

Mayor and Board of Aldermen
May 16, 2006

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m. it being the third Tuesday in May, 2006, and the same being the time, date and place fixed by Laws 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 William Skellie, Jr., Aldermen Charles Boggs, Richard Notter, Richard Burton, Mark Lishen, City Clerk Rebecca E. Schruff and City Attorney Frank R. McCreary, III.

Aldermen Allen D. Holder, Jr., Joseph McNary and Richard Bennett were absent the meeting.

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

The meeting was called to order and the Mayor recognized Deborah Holt as the recipient of the Alan R. Barton award from the Mississippi Power Company for excellence in teaching.

Alderman Boggs made motion seconded by Alderman Notter and unanimously carried to suspend the rules and amend the Municipal Docket to include the following:
Item VII.2.b. APPROVE MINUTES – PLANNING COMMISSION – Minutes of March 23, 2006;
Item XI.4. NEW BUSINESS – Work Camp Proposal, Grace Lutheran Church, 19221 Pineville Road.

It was the direction of the Mayor and Board of Aldermen that amendments to city ordinances contain a date stamp in order to ascertain the most recent version of any amendments.

There came on for consideration the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated May 2, 2006.

After considerable discussion, Alderman Boggs made motion seconded by Alderman Lishen and unanimously carried to approve said minutes with exception to that portion of the minutes containing the record of a public hearing duly held and convened to consider a ZONING TEXT CHANGE to the Comprehensive Zoning

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Ordinance (#344) to address definitions and terms for HIGH DENSITY USES. The record of the aforesaid public hearing as recorded on Pages 195-200 was not approved and eliminated from the minutes due to conflicts with the Judge Steve Simpson's ruling of August 25, 2005, pertaining to "zoning text changes" as opposed to "rezoning" and his order reversing Ordinance #502.

There came on for consideration the May 11, 2006, Planning Commission minutes and Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to approve the aforementioned minutes with exception to action taken approving the building of condominiums in a C-2 Zone at 229 Klondyke Road, as submitted by Joseph Gauci. The matter was overruled and remanded to the Planning Commission for additional information and clarification. In addition, detention ponds for the Oak Haven and Red Gate Subdivisions must be upgraded to 100 year flood plan prior to final approval.

There came on for discussion the March 23, 2006, Planning Commission minutes pertaining to a public hearing duly held and convened to consider proposed high density changes to the zoning ordinance, specifically language contained in SECTION 914.9.1. Paragraph (o) as follows:

"The developer shall provide a sun diagram, which will show the solar impact (between the hours of 11:00 a.m. to 1:00 p.m.) of the project on residential adjacent properties. Said diagram shall include all months of the year. If the planning commission finds that the shadow effect is excessively detrimental to the adjacent residential properties, the commission **shall** request an increased setback to alleviate the situation".

SECTION 914.9.1. Paragraph (o) in the legal notice published for the public hearing to consider proposed high density changes to the zoning ordinance duly held and convened before the Mayor and Board of Aldermen on May 2, 2006, which record was not approved and eliminated from said minutes, read as follows:

"The developer shall provide a sun diagram, which will show the solar impact (between the hours of 11:00 a.m. to 1:00 p.m.) of the project on residential adjacent properties. Said diagram shall include all months of the year. If the planning commission finds that the shadow effect is excessively detrimental to the adjacent

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residential properties, the commission can request an increased setback to alleviate the situation”.

After considerable discussion, it was determined that the word can was inadvertently substituted in place of the word shall when the City Attorney was preparing the legal notice and copying text between two documents. It was noted for the record that the word shall must be contained in the language for SECTION 914.9.1, Paragraph (o) upon further consideration of any amendments pertaining to high density uses.

Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to approve the May 2, 2006, special meeting minutes of the Port Commission, as submitted.

Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims number 051606.

Clarification was requested and provided by FEMA representative Greg Coleson regarding a memorandum from FEMA dated November 18, 2006, on the subject of advisory base flood elevations and increased cost of compliance and conflicting information provided in paragraph one (1) and three (3) under “Frequently Asked Questions”. It was noted that an application was turned down based upon the information stated in paragraph one (1), in direct conflict with the information provided in paragraph three (3). The matter is in mitigation and no formal action was required or taken.

Alderman Lishen made motion seconded by Alderman Boggs and unanimously carried to extend the Proclamation of Civil Emergency – Hurricane Katrina, to protect and preserve the public health and safety of the community.

There came on for consideration a letter with attachments from City Engineer John Campton, as follows:

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May 16, 2006



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

TEL (228) 863-0667
FAX (228) 863-5232



May 12, 2006

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

Re: "Children's Wing of Library – Drywall, Trim, and Ceiling Tile Installation"

Gentlemen:

This project consists of minor interior repair work to make the former Children's Wing of the Library suitable for interim use as a public meeting place. It includes painting, minor trim work including new doors for the restrooms, and installation of ceiling tile and insulation.

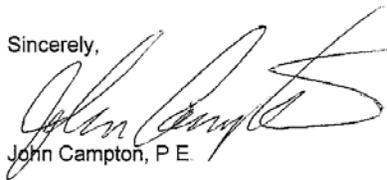
Requests for Proposals were sent to eight local contractors thought to be interested in this type of work. Three of these responded by the designated date and time, with the following results:

Gibson Maintenance:	\$10,300.00
Precision Contracting, Inc.:	\$14,099.06
Bay Window & Door:	\$18,516.35

The low bidder previously performed another contract at the library, constructing a temporary wood wall to close in the large hole near the southwest corner. Based upon his low price and his previous satisfactory performance, we recommend an Award of Contract to Gibson Maintenance for this work.

One of the bidders included a letter with his bid concerning requirements for insurance. I felt the obligation to pass this on to the Aldermen for their consideration. All the RFP's do require contractors to have \$1,000,000 in General Liability and if appropriate \$1,000,000 in Auto Liability coverage. We do not normally require proof of Worker's Compensation Insurance, in the belief that this coverage is regulated by State Law and does not shield the City from any liability.

Sincerely,


John Campton, P.E.

JC:tt:K308
Enclosure

cc: Max Ray

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"Childrens Wing of Library
Drywall, Trim, Painting, and Ceiling Tile Installation"
3rd REVISION - 5/8/06

MAYOR AND BOARD OF ALDERMEN
LONG BEACH, MISSISSIPPI

Gentlemen:

Pursuant to your request for quotes, receivable until 4:00 P.M., on Thursday, May 11, 2006, we
GIBSON MAINTENANCE, LLC (Name of Company) residing at
118 Dennis Lane, Long Beach, MS do hereby submit this
our proposal for furnishing all labor, tools, equipment, insurance and material required to
complete the work specified in the "scope of work" listed later in this document. All work will be
done in the hurricane-damaged Long Beach Children's Library located on Jefferson Davis
Avenue between 2nd Street and 3rd Street.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above.
- (2) Owner intends to issue a purchase order to the lowest and most qualified Contractor for this project, as provided for under State Law for procurements of construction contracts under emergency conditions.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) For any proposal over \$50,000, Bidder shall indicate on the outside of the bid envelope their current and valid Certificate of Responsibility Number obtained from the State of Mississippi. If the Bidder does not have a valid Certificate of Responsibility Number and the total amount of the bid does not exceed \$50,000, then Bidder shall write on the outside of the bid envelope, "Bid does not exceed \$50,000." Failure to comply will result in the Bid not being opened.
- (5) Failure of the contractor to commence work under the terms of this contract within ten (10) calendar days from the purchase order issue date, shall be justification for the cancellation of the contract without penalty to either party.
- (6) All work under this contract must be fully completed within thirty (30) calendar days.

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from the date when OWNER delivers purchase order to contractor. If contractor fails to complete the work within this time without cause or reason satisfactory to OWNER, the payment for the completed work shall be reduced by the sum of \$500.00 for each and every calendar day which the work remained incomplete after expiration of the allowed time.

- (7) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (8) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (9) The price bid shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.

SCOPE OF WORK

- (1) Replace drywall that was removed or damaged in the process of abating mold. Generally this includes areas where the "stage" was removed and at the ceiling at the aisle to the main library. Re-building of the stage or the room behind the stage is not included in this contract.
- (2) Replace two doors at the restrooms with 1 3/4" solid core wood doors with prefinished oak panels, complete with commercial aluminum-finish hinges, handles, pushplates, and door closers.
- (3) Replace all ceiling tiles and any missing pieces of insulation as required. Ceiling tiles shall match original as close as possible. (Obtain approval). (Original 2x2 ceiling tiles were #2 737B Armstrong. Note, some ceiling tiles will involve removing lighting fixtures and electrical disconnection and reconnection)
- (4) Paint all walls, stage area, restrooms, and auxiliary rooms with colors close to matching original. (obtain approval before painting). Repaired areas to receive preliminary seal coat before finish coat.

Site Visit

A walkthrough is scheduled for Monday May 8 at 9AM. The walkthrough is not mandatory but attendance is encouraged so all questions can be answered, the scope reviewed, and the condition of the building at that time of placing the contract can be seen.

If additional information is required or the scheduled walkthrough time can't be met, please contact:

Max Ray - cell phone 219-671-0510 or city hall 228-863-1556

Or call

John Campton - 228-863-0667 cell phone - 228-860-0536

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May 16, 2006

05/08/2006 17:00

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AGR ASSOC

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Proposal for
"Childrens Wing of Library
Drywall, Trim, Painting, and Ceiling Tile Installation"
3rd Revision - May 8, 2006

PRICE:

For all materials, labor, tools, and equipment to accomplish the work specified herein, a LUMP SUM AMOUNT OF:

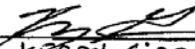
(\$ 10,300.⁰⁰) Lump Sum Numerical

(\$ Ten Thousand Three Hundred Dollars) Lump Sum Written

RESPECTFULLY SUBMITTED:

DATE May 9, 2006

FIRM NAME OF BIDDER GIBSON Maintenance, LLC

SIGNED BY (Name & Title)  Owner
KERRY GIBSON

ADDRESS OF FIRM P.O. Box 175 (118 Dennis Ln)

CITY AND STATE Long Beach, MS TELEPHONE 228-697-0905

Mayor and Board of Aldermen
May 16, 2006

precision
Contractors inc

228-863-7183
General Contracting • Design • Heavy Construction



May 9, 2006

Mayor & Board of Aldermen
City of Long Beach, Ms

Re: "Children's Wing of Library" repairs

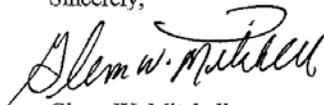
Gentlemen:

Please find enclosed a copy of the Request for Proposals furnished by Garner Russell & Associates for the repairs to the "Children's Wing of Library". I feel that it should be a major obligation for each bidder to have a Certificate of Responsibility from the State of Mississippi and that each bidder to be on equal terms, such as the amount of liability insurance of not less than \$1,000,000.00 and that each contractor furnish a workers compensation certificate so that the City would not have any exposure if any worker would be injured on public property.

As you are aware, the cost of workers compensation and general liability insurance is very expensive. If the bidders are not carrying both types of insurance, it would cause a disadvantage to the contractor that does, indeed, have that overhead expense.

In conclusion, the City of Long Beach should take all of these items into consideration for securing the lowest and best bid.

Sincerely,


Glenn W. Mitchell

pci 

444-B Klondyke Road • Long Beach, MS 39560
Certificate of Responsibility #14808

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After considerable discussion, Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to accept the recommendation of Mr. Campton as set forth above, awarding the contract to Gibson Maintenance, LLC, in the amount of \$10,300.00.

There came on for consideration a letter with attachments from City Engineer John Campton, as follows:

**A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS**
520 33RD STREET, GULFPORT MS 39507 TEL (228) 863-0667
P.O. BOX 1677 GULFPORT, MS 39502 FAX (228) 863-5232



May 10, 2006

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

Re: **Contracts to Repair City Hall Complex and Library**

Gentlemen:

Questions have arisen about the procedures being used to implement repairs to the City Hall, City Hall Annex, and the Library. A series of small contracts have been let and completed on an emergency basis and additional work is needed to restore the buildings to use. It is time to formulate a plan to get the remaining work done in a manner of maximum benefit to the City.

All the work on these buildings to date have been implemented with the assistance of engineers provided at no charge by Mittal Steel. Roger Glennon handled the first contracts, and Max Ray has taken over in the past two weeks. They have both been immensely helpful, and the City owes them its gratitude. I am personally very grateful for all their help.

The contracts completed so far have been primarily intended to stabilize and protect the buildings from further deterioration. They include contracts to close up the gaping holes in the library, remove asbestos materials, remediate growths of mold, and restore the building electrical systems and HVAC systems. About the only exception to this is some minor interior repairs intended to make the Children's Wing of the Library usable as a public meeting place.

The enclosed worksheet summarizes all the work completed to date, in progress, or planned for the near-term future. The projects listed toward the bottom of the list are somewhat vague and incomplete, but it is our intent to restore the buildings in full accordance with the approved FEMA Project Worksheets.

All of the previously completed projects were handled as emergency procurements, using written Request for Proposal (RFP) forms issued from this office. It is my understanding of the law that once a boni-fide emergency has been declared, the City is under no legal obligation to solicit competitive bids at all for work intended to mitigate the emergency. However, we all agree that it is prudent to do this if at all possible, and FEMA most certainly expects it if FEMA reimbursement is expected. As you know, there have been millions of dollars worth of work solicited and contracted-for after Hurricane Katrina based upon these RFP's, and FEMA has not expressed any problems with them, with the exception of the one for the removal of dead pine trees.

We have assumed the primary obligation for the distribution of the RFP's to potential bidders. We have distributed copies of RFP's to everyone who we had any reason to believe might be interested in the work and capable of satisfactory performance. Our biggest problem

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is finding enough potential bidders. In some cases, we even resorted to the Yellow Pages to find potential bidders. We by no means excluded anyone from the list who expressed any interest in the work. We keep detailed records of everyone contacted, including those who advised that they would be unable to submit bids.

In all but a few cases, we made a recommendation to award the contract to the lowest bidder. The exceptions were made based upon a belief that another bidder might be able to prosecute the work more expeditiously than the low bidder. The Board of Aldermen concurred in every recommendation.

We are completely comfortable with the decisions made to date concerning the repairs to the City Hall Complex and the Library. The work has been accomplished in a logical sequence, starting with the closing in of the open holes, followed by removal of asbestos and mold. Once the mold was removed, it is necessary to restore power into the buildings and get the HVAC equipment into operation, or else the mold will return. We see a very large advantage in letting this work out as individual specialty contracts in sequence, as opposed to lumping it all into one master contract to a General Contractor. There are several reasons for this, but the most important one is that it is difficult or impossible to predict the exact scope of one contract until the previous one is completed. This is especially true about the mold contracts, because the exact extent of the tear-out required cannot be determined until the work is underway.

That said, there are things to be said for the General Contractor concept, once the preliminary protective work has been accomplished and the buildings are ready for permanent repairs. The main advantage to having a General Contractor is that he becomes responsible to coordinate all the subcontractors and bears the ultimate responsibility for their work. This relieves city personnel from these tasks, and provides additional assurance of a complete and adequate job. But this is only true if the contract with the General Contractor is based upon a good set of plans and specifications that adequately describes the required work and materials. Preparation of these requires the services of qualified professionals versed in structural engineering and elements of architecture. These professionals must also be available to monitor the work of the contractor and advise the City that the work has been properly performed.

In summary, this is my personnel recommendation about how to proceed with the remaining repairs to the City Hall Complex and the Library:

1. Complete all the contracts currently under way.
2. Award the contract for the electrical work in the Library which was tabled at the last meeting, as was previously recommended. (Fresh copy of previous recommendation letter is attached).
3. Award the small contract for minor work in the Children's Wing to make it useable as an interim meeting place. (This is a separate Agenda Item).
4. Authorize that new bids be received for the remediation of mold in the main Library, with adjustments in the specifications and after the remaining books have been removed.
5. Let Mr. Ray continue working with HVAC contractors to finish a plan to restore climate control in the library. This is complicated by the need to abandon the existing air ducts under the slab (there is no way to remove the mold from them) and install new air handlers and ducts in new locations. After a plan is selected, we can issue an RFP to implement it.
6. Concurrent with all the above, select an engineer/architect to prepare plans and specifications for the permanent repairs to all the buildings, per the approved FEMA

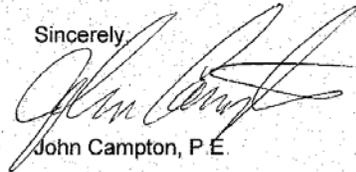
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Project Worksheets. I understand that this may include new roofs for some of the buildings, as well as new doors and windows, etc. Interior work such as walls, ceilings, and floor treatments would also be included.

7. When the City is satisfied with the completed plans, then advertise for bids from General Contractors.
8. The contract work should be monitored by the same professionals which prepared the bid documents.

Sincerely



John Campton, P.E.

JC:tt:K308
Enclosure

cc: Max Ray

**Mayor and Board of Aldermen
May 16, 2006**

Contract	RFP Out	RFP Rec'd	Plan date to Let	Date let	Finish	Cost	Contractor	Contact	Telephone
1 Temp wood wall library				7-Feb	11-Feb	\$11,900.00	Gibson Maintenance	Kerry Gibson	228-697-0905
2 Library wall design				8-Feb	12-Apr	\$9,656.00	Costelli	Mike Costelli	228-864-6289
3 Library roof patch				7-Feb	16-Mar	\$1,750.00	Mandal's INC	Chris Cooper	228-864-1474
4 Asbestos remed.	13-Feb			21-Feb	17-Mar	\$19,146.00	Specialty Abatement	Jamie Yawn	601-408-2378
5 Elec'l Kids Lib	28-Feb			21-Mar	7-Apr	\$3,165.00	Krol electric	Allen Krol	228-323-5993
6 HVAC Kid's lib	28-Feb			21-Mar	8-May	\$8,925.00	Geiger Heating and Air	Jack Younger	228-669-0119
7 Mold Kid's lib	28-Feb			21-Mar	27-Apr	\$5,850.00	Specialty Abatement	Jamie Yawn	601-408-2378
8 Minor roof repair	28-Feb			21-Mar	27-Apr	\$2,360.00	Professional Roofers	Padre Parkman	601-624-0360
9 Skelvie field lights	5-Apr		18-Apr	18-Apr	6-Apr	\$15,000.00	Mittal Steel	Bill Ball	219-399-3422
10 Mold City Hall Bldg.	5-Apr		18-Apr	18-Apr		\$14,332.50	Coastal Restor. (Servpro)	Deborah Gray	228-467-4450
11 Elect City Hall Complex	11-Apr	26-Apr	2-May	2-May		\$47,875.00	Krol electric	Al Krol	228-323-5993
12 Mold - Water Dpt and Annex	11-Apr		2-May	2-May		\$31,900.00	Coastal Restor. (Servpro)	Neil Gray	228-467-4450
13 Mold - Library	11-Apr		2-May	No		-----	No Bidders		
14 Electrical Main Library	11-Apr	26-Apr	16-May	2-May		\$63,710.00	Krol Electric	Al Krol	228-323-5993
17 HVAC City Hall Complex	11-Apr	26-Apr	2-May	2-May		\$6,200.00	Jason Ladner	Jason Ladner	228-860-4926
18 Drywall, paint, finish work, (all bldgs)	21-Apr	11-May	16-May	2-May		\$10,300.00	Gibson Maintenance	Kerry Gibson	228-697-0905
15 HVAC Main Lib - Design									
16 HVAC Main Library									
19 Outside alum framing CH bldg									
20 Final wall library									
21 New library roof									
22 City Hall Interior Repairs									
23									
24									
Contracts let to-date									
Total						\$251,869.50			

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET, GULFPORT MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

TEL (228) 863-0667
FAX (228) 863-5232



April 27, 2006

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

Re: **Electrical Rehabilitation – Main Library**

Gentlemen:

This project is to restore electrical service to the main Library Building. Service to the Children's Wing was previously performed under separate contract. A Request for Proposals was mailed to seven contractors believed to be qualified and possibly interested, including all those who have previously expressed interest. Two of these responded by the designated time, with the following results:

Krol Electric:	\$63,710.00
Doleac Electric:	\$84,560.00

Krol Electric has previously performed the contract to restore power to the Children's Wing, and is currently under contract to restore power to the City Hall Complex. We have no reason to believe that they will not perform well on this new contract. We therefore recommend an Award of Contract to them, as lowest and best bidder.

Sincerely,

John Campton, P.E.

JC:l:k308
Enclosure

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After considerable discussion, Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to accept the recommendations of Mr. Campton as set forth above, items 1 through 8, awarding the contract for Electrical Rehabilitation – Library to Krol Electric in the amount of \$63,710.00, and authorizing RFP's for remediation of mold – main Library.

Based upon the recommendation of Assistant Fire Chief David Bass and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve Fire Department step increases effective June 1, 2006, as follows:

- Firefighter 1st Class Jason Smith, PS-9-IV;
- Lieutenant Mark Scafide, PS-14-III;
- Firefighter 1st Class Josh Rutledge, PS-9-VI;
- Firefighter 1st Class Pete McGoey, PS-9-IV;
- Firefighter 1st Class Dane McGoey, PS-9-IV;
- Firefighter 1st Class Bradley McGill, PS-9-II;
- Firefighter 1st Class Johnathan Malley, PS-9-II;
- Firefighter 1st Class Pat Ladner, PS-9-III;
- Firefighter 1st Class Darren Koennen, PS-9-IV;
- Lieutenant Scott Kaletsch, PS-14-V;
- Firefighter 1st Class Jake Heinrich, PS-9-IV;
- Firefighter 1st Class Neal Gatian, PS-9-III;
- Firefighter 1st Class Tim Darden, PS-9-V;
- Recruit Firefighter Matthew Scott, PS-7-B;
- Recruit Firefighter Brandon Bates, PS-7-B;
- Recruit Firefighter Craig Ahlers, PS-7-B;
- Lieutenant Lance Bond, PS-14-III;
- Firefighter 1st Class Jared Allen, PS-9-III;
- Firefighter 1st Class Jeremy Damiens, PS-9-B;
- Recruit Firefighter Nathan Caudill, PS-9-B;
- Recruit Firefighter George Byrd, PS-9-B;
- Lieutenant Tommy Stepp, PS-14-VII.

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The new hire in the Police Department was approved at the last regular meeting, May 2, 2006, and no action was required or taken.

There came on for consideration a letter from Derrel Wilson, Project Manager, OPTECH, as follows:



Memo

To: REBECCA SCHRUFF, CITY CLERK
From: DERREL WILSON *Derrel Wilson*
CC:
Date: 5/5/2006
Re: SIGN BID

I have reviewed the attached bid and find it to be in order. I recommend awarding the bid to provide signs for the Long Beach 2006 Traffic Sign Project to Traffic Control Products Company, Inc.

Upon discussion, Alderman Lishen made motion seconded by Alderman Boggs and unanimously carried to accept the recommendation of Mr. Wilson as set forth above, awarding the 2006 Traffic Sign Project to Traffic Control Products, Inc.

Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to spread the Mississippi Tort Claims Board, "Certificate of Coverage", as follows:

CERTIFICATE OF COVERAGE

Issued to:

LONG BEACH CITY CLERK

The Mississippi Tort Claims Board has reviewed your plan of coverage against exposure of risks as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. The Board is of the opinion that your plan meets the requirements of Section 11-46-17, Chapter 46, Title 11, Mississippi Code 1972, as amended. This Certificate shall expire at the end of one(1) year from the issued date hereof or the ending date of any policy or policies of insurance that may have been purchased.

Issued this the 11th day of May, 2006.

Mississippi Tort Claims Board



Greg Hardy, Administrator

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May 16, 2006

Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve the rental agreement by and between Lanier Worldwide, Inc. and the City of Long Beach, for municipal court copier, authorizing the City Clerk to execute same, as follows:

Revised Date: 01/10/2005

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARIMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between Lanier Worldwide, Inc. (hereinafter referred to as "Customer"), and Long Beach City City Court, (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten

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(10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

- E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.
6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. PAYMENTS:
- A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
- B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:
- A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable,

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Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

- B **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.
12. **ALTERATIONS, ATTACHMENTS, AND SUPPLES:**
- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.
13. **ASSIGNMENT:**
- A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.
14. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any

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- local governments or political subdivisions that may affect the performance of services hereunder.
15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.
 16. **WAIVER:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.
 17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
 18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
 20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
 21. **RECORD RETENTION AND ACCESS TO RECORDS:** Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
 22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
 23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
 24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
 25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

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26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.
28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 17th day of May, 2006

Vendor: Lanier Worldwide, Inc.

By: Eric Woodfield
Authorized Signature

Printed Name: Eric Woodfield

Title: Document Management Representative

WITNESS:

Stan Dahl

Witness my signature this the 17th day of May, 2006.

State of Mississippi: LONG BEACH CITY COURT

By: Rebecca Schuff
Authorized Signature

Printed Name: Rebecca Schuff

Title: City Purchasing Clerk City Clerk

WITNESS:

Stan Dahl

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May 16, 2006

Revised Date: 01/10/2005

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: Lanier Worldwide, Inc

Customer Agency Name: Long Beach City Court

Bill to Address: Long Beach City Court
P.O. Box 929
Long Beach, MS 3956

Ship to Address: Long Beach City Court
201 Alexander Rd. Court Bldg.
Long Beach, MS 39560

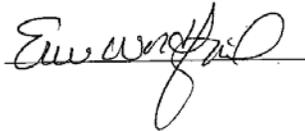
<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
LD 235 Digital Copy/Print/Scan	\$159.06
RADF, Reversing Auto Feeder	INCLUDED
SR790: 1,000 Sheet Finisher	17.89
PS530, Paper Bank	20.29
PT 330: 1-Bin Tray	5.97
Bridge Unit, 2045	2.42
FM--, Fax Module	<u>18.06</u>
Total:	\$223.69

Delivery Schedule and Installation Date: TBD

Rental Term: Number of Months 48 Start Date 5/1/06 End Date 5/1/10

Modifications: Monthly fee includes service and supplies (except staples). Monthly copy allowance is 0 impressions; with all impressions billed at \$0.0095 per copy.

Vendor Signature



Customer Signature



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Based upon the recommendation of Library Director Jeannie Ripoll and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve Library personnel step increases, as follows:

Library Clerk Shannon Schmidtling, CSA-1-I, effective June 1, 2006;

Children's Librarian Charlene Rayburn, CSA-4-V, effective July 1, 2006.

Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to schedule a public work session, Tuesday, May 23, 2006, at 5:30 p.m., Long Beach School District Central Office, to review city maps and discuss speed limits in conjunction with Police Chief Harley Schinker and City Engineer John Campton.

The request for retro-effective water discount as submitted by Janis A. Alexander, 121A Via Don Ray, was taken under advisement for further consideration at the next regular meeting, June 6, 2006.

There was no action taken regarding the high density ordinance.

There came on for consideration the fine imposed on Jimmy Wedworth for commencing construction on his development at 105 and 107 Cedar Place Cove, without proper permits. Mr. Wedworth stated that he is requesting a waiver of the fine and a transfer of funds paid toward the issuance of a new permit due to delays in the building permit office in issuing his permit. He expressed his dissatisfaction with individual employees in the building permit office.

After considerable discussion, it was determined that there is no provision in the ordinance to waive the fine or refund fines paid.

Upon further discussion, Alderman Burton made motion seconded by Alderman Notter and unanimously carried to suspend the rules and meet in executive session later during the course of this meeting to discuss personnel matters in the building permit office. Mr. Wedworth was requested to remain and participate in executive session.

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Discussion regarding the Building Official Department Head was taken under advisement for further consideration at the next regular meeting, June 6, 2006.

There came on for consideration a work camp proposal submitted by the Grace Lutheran Church, as follows:

**Work Camp Proposal
Grace Lutheran Church
19221 Pineville Road**

Physical:

- On the south side of the paved parking lot the following would be placed:
 - 4 16'x16' tents
 - Hookups for 3 RV's
 - A shower trailer
- On the west side of the paved parking the following would be placed:
 - 3 16'x16' elevated tents

Electrical

We plan on having a 200 amp 220 volt outdoor electrical panel installed on the east end of the shower trailer.

This panel would supply

- the main box for the shower trailer
- the 4 tents on the south side
- hookups for 3 RV's

The distribution would be with #10 and #6 SOOW cord at or just below the surface of the ground to protect it from sunlight, yet easy to pull up to move to another location.

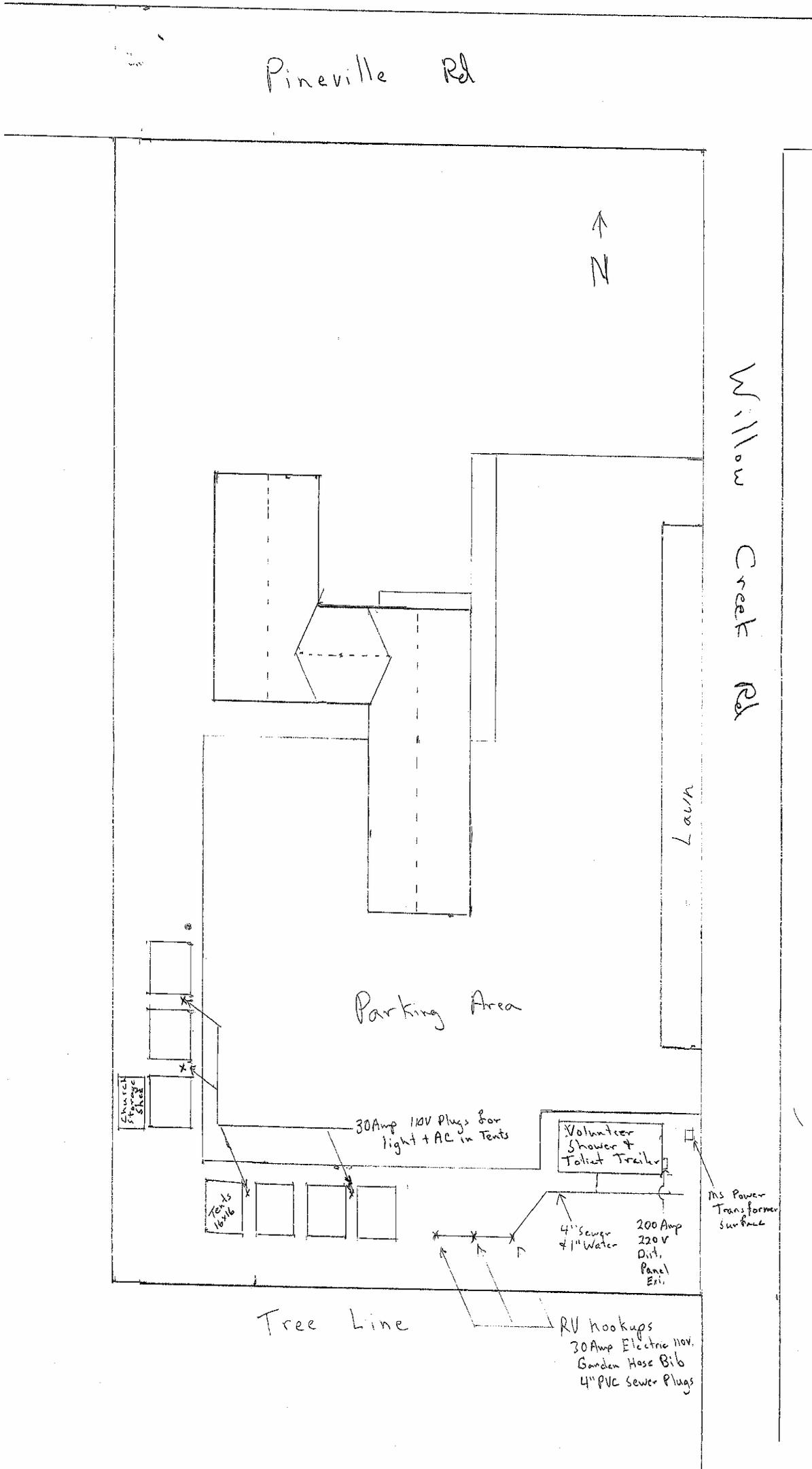
Plumbing:

We plan to have a local plumber tap into the line for water and sewer.

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Grace Lutheran Church
19221 Pineville Road
Long Beach, MS 39560

Rev. Barbara J. Hunter, Pastor
(228) 864-4248 E-Mail: gracelutheran3@Cableone.net
Personal E-mail - RevBJHunter@Cableone.net



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Upon discussion, Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve the work camp proposal, stipulating that #10 and #6 SOOW cord **cannot** be installed and all electrical must meet the 2005 National Electrical Codes.

The Mayor and Board of Aldermen took up the matter of declaring a certain parcel of city owned property is no longer needed by the City, providing for appraisement of an easement on same and for sale of such easement to BellSouth Telecommunications, Inc. in accordance with MCA §21-17-1, and for related purposes. After a discussion of the subject, Alderman Notter offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, FINDING THAT A CERTAIN PARCEL OF REAL PROPERTY IS NO LONGER NEEDED FOR MUNICIPAL OR RELATED PURPOSES AND IS NOT TO BE USED IN THE OPERATION OF THE MUNICIPALITY, THAT THE SALE OF AN EASEMENT ACROSS SUCH PROPERTY IN THE MANNER OTHERWISE PROVIDED BY LAW IS NOT NECESSARY OR DESIRABLE FOR THE FINANCIAL WELFARE OF THE MUNICIPALITY, AND THAT THE USE OF SUCH PROPERTY FOR THE PURPOSE FOR WHICH AN EASEMENT ACROSS SAME IS TO BE SOLD TO BELLSOUTH TELECOMMUNICATIONS, INC., WILL PROMOTE AND FOSTER THE DEVELOPMENT AND IMPROVEMENT OF THE CITY AND THE CIVIC, SOCIAL AND ECONOMIC WELFARE THEREOF, AND DIRECTING APPRAISAL OF SUCH PROPOSED EASEMENT AND SALE OF SAME IN ACCORDANCE WITH THE PROVISIONS MCA §21-17-1, AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, having made due investigation, do now find and determine as follows, to-wit:

- a. That BellSouth Telecommunications, Inc., has requested to purchase from the City an exclusive easement upon, over and under a certain parcel of land situated and being located in a part of Lot 1, Block 7, Harbor View Addition, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

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Beginning at the Southeast corner of Lot 1, Block 7, HARBOR VIEW ADDITION; thence run South 89 degrees 59 minutes 20 seconds West 30.00 feet along the south line of said Lot 1; thence run North 00 degrees 00 minutes 00 seconds East 30.00 feet; thence run North 89 degrees 59 minutes 20 seconds East 30.00 feet to the east line of said Lot 1 and the westerly margin of Lang Avenue; thence run South 00 degrees 00 minutes 00 seconds West 30.00 feet along the east line of said Lot 1 and the westerly margin of Lang Avenue to the Point of Beginning.

as is set forth in the proposal of said company, a true and correct copy of which is attached hereto and incorporated herein; and

- b. That the parcel described in part a, above, is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality; and
- c. That the sale of the exclusive easement upon, over and under said parcel in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality, and
- d. That the use of such easement upon, over and under such parcel by BellSouth Telecommunications, Inc, for the purpose for the which it is to be sold, which purposes are set forth in the proposed easement grant attached as Exhibit "A" hereto and incorporated herein, will promote and foster the development and improvement of the City of Long Beach and the civic, social and economic welfare thereof BellSouth Telecommunications, Inc.; and
- e. That the said exclusive easement upon, over and under said parcel should be sold without advertisement for and acceptance of competitive bids, pursuant to and in accordance with the provisions of MCA §21-17-1, but in no event shall the sales price be less than \$5,000.00. 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 Mayor is hereby authorized, for and on behalf of the City of Long Beach, Mississippi, to select three professional property appraisers, each of whom shall be approved by BellSouth Telecommunications, Inc., and who

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shall, upon such approval, appraise the easement sought by BellSouth Telecommunications, Inc. which proposed easement is described on Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That upon completion of the appraisals by such 3 professional property appraisers, the said easement shall be sold to BellSouth Telecommunications, Inc., for the average of the fair market price for such easement as determined by the aforesaid 3 professional property appraisers, or the sum of \$5,000.00, whichever is greater.

SECTION 3. The appraisal fees incurred for the aforesaid appraisers shall be shared equally by the municipality and by BellSouth Telecommunications, Inc.

SECTION 4. This resolution shall take effect and be in force from and after its adoption.

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

Alderman Richard Notter	voted Aye
Alderman Richard Burton	voted Aye
Alderman Charles A. Boggs	voted Aye
Alderman Richard Bennett	voted Absent, Not Voting
Alderman Allen D. Holder, Jr.	voted Absent, Not Voting
Alderman Joseph McNary	voted Absent, Not Voting
Alderman Mark E. Lishen	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 adopted and approved this the 16th day of May, 2006.

APPROVED:

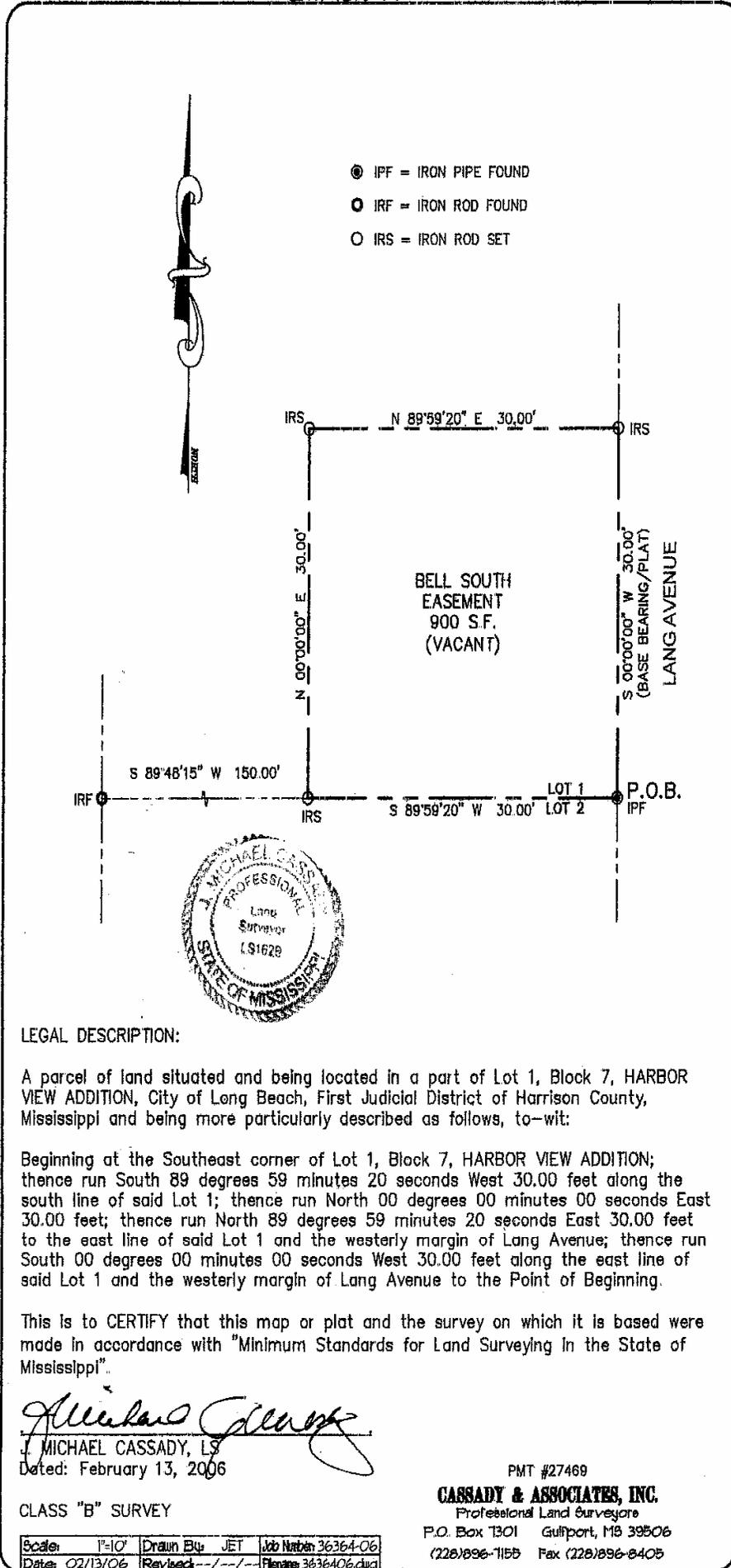
WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

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EXHIBIT "A"



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The City Attorney reported that pursuant to that certain order of the Mayor and Board of Aldermen at a public hearing duly held and convened on August 16, 2005, that he prepared an ordinance for a reclassification in zoning from Single Family Residential (R-1) to Multi-Family Residential (R-3) as applied by Mary Hartel Anderson, Tiffany Gardens, LLC, 629 East Beach Boulevard, Long Beach, Mississippi. The matter was overlooked in the aftermath of Hurricane Katrina which devastated the area on August 29, 2005.

After considerable discussion, the ordinance was taken under advisement for further consideration at the next regular meeting, June 6, 2006, to afford the opportunity for a review of the August 16, 2005, minutes.

There came on for consideration a personnel matter in the Building Permit Office and discussion was held to preliminarily determine whether or not to declare an executive session. Upon further discussion, Alderman Notter made motion seconded by Alderman Burton to meet in executive session for the transaction of public business, to-wit: to discuss and seek additional information regarding personnel matters in the Building Permit Office.

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

Alderman Richard Notter	voted	Aye
Alderman Richard Burton	voted	Aye
Alderman Charles Boggs	voted	Aye
Alderman Richard Bennett	voted	Absent, Not Voting
Alderman Allen D. Holder, Jr.	voted	Absent, Not Voting
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Absent, Not Voting

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon, the Mayor and Board of Aldermen met in executive session.

* * * * *

The meeting resumed in open session and based upon discussion held and information obtained in executive session, no formal action was required or taken.

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

APPROVED:

Alderman Allen D. Holder, Jr., At-Large

Alderman Charles A. Boggs, Ward 1

Alderman Richard Notter, Ward 2

Alderman Richard Burton, Ward 3

Alderman Joseph McNary, Ward 4

Alderman Mark Lishen, Ward 5

Alderman Richard Bennett, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruoff, City Clerk