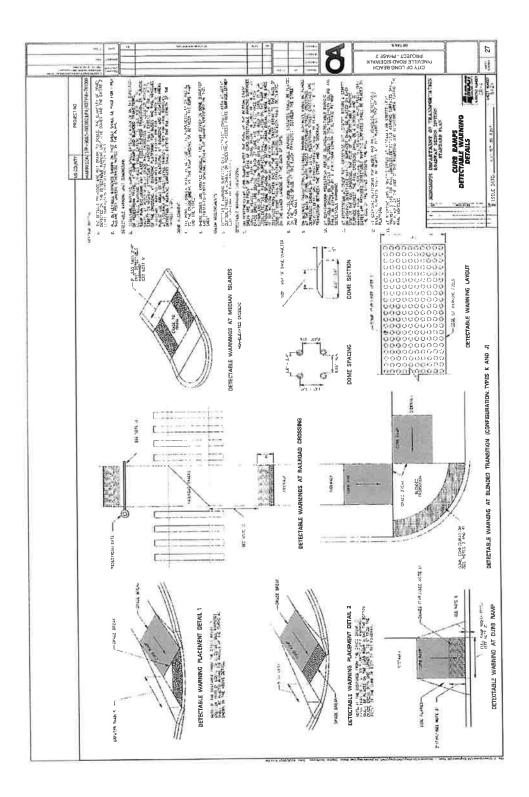
Carolyn F. Bell Civil Rights Specialist











After continued discussion, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to direct City Attorney Steve Simpson to contact Civil Rights Specialist Carolyn Bell with Federal Highway Administration to determine if previous corrections and proposed remedy (proposed by David Ball) would satisfy the violations stated in the foregoing letter; and if they are sufficient, authorize the repairs to be made as suggested by David Ball, not to exceed \$65,000.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Amendment 12 with Overstreet & Associates for Hurricane Zeta Pier Repairs – Phase I, and authorize the Mayor to execute same:



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

December 13, 2024

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

> RE: Long Beach Harbor – Hurricane Zeta Repairs Pier Repairs – Phase 1

Ladies and Gentlemen:

Based on the outcome of the FEMA arbitration, the City has requested that we prepare plans and specs for the FEMA repairs for the piers, which we have begun to work on. For simplicity of the construction bid process, we recommend that the City approve the attached contract which is to complete design, bidding, and construction phase services for the FEMA repairs to:

- 1. Pier 6 (south of Steve's Marina)
- 2. Transient Pier (south of Parrish's)
- 3. The Launch Piers
- 4. The West Fishing Pier

Each of the above piers is only intended to be repaired per the FEMA approved scope of work, meaning no special improvements are intended. The remainder of piers in the Harbor are being considered for improvements per the City's Harbor Master Plan and the construction plans for those piers will be included in an upcoming contract to be submitted for your approval soon.

This contract does include fees for design, bidding, and construction administration of the project, along with a drone survey to obtain exact GPS-coordinates of every pile & pier in the Harbor (including the fishing piers & entrance channel), and it includes an allowable fee for permitting to perform these FEMA repairs. Also, included is an estimated full-time "resident project representative" to be present during construction.

If acceptable, please authorize the Mayor to execute the attached Amendment so that we may continue to perform this work.

Sincerely.

Pervid Ball. P.E.

DB:1124-MSA Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1124 - LB Harbor Zeta MSA\02 ACCOUNTING\Eng Agree\Amendments\20241213 Amend 12 Trans to City.docx Page 1/1

AMENDMENT NUMBER 12 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR – HURRICANE ZETA REPAIRS PIER REPAIRS - PHASE 1

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated December 1, 2020:

A. DESCRIPTION OF ASSIGNMENT

- ENGINEER will provide Basic engineering services necessary for the construction of a portion of the necessary pier repairs in the Long Beach Smallcraft Harbor due to the impacts of Hurricane Zeta.
- 2. This work will include repairs to:
 - a. Pier 6
 - b. Transient Pier
 - c. W. Fishing Pier
 - d. Launch piers

B. SCOPE OF WORK

- 1. SURVEY PHASE
 - Perform a drone survey of all piles & piers within the Harbor and entrance channel as they are currently configured and located. This includes all boat piers inside the Harbor basin, both fishing piers, and the entrance channel piles
- 2. DESIGN PHASE
 - Assemble Bid documents (plans, specifications, and bid quantities) to construct repairs to the described piers in accordance with FEMA's approved scope of work.
- 3. PERMITTING PHASE
 - a. Coordinate with required agencies to obtain necessary permits to construct repairs to the exist Piers. It is anticipated that these permits will be issued by MS DMR.
- 4. BID PHASE SERVICES
 - a. Assist with construction documents submittal to the designated plans room.
 - b. Prepare and issue addenda (if required).
 - . Attend the bid opening.
 - d. Verify bids and provide bid tabulation.
 - e. Review bids and make recommendations to the City regarding award of the contract.
 - Assist the City in the preparation of documents necessary to complete the award.
- 5. CONSTRUCTION PHASE SERVICES
 - a. Conduct the pre-construction meeting.
 - b. Attend the contractor's progress review meetings.
 - Provide review of all shop drawings submitted by the Contractor as specified in the construction documents.
 - Respond to RFI's and provide general construction administration services.
 - e. Perform occasional site visits to review construction in progress as necessary.
 - Perform part-time resident project representative/construction inspection services in order to determine Contractor's conformance with Contract requirements.
- 6. SPECIFIC SERVICES EXCLUDED
 - a. Geotechnical investigations.
 - b. Full-time Construction Inspection services.

Page 1 of 2

c. Construction materials testing, stakeout.

C. PERIOD OF SERVICE

- It is currently estimated that this project will be completed and ready for bid phase within 120 days of the execution of the Amendment.
- 2. Bld phase and construction phase services will commence as directed by the City for bidding schedule and construction award.

- D. BASIS OF COMPENSATION
 1. Fees for the described services will be in accordance with Exhibit C1 (for lump sum services) and Exhibit C2 (for hourly services) of the referenced Master Agreement. When billed hourly, rates shall be per the hourly rates included in Appendix 1 to Exhibit C.
 - a. The total of all fees is indicated below and is based on an assumed distribution of $compensation. \ \ Fees for the \ various \ phases \ of \ work \ may \ vary \ from \ the \ assumed \ distribution,$ but the total of all fees will not be exceeded without further approval from the City.

DESIGN PHASE SERVICES (LUMP SUM)	\$10,000
DRONE SURVEY (HOURLY, NOT TO EXCEED)	\$9,400
PERMITTING (HOURLY, NOT TO EXCEED)	\$7,200
BID PHASE SERVICES (LUMP SUM)	\$1,500
CONSTRUCTION PHASE SERVICES (LUMP SUM)	\$11,000
RESIDENT PROJECT REPRESENTATIVE. (HOURLY, NOT TO EXCEED)	\$30,400
TOTAL	\$69,500

- b. Amounts payable to ENGINEER for services of ENGINEER'S subconsultant will be billed times
- 2. Fees for services rendered under this Amendment will be billed separate from any other project.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

ENGINEER:

OVERSTREET & ASSOCIATES, P.L.L.C.

on Overstreet, P.E.: President

Date Signed:__ 12/13/2024

Page 2 of 2

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract with Overstreet & Associates for Tennis & Pickleball Facility, and authorize the Mayor to execute same:



overstreeteng.com 161 Lameuse St. Suite 203 Biloxi, MS 39530 228,967.7137

October 31, 2024

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

RE: Tennis & Pickleball Facility Long Beach Rec Park

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the construction of tennis and pickleball courts at the Long Beach Rec Park on Daugherty Rd. Besides the normal design and construction phase services, we have included costs to perform a geotechnical investigation and report in order to ensure correct construction details on the non-native fill materials imported to the site.

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

David Ball, P.E.

DB:1346 Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1346\20 PM\20241031 1346 Contract to City.docx

Page 1/1

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of	November 5, 2024	_("Effective Date") between _	City of
Long Beach ("Owner") and	Overstreet & Associates, PLLC	("Engineer").	

Engineer agrees to provide the services described below to Owner for <u>design</u>, <u>bidding</u>, <u>and construction</u> <u>administration</u> of tennis courts/pickleball courts at the City's Daugherty Rd. Recreational facility, including site work, water and sewer services, any required drainage improvements, and a small restroom facility at the site". ("Project")

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

3.01 Additional Services

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

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

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For cause,

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiarles

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

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7.01 General Considerations

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

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 8 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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9.01 Payment

- A. Based on the described scope of work, and following the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
 - Basic Services.
 - Basic Services will be compensated on a lump sum amount of \$30,000, based on the following assumed distribution of compensation:

Design Phase	60%
Bidding and Negotiating Phase	10%
Construction Phase	30%
Total	100%

- 2. Geotechnical Investigation
 - for preparation of a geotechnical investigation and report by ENGINEER'S subconsultant, a lump sum amount of \$6,000.
 - b. The geotechnical investigation and report shall include:
 - 1) Soil borings with logs.
 - Laboratory testing to determine soil types and characteristics.
 - Recommendations for subgrade materials and requirements for the court construction, including considerations of total and differential settlements.
- 3. Topographical Surveys.
 - a. For preparation of topographical survey data by ENGINEER's personnel or subconsultants, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - Total charges for these services shall not exceed \$6,000 without further authorization.
- 4. Construction Inspection Services.
 - a. Resident Project Representative Services and Post Construction Services. For services of ENGINEER's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - It is expected that the construction of this project will take up to 10 weeks.
 Total fees for construction inspection services are currently estimated at \$28,500. This total fee will not be exceeded without prior written authorization.
- B. Hourly Rates for services billed on the basis of time.
 - 1. The Engineer's Standard Hourly Rates are attached as Exhibit "A".
 - Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week),
 if any, for non-exempt employees shall be paid at an amount equal to the cumulative
 overtime hours charged times 1.5 multiplied by the standard hourly rates for each
 applicable billing class for all services performed during overtime hours.
 - The Standard Hourly Rates may be adjusted annually (as of January 2025) to reflect equitable changes in the compensation payable to the ENGINEER.

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- C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- Engineer may adjust compensation percentages for the various phases of Basic Services for payment, but will not exceed the total Basic Services fee without authorization.

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

OWNER: City of Long Beach

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

ENGINEER: Overstreet & Associates, PLLC.

F. Jason Overstreet, P.E. President

Date Signed: <u>10/31/2024</u>

License No./State: 18601/MS

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

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Exhibit "A"

OVERSTREET & ASSOCIATES STANDARD HOURLY RATES SCHEDULE EFFECTIVE JANUARY 1, 2024

<u>Position</u>	Billing Rate
Principal	\$205.00
Professional Engineer V	\$185.50
Professional Engineer IV	\$176.25
Professional Engineer III	\$160.25
Professional Engineer II	\$149.00
Professional Engineer I	\$138.00
Engineer Intern III	\$132.25
Engineer Intern II	\$116.00
Engineer Intern I	\$105.00
Professional Land Surveyor	\$132.50
Senior Project Manager	\$138.00
Construction Project Manager	\$116.00
Sr. Survey Crew Chief	\$99.25
Resident Project Representative III	\$99.75
Resident Project Representative II	\$91.25
Resident Project Representative I	\$83.00
CADD Technician III/Designer	\$136.00
CADD Techniclan II	\$96.00
CADD Technician I	\$85.00
GIS Intern	\$61.00

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Exhibit "A"

Project Technician\$82.00
Administrative/Clerical
Surveys with RTK GPS Equipment\$35.00
Survey Project Manager/Land Surveyor Intern\$110.25
Survey Technician II\$83.00
Survey Technician I
Survey Crew III
Survey Crew II
Survey Crew I\$120.75

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

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)
Meals and Lodging (Outside Harrison County area) Overnight Postage

Letter, Legal or Tabloid Size – Black and White Letter, Legal or Tabloid Size – Color 22" x 34" & 24" x 36" 30" x 42"

Current IRS rate At Cost At Cost

\$0.20/page \$0.50/page \$2.25/sheet \$4.50/sheet

8 of 8

Recreation Director Bob Paul apprised the Mayor and Board the Phase II playground equipment had been delivered and he anticipated it being installed after the first of the year.

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

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