

Minutes of May 20, 2008
Mayor and Board of Aldermen

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, 2008, 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, Joseph McNary, Mark Lishen, Carolyn Anderson, Deputy City Clerk Mimi McMath and City Attorney Frank R. McCreary, III.

Alderman Allen D. Holder, Jr., and City Clerk Rebecca E. Schruoff were absent the meeting.

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

Alderman McNary arrived late and was preliminarily absent the meeting.

The meeting was called to order and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a recess meeting duly and convened on April 2, 2008, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County; The Clarion-Ledger, Hinds County, Mississippi; The Times-Picayune, New Orleans, Louisiana; and The Press-Register, Mobile, Alabama, Legal Notice, Advertisement for Bids, "HURRICANE KATRINA – PHASE IV LONG BEACH SMALLCRAFT HARBOR FUEL FACILITY", as evidenced by the Publishers' Proofs of Publication.

Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to spread said Proofs of Publication upon the minutes of this meeting in words and figures, as follows:

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS
 The City of Long Beach, Mississippi, will receive bids for HURRICANE KATRINA REPAIRS - PHASE IV LONG BEACH SMALLCRAFT HARBOR FUEL FACILITY at the Office of the City Clerk, Temporary City Hall on Kondyke Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:00 P.M., May 6, 2008.
 Bids are invited for the furnishing of materials, labor and equipment to construct a complete functioning fuel and pump-out facility to service smallcraft at the Long Beach Smallcraft Harbor. Contract Documents and Technical Specifications (including Drawings), are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.
 Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$50.00, non-refundable fee.
 A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach - HURRICANE KATRINA REPAIRS - PHASE IV, Long Beach Smallcraft Harbor, Harbor Fuel Facility, shall be submitted with each bid.
 For bids exceeding \$50,000, Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000".
 The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informality in the bidding.
 Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids, for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.
 Done by order of the Mayor and Board of Aldermen, April 2, 2008.
 City of Long Beach, Mississippi.
 By: S/REBECCA SCHUFF
 Title: CITY CLERK
 #8,adv7,14,2MON

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie Garner who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Vol. 124 No., 187 dated 7 day of Apr, 20 08
- Vol. 124 No., 194 dated 14 day of Apr, 20 08
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

APR 16 2008

Julie Garner
 Clerk

Sworn to and subscribed before me this 16 day of

April, A.D., 20 08

KANDI A. BERKLEY
 Notary Public, State of Mississippi
 Harrison County
 My Commission Expires
 April 05, 2010

Kandi Berkley
 Notary Public

Printer's Fee \$ _____
 Furnishing proof of publication \$ _____
 TOTAL..... \$ _____

Minutes of May 20, 2008
Mayor and Board of Aldermen

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

RICK TYLER

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

PASTE PROOF HERE

2288631556A
CITY OF LONG BEACH,
0200128641
Hurricane Katrina Repairs

4/7/2008
4/14/2008

Size: 508 words / 2.00 col. x 71.00 lines
Published: 2 time(s)
Total: \$123.76

Signed *Rick Tyler*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 4/14/2008.

Ann Middeke
Notary Public
ANN MIDDEKE

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



ADVERTISEMENT FOR BIDS
City of Long Beach, Mississippi
The City of Long Beach, Mississippi, will receive bids for:
**HURRICANE KATRINA REPAIRS - PHASE IV
LONG BEACH SMALLCRAFT HARBOR
HARBOR FUEL FACILITY**
at the Office of the City Clerk, Temporary City Hall on Klondike Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M., May 6, 2008.
Bids are invited for the furnishing of materials, labor and equipment to construct a complete functioning fuel and pump-out facility to service smallcraft at the Long Beach Smallcraft Harbor.
Contract Documents and Technical Specifications (including Drawings), are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.
Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$50.00 non-refundable fee.
A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, HURRICANE KATRINA REPAIRS - PHASE IV, LONG BEACH SMALLCRAFT HARBOR, HARBOR FUEL FACILITY, shall be submitted with each bid.
For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."
The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalties in the bidding.
Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.
Done by order of the Mayor and Board of Aldermen, April 2, 2008.
City of Long Beach, Mississippi
By: S/REBECCA SCHRUFF
Title: CITY CLERK
April 7, 2008 April 14, 2008

Minutes of May 20, 2008
 Mayor and Board of Aldermen

The Times-Picayune

NEW ORLEANS, LOUISIANA 70140-1097 TELEPHONE (504) 826-3206

ADVERTISEMENT FOR BIDS

City of Long Beach, Mississippi

The City of Long Beach, Mississippi, will receive bids for:

HURRICANE KATRINA REPAIRS - PHASE IV LONG BEACH SMALLCRAFT HARBOR FUEL FACILITY

at the Office of the City Clerk, Temporary City Hall on Mandeville Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M., May 6, 2008.

Bids are invited for the furnishing of materials, labor and equipment to construct a complete functioning fuel and pump-out facility to service smallcraft at the Long Beach Smallcraft Harbor.

Contract Documents and Technical Specifications (including Drawings), are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hewas Avenue at 25th Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$50.00 non-refundable fee.

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, HURRICANE KATRINA REPAIRS - PHASE IV Long Beach Smallcraft Harbor, Harbor Fuel Facility, shall be submitted with each bid.

For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Done by order of the Mayor and Board of Aldermen, April 2, 2008.

City of Long Beach, Mississippi

By: SCHRUFF SREBECCA

Title: CITY CLERK

State of Louisiana

Parish of Orleans

City of New Orleans

Personally appeared before me, a Notary in and for the parish of Orleans, Robert J. Chiasson who deposes and says that he is the Accounts Receivable Manager, of The Times-Picayune Publishing Corporation, a Louisiana Corporation, Publishers of The Times-Picayune, Daily and Sunday, of general circulation; doing business in the City of New Orleans and the State of Louisiana, and that the attached

BIDS & PROPOSALS

Re: Advertisement bids City of Long Beach, Mississippi
 Hurricane Katrina Repairs-Phase IV Long Beach Small

Advertisement of City Of Long Beach Mississippi

P.O. BOX 929
 Long Beach, MS. 39560

Was published in The Times Picayune

3800 Howard Ave.
 New Orleans, La. 70125

On the following dates April 7, 14, 2008

Robert J. Chiasson

Sworn to and subscribed before me this

15th Day of April, 2008

Charles A. Ferguson, Jr.

Notary Public

My commission expires at my death.

Charles A. Ferguson, Jr.

Notary identification number 23492

I attest that the copy attached hereto as "Exhibit A" is a true and correct copy of the advertisement published in The Times Picayune on these dates.

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

PRESS-REGISTER

LEGAL AFFIDAVIT

Account Number: 1057428
Period Ending: 04/14/08

Name: CITY OF LONG BEACH MISSISSIPPI
Sale Rep: Laura Lenoir

Questions Please Call: (251) 219-5405

CITY OF LONG BEACH MISSISSIPPI
ATTN: ACCOUNTS PAYABLE
P.O. BOX 929
LONG BEACH, MS 39560

• Press - Register
Lock Box 1712
Mobile, AL 36633-1712

START DATE	END DATE	AD NUMBER	P.O. NUMBER / DESCRIPTION	SAU SIZE	BILLED UNITS	TIMES RUN
04/07	04/14	I01317523-04072008	ADVERTISEMENT FOR BIDS City of Long Be	411 Words	411	2
						TOTAL:

MeCIA Carlson being sworn, says that she is bookkeeper of Press-Register which publishes a daily newspaper in the City and County of Mobile, State of Alabama: and attached notice appeared in the issue of

Press-Register 4/7/2008, 4/14/2008

MeCIA Carlson
Sworn to and subscribed before me this 14th day of April 2008

Brandi W. Cook
NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL MECIA CARLSON AT (251) 219-5418. YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX: LEGALS@PRESS-REGISTER.COM OR FAX# (251) 219-5037

**WE APPRECIATE YOUR BUSINESS
PRESS REGISTER LOCK BOX 1712, MOBILE, ALABAMA 36633
FOR BILLING INQUIRIES - CALL (251) 219-5405 OR (251) 219-5421**

ADVERTISEMENT FOR BIDS
City of Long Beach, Mississippi
The City of Long Beach, Mississippi, will receive bids for:
HURRICANE KATRINA REPAIRS - PHASE IV
LONG BEACH SMALLCRAFT HARBOR
HARBOR FUEL FACILITY
at the Office of the City Clerk, Temporary City Hall on Klondike Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M., May 6, 2008.
Bids are invited for the furnishing of materials, labor and equipment to construct a complete functioning fuel and pump-out facility to service smallcraft at the Long Beach Smallcraft Harbor.
Contract Documents and Technical Specifications (including Drawings), are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.
Plans and Specifications may be obtained at the office of A. Barner Russell & Associates, Inc., Consulting Engineers, Hewes Avenue at 23rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$50.00 non-refundable fee.
A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach HURRICANE KATRINA REPAIRS - PHASE IV, Long Beach Smallcraft Harbor, Harbor Fuel Facility, shall be submitted with each bid.
For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility - Number - on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate - Number - or else write clearly "Bid does not exceed \$50,000."
The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informaticies in the bidding.
Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.
Done by order of the Mayor and Board of Aldermen, April 2, 2008.
City of Long Beach, Mississippi
By: S/REBECCA SCHRUFF
Title: CITY CLERK
Press-Register
April 7, 14 2008

The Clerk further reported that one (1) bid was properly filed, whereupon, said bid was then and there publicly opened and read aloud as follows:

Kirk Ladner Excavating Contractors, Inc.
18226 Highway 53
Gulfport, MS 39503
Certificate of Responsibility No.: 07214
Bid Amount: \$261,361.00

Upon discussion, Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to take the aforesaid bids under advisement for review and

Minutes of May 20, 2008
Mayor and Board of Aldermen

tabulation by the City Engineer with a recommendation at the next regular meeting, June 3, 2008.

Alderman McNary arrived at the public meeting.

The Clerk reported that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, "KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – REQUESTS FOR PROPOSALS, LEGAL SERVICES", as evidenced by the Publisher's Proof of Publication.

Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to spread said Proof of Publication upon the minutes of this meeting in words and figures, as follows:

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS
 City of Long Beach, Mississippi
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HURRICANE KATRINA REPAIRS - PHASE IV
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 Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$50.00, non-refundable fee.
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 Done by order of the Mayor and Board of Aldermen, April 2, 2008.
 City of Long Beach, Mississippi
 By: **REBECCA SCHUFF**
 Title: CITY CLERK
 #8,adv7,14,2MON

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie Garner who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Vol. 124 No., 187 dated 7 day of Apr, 20 08
 Vol. 124 No., 194 dated 14 day of Apr, 20 08
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

APR 16 2008

Julie Garner
 Clerk

Sworn to and subscribed before me this 16 day of

April, A.D., 20 08

KANDI A. BERKLEY
 Notary Public, State of Mississippi
 Harrison County
 My Commission Expires
 April 05, 2010

Kandi Berkley
 Notary Public

Printer's Fee \$ _____
 Furnishing proof of publication \$ _____
 TOTAL..... \$ _____

The Clerk further reported that one (1) bid was properly filed, as follows:

Logan & Purvis
 2211 - 24th Avenue
 P.O. Box 4207
 Gulfport, MS 39502

Upon discussion, Alderman Notter made motion seconded by Alderman Lishen to accept the recommendation of the CDBG Legal Services Selection Committee.

By virtue of the fact that only one (1) bid was filed, Alderman Boggs offered substitute motion seconded by Alderman Anderson and unanimously carried to accept

Minutes of May 20, 2008 Mayor and Board of Aldermen

the recommendation of the CDBG Legal Services Selection Committee, subject to compliance with the Mississippi Development Authority (MDA) and HUD regulations.

Said recommendation is as follows:

CITY OF LONG BEACH MINUTES PROCUREMENT SELECTION COMMITTEE

RE: Legal Services

Members Present:

William Skellie, Jr.
Allen D. Holder, Jr.
George Bass

Mike Brown
Carolyn Anderson

The Committee reviewed one (1) proposal submitted for the services referenced above using the following rating criteria for evaluation:

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications	40
Experience	40
Capacity for Performance (Work Force)	20
Total Points	100

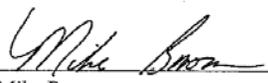
The Committee members assigned points to each firm or individual based on a careful review of the content of each proposal. The firm receiving the highest number of points from each Committee member received one (1) vote from each member.

<u>Committee Member</u>	<u>Firm</u>	<u>Total Points</u>	<u>Vote</u>	<u>Total Votes</u>
<u>William Skellie, Jr.</u>	<u>Logan & Purvis</u>	<u>100</u>	<u>yes (1)</u>	<u>yes (1)</u>
<u>Mike Brown</u>	<u>Logan & Purvis</u>	<u>100</u>	<u>yes (1)</u>	<u>yes (1)</u>
<u>Allen D. Holder, Jr.</u>	<u>Logan & Purvis</u>	<u>100</u>	<u>yes (1)</u>	<u>yes (1)</u>
<u>Carolyn Anderson</u>	<u>Logan & Purvis</u>	<u>100</u>	<u>yes (1)</u>	<u>yes (1)</u>
<u>George Bass</u>	<u>Logan & Purvis</u>	<u>100</u>	<u>yes (1)</u>	<u>yes (1)</u>

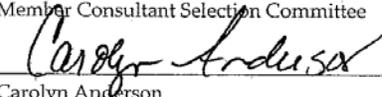
Based upon the tabulation of points, the proposal submitted by Logan & Purvis received the highest number of points.

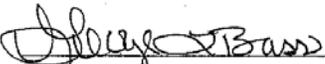
Pursuant to the HUD regulation entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", said regulation being referred to as the "Common Rule" and the Selection and Procurement Procedures for the City of Long Beach, Mississippi, the Committee, therefore, recommends the selection for the firm of Logan & Purvis to perform Legal Services.


William Skellie, Jr.
Member Consultant Selection Committee


Mike Brown
Member Consultant Selection Committee

Allen D. Holder, Jr.
Member Consultant Selection Committee


Carolyn Anderson
Member Consultant Selection Committee


George Bass
Member Consultant Selection Committee

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

RECOMMENDATION OF SELECTION COMMITTEE

RE: Legal

Pursuant to HUD regulation entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Tribal Governments; said regulation being referred to as the "Common Rule", Long Beach, Mississippi, requested proposals for Legal Services.

The following proposals were received in the City Clerk's Office no later than 3:00 p.m., Friday, May 9, 2008. The Selection Committee met on Friday, May 16, 2008, at 10:00 a.m. to review the proposals received from the following firms and/or individuals.

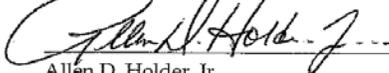
Logan & Purvis
2211 -- 24th Avenue
P.O. Drawer 4207
Gulfport, MS 39502

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the highest number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to Logan & Purvis. The Firms that were evaluated are listed in order of the points assigned.

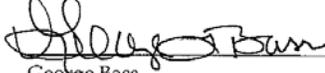
<u>Firm</u>	<u>Total Points</u>
<u>Logan & Purvis</u>	<u>500</u>
_____	_____
_____	_____
_____	_____



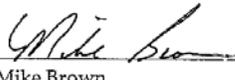
William Skellie
Selection Committee Member



Allen D. Holder, Jr.
Selection Committee Member



George Bass
Selection Committee Member



Mike Brown
Selection Committee Member



Carolyn Anderson
Selection Committee Member

Minutes of May 20, 2008
Mayor and Board of Aldermen

CERTIFICATION

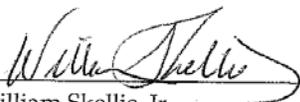
This is to certify that I, William Skellie, Jr., am a member of the Selection Committee for the "CDBG Program" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Law Firm listed below:

Logan & Purvis
2211 - 24th Avenue
P.O. Drawer 4207
Gulfport, MS 39502



William Skellie, Jr.

5/16/08

Date

Minutes of May 20, 2008
Mayor and Board of Aldermen

CERTIFICATION

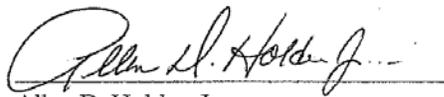
This is to certify that I, Allen D. Holder, Jr., am a member of the Selection Committee for the "CDBG Program" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Law Firm listed below:

Logan & Purvis
2211 - 24th Avenue
P.O. Drawer 4207
Gulfport, MS 39502


Allen D. Holder, Jr.

5/16/2005
Date

Minutes of May 20, 2008 Mayor and Board of Aldermen

Allen D. Holder, Jr.

LONG BEACH, MISSISSIPPI SELECTION COMMITTEE

DATE: May 16, 2008

SELECTION OF: Legal Services

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS: Information reflecting qualifications of persons to be assigned to provide services.	40
2.	EXPERIENCE: Information regarding the experience of the firm particularly Community Development Programs. The information submitted should as a minimum include: (1) Type of Federal Program; (2) The amount of Federal Funds; (3) Types of project activities undertaken; (4) The Request for Proposals request detailed information with regard to experience in specific areas pertinent to Federally assisted projects.	40
3.	CAPACITY FOR PERFORMANCE: Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous record with regard to performance in Federally assisted programs	20
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>	<u>TOTAL POINTS</u>
	1 2 3	
Logan & Purvis	40 40 20	100

Minutes of May 20, 2008
Mayor and Board of Aldermen

CERTIFICATION

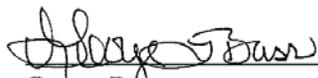
This is to certify that I, George Bass, am a member of the Selection Committee for the "CDBG Program" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Law Firm listed below:

Logan & Purvis
2211 - 24th Avenue
P.O. Drawer 4207
Gulfport, MS 39502


George Bass

5-16-08
Date

Minutes of May 20, 2008 Mayor and Board of Aldermen

George Bass

LONG BEACH, MISSISSIPPI SELECTION COMMITTEE

DATE: May 16, 2008

SELECTION OF: Legal Services

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS: Information reflecting qualifications of persons to be assigned to provide services.	40
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	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>	<u>TOTAL POINTS</u>
	1 2 3	
Logan & Purvis	40-40-20	100

Minutes of May 20, 2008
Mayor and Board of Aldermen

CERTIFICATION

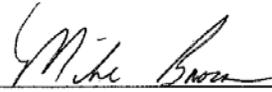
This is to certify that I, Mike Brown, am a member of the Selection Committee for the "CDBG Program" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

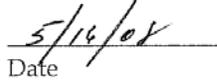
has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Law Firm listed below:

Logan & Purvis
2211 - 24th Avenue
P.O. Drawer 4207
Gulfport, MS 39502



Mike Brown



Date

Minutes of May 20, 2008
Mayor and Board of Aldermen

CERTIFICATION

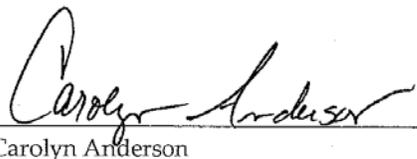
This is to certify that I, Carolyn Anderson, am a member of the Selection Committee for the "CDBG Program" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Law Firm listed below:

Logan & Purvis
2211 - 24th Avenue
P.O. Drawer 4207
Gulfport, MS 39502



Carolyn Anderson

5-16-08
Date

Minutes of May 20, 2008 Mayor and Board of Aldermen

Carolyn Anderson

LONG BEACH, MISSISSIPPI SELECTION COMMITTEE

DATE: May 16, 2008

SELECTION OF: Legal Services

	CRITERIA	MAXIMUM POINTS
1.	QUALIFICATIONS: Information reflecting qualifications of persons to be assigned to provide services.	40
2.	EXPERIENCE: Information regarding the experience of the firm particularly Community Development Programs. The information submitted should as a minimum include: (1) Type of Federal Program; (2) The amount of Federal Funds; (3) Types of project activities undertaken; (4) The Request for Proposals request detailed information with regard to experience in specific areas pertinent to Federally assisted projects.	40
3.	CAPACITY FOR PERFORMANCE: Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous record with regard to performance in Federally assisted programs	20
TOTAL POINTS		100

NAME	CRITERIA	TOTAL POINTS
	1 2 3	
Logan & Purvis	40 40 20	100

There were no announcements, presentations or proclamations.

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to suspend the rules and amend the Municipal Docket to include the following:

Item VI.1. Fire and Police Department Personnel Matters.

Minutes of May 20, 2008
Mayor and Board of Aldermen

Item.IX.1.b. DOCKET OF CLAIMS; 052008; Payment to Postmaster, Post Office Box 929 in the Amount of \$208.00.

Based upon the recommendation of Police Chief Wayne McDowell, Fire Chief George Bass and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve personnel matters, as follows:

Fire Department:

Step Increase, Battalion Chief Scott Dubuisson, PS-18-IV, effective June 1, 2008;

Step Increase, Lieutenant Uwe O. Rheinfrank, PS-17-III, effective June 16, 2008;

Firefighter 1st Class Jared Bolton, PS-9, effective June 16, 2008;

Lieutenant Neal Gatian, PS-14-1, effective May 1, 2008;

Police Department:

Step Increase, 1st Class Patrol Sergeant Ray Bell, PS-12-IV, effective June 1, 2008;

New Hire, Police Officer Chad J. Kiser, PS-10-Basic, June 1, 2008;

There were no public comments regarding the agenda.

Alderman McNary made motion seconded by Alderman Burton and unanimously carried to approve the regular meeting and executive session minutes of the Mayor and Board of Aldermen dated May 6, 2008, with exception to action taken denying the application for Home Occupation as submitted by Shelly Martin, 206 Kuyrkendall Place, Long Beach, Mississippi, noting for the record that Alderman Burton was absent the Executive Session.

* * * * *

There came on for consideration an appeal filed by Shelly Martin, as follows:

Minutes of May 20, 2008
Mayor and Board of Aldermen

RECEIVED MAY 12 2008 3:45 PM *Re*

To: City Clerk of Long Beach

Dear Ms. Becky Schruff,

I write this letter to you today to express my grievance with the decision of the City denying my application for a salespersons home office business license. I believe there is a communication error in what the City believes my intent to be. I am not sure how much detail you wish but here goes.

I have been in the Spa/Hot tub Industry now going on 18 years. I have worked for many manufacturers doing Trade, Home & Garden, Outdoor Patio and Contractor 'type' shows. In doing this I have built a reputation for myself in this industry and sell lots of products for them. Quite often I have follow up business from these shows. I also establish dealers for these manufacturers. Unfortunately for me, these after show sales I often lose because I have not been able to process/accept payments, normally they are processed through the manufacturer's credit card machine during the events. The products are never touch by my hands. They are directly shipped to the customer from the manufacturer. My need for a home office is merely to have a computer, fax machine and telephone line to process orders from the follow up business I try very hard to attain. As with any industry trust is always an issue when it comes to monies due and I have not been shielded from this. If I had an operating business license I could establish my own means of accepting payment and would never have this problem. Ultimately providing a good living for my daughter (15 years old), my grandmother and myself.

I reside with my 83 year old grandmother. Post Katrina she has had the misfortune of P.T.S.S (Post Traumatic Stress Syndrome) and the onset of Alzheimer's. It is so very important for me to be able to work from home so I can continue to be home with her and help care for her. My mother works a full time job and has a second job her and my father do together. I am 1 of 5 children and the only one who can live with her full time and help care for her. Honestly, I don't feel I should have to go into great detail in airing my family's personal issues but the City has left me little choice. Two of the cities Alderman are family. They should be able to acknowledge my story.

I do plan to be at the meeting on the 20th I believe you noted to answer any and all questions. If need be I will have my grandmother present as well as my mother.

Very Kind Regards,



Shelly Martin

After considerable discussion, Alderman Notter made motion seconded by Alderman Lishen and unanimously carried approving the application for Home Occupation to operate a home office as submitted by Shelly Martin, 206 Kuyrkendall Place, Long Beach, Mississippi, stipulating that there would be no one coming to the home in relation to the home occupation.

There came on for consideration the May 8, 2008, Planning Commission minutes and action was taken as follows:

Minutes of May 20, 2008
Mayor and Board of Aldermen

Alderman Boggs made motion seconded by Alderman Lishen to approve the aforesaid minutes with exception to action taken by the Planning Commission approving an application for Special Exception Use (Home Occupation) to operate a massage therapy business at 220 Clower Avenue, as submitted by Judith A. Zugg.

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	Nay
Alderman Carolyn Anderson	voted	Aye
Alderman Allen D. Holder, Jr.	voted	Absent, Not Voting
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Nay

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

Alderman McNary made motion seconded by Alderman Notter and unanimously carried to approve the May 15, 2008, Port Commission minutes, as submitted.

Alderman Anderson made motion seconded by Alderman McNary and unanimously carried to approve payment of invoices as listed in Docket of Claims number 052008, inclusive of three additional invoices, as follows:

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

Sawyer Foster Insurance Services, LLC

Please Remit Payment To:
Beecher Carlson/Master Trust
P.O. Box 933216
Atlanta, GA 31193-3216

Please Direct Wire Payment To:
Wachovia Bank, N.A.
171 17th Street, Atlanta, GA 30363
Beecher Carlson/Master Trust
Account #2000016953071 ABA Routing #061000227

Long Beach City of
Attn: Rebecca Schruoff
P O Box 929
Long Beach, MS 39560

91 (33)

INVOICE

Customer	Long Beach City of 12893
Date	03/21/2008
Customer Service	(228)864-1550
Page	1 of 1

Payment Information	
Invoice Summary	2,488.00
Payment Amount	
Payment for:	Invoice#276773 OH06800271

Thank You

Please detach and return with payment

Customer: Long Beach City of

Invoice	Effective	Transaction	Description	Amount
276773	03/20/2008	New business	Policy #OH06800271 03/20/2008-03/20/2009 Travelers Hull and P&I - New business	2,488.00
<p>ENTER MAY 20 2008</p> <p>VENDOR # <u>426</u> ACCOUNT # <u>146-629300</u></p>				
				Total
				2,488.00
				Thank You
				Date
				03/21/2008

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

Lawyer Foster Insurance Services, LLC

Please Remit Payment To:
Beecher Carlson/Master Trust
P.O. Box 933216
Atlanta, GA 31193-3216

Please Direct Wire Payment To:
Wachovia Bank, N.A.
171 17th Street, Atlanta, GA 30363
Beecher Carlson/Master Trust
Account #2000016953071 ABA Routing #061000227

Long Beach City of
Attn: Rebecca Schruoff
P O Box 929
Long Beach, MS 39560

04/57

INVOICE

Customer	Long Beach City of 12893
Date	03/21/2008
Customer Service	(228)864-1550
Page	1 of 1

Payment Information	
Invoice Summary	5,140.00
Payment Amount	
Payment for:	Invoice#276775
OL06800647	

Thank You

Please detach and return with payment

Customer: Long Beach City of

Invoice	Effective	Transaction	Description	Amount
276775	03/20/2008	New business	Policy #OL06800647 03/20/2008-03/20/2009 Travelers Marina Operator's Liability - New business	5,140.00
				Total
				5,140.00

ENTER
MAY 20 2008

VENDOR # 426
ACCOUNT # 146-629300

Thank You

	Date
	03/21/2008

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

ENTER
MAY 20 2008

Notice 32-B, July 2000

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



**Box or caller fee due by
the last day of this month**
Boxes will be closed if fee is not paid by due date.
Please disregard if payment has been made.
Please write box number on your check.

VENDOR # 623
ACCOUNT # 146-615700

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 999998

POSTAGE WILL BE PAID BY ADDRESSEE

**PO BOX FEE PAYMENT
POSTMASTER**

POSTMASTER
200 KLONDYKE RD.
LONG BEACH MS 39560-9998

Print
Post Office
Address Here

P.O. Box Fee Due

Box # 929
LONG BEACH CITY HALL
BOX 6 Months: \$104.00 12 Months: \$208.00
Due Date: 5/31/2008

\$ _____
 Annual
 Semiannual
 Reserved No.



If Undeliverable as Addressed,
Return to Local Postmaster

Alderman Notter made motion seconded by Alderman Burton 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 request for placement of a motor home, Jimmie A. Holbrook, 260 East 4th Street, as follows:

Minutes of May 20, 2008 Mayor and Board of Aldermen

CITY OF LONG BEACH, MISSISSIPPI
P.O. BOX 929
201 JEFF DAVIS AVENUE
LONG BEACH, MISSISSIPPI 39560
TELEPHONE: (228) 863-1556
FAX: (228) 863-1558
cityclerk@cityoflongbeachms.com

FOR OFFICE USE ONLY
DATE RECEIVED: <u>5/15/08</u>
VERIFY DOCUMENTS: <input checked="" type="checkbox"/> SUBMITTED <input type="checkbox"/> JUNE
TIME: <u>2:50</u>
BY:  (Signature)

REQUEST TO BE PLACED ON AGENDA FOR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
(PLEASE PRINT)

Name of Person Making Request: JIMMIE A HOLBROOK
Address: 192 LAKESHORE RD Telephone: 601 372 9510 Fax: 601 372 9510
E-Mail Address: JACKSON, MS 39212 CELL: 601 940 5366

Name of Person Addressing Mayor and Board of Aldermen: Jimmie A. Holbrook or
(If different from above) AL Position
Address: 260 E. 4th St - Long Beach Telephone: 601 960 5366 Fax: 601 960 5366
230 E. 2nd St - Long Beach Telephone: 228-845-0623 Fax: 547-1224

Detailed Description of Specific Subject Matter to be Discussed (Description must be clear and concise - avoid vague terms and generalizations):
WOULD LIKE TO HAVE LIGHT, WATER SEWER ON MY
LOT AT 260 E 4th ST TO PARK MY MOTOR HOME
WHILE MY HOUSE IS UNDER CONSTRUCTION

(If additional space is needed, please use the back of this form)
Date of Meeting: 5/20/08 No. of Participants: 2
(Regular meetings are held on the first and third Tuesday of Every Month at 5:30 p.m., Long Beach School District Office, 19148 Commission Road)

Type of Presentation: Personally Address Power Point
(check one or more) Presentation/Handouts Audio Tape
 Photos/Video/Slides Other (Specify Below)

- Other: ******* PLEASE READ CAREFULLY *******
- Requests and ten (10) copies of all accompanying documents MUST be filed with the City Clerk no later than 12:00 p.m. (noon) the Friday preceding Tuesday's meeting.
 - Requests and accompanying documents received after the Friday, noon deadline WILL NOT be placed on the agenda or distributed to the Mayor and Board of Aldermen at this time.
 - Forms received that are not clear and concise as to subject matter will not be placed on the agenda.
 - Subject matter shall be limited to ten (10) minutes or as otherwise specified by the Mayor and Board of Aldermen during the course of the meeting.
 - Items will be placed on the agenda in the order they are received under the appropriate heading.
 - Upon the determination by the City Clerk that the agenda is full, additional items will be placed on the next regular meeting agenda, even if properly submitted prior to deadline.
 - The Mayor and Board of Aldermen reserve the right to disallow and/or remove any item from the agenda.
 - Agenda items are subject to change without prior notice.

Accompanying Documents Attached? yes no
Date: 5-5-08 Signed: Jimmie A Holbrook
(Person Making Request)

ADOPTED:08.02.05

Alderman Lishen made motion seconded by Alderman Boggs and unanimously carried to approve the request submitted by Jimmie A. Holbrook, as set forth above, stipulating that Mr. Holbrook must obtain a residential building permit prior to obtaining a permit for placement of a motor home. Said mobile home must be removed upon timely completion of residence.

Minutes of May 20, 2008 Mayor and Board of Aldermen

There came on for consideration a report from the Building Official regarding the placement of a Katrina Cottage, Rebecca Gaskin, 137 Markham Drive, Long Beach, Mississippi.

The Mayor recognized Ms. Gaskin and after considerable discussion it was determined that the cottage could remain as is without any further action.

* * * * *

Alderman Anderson made motion seconded by Alderman Burton and unanimously carried to approve Change Order Number 1 and Change Order Number 2, Senior Citizen and Recreation Facility, as follows:


AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Long Beach Senior Citizen & Recreation Facility Daugherty Rd Long Beach, MS 39560	CHANGE ORDER NUMBER: 001 DATE: May 13, 2008	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Flagstar Construction Company, Inc. 2006 Aspen Cove Brandon, MS 39042	ARCHITECT'S PROJECT NUMBER: 8273 CONTRACT DATE: February 15, 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Furnish Builders Risk Insurance for new Senior Citizen and Recreation Facility for duration of construction cancelling Final Completion and/or owner occupies building. ADD \$54,233.00

The original Contract Sum was	\$ 2,906,086.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,906,086.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 54,233.00
The new Contract Sum including this Change Order will be	\$ 2,960,319.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Larson Kramer & Associates</u> ARCHITECT (Firm name)	<u>Flagstar Construction Company, Inc.</u> CONTRACTOR (Firm name)	<u>City of Long Beach, MS</u> OWNER (Firm name)
<u>701 North York Rd, Hinsdale, IL 60521</u> ADDRESS	<u>2006 Aspen Cove, Brandon, MS 39042</u> ADDRESS	<u>645 Klondyke Rd, P.O. Box 929, Long Beach, MS 39560</u> ADDRESS
<u>[Signature]</u> BY (Signature)	<u>[Signature]</u> BY (Signature)	<u>[Signature]</u> BY (Signature)
<u>[Typed name]</u> (Typed name)	<u>Steve Rowell, President</u> (Typed name)	<u>William Skellie, Jr., Mayor</u> (Typed name)
<u>[DATE]</u> DATE	<u>May 13, 2008</u> DATE	<u>[DATE]</u> DATE

Minutes of May 20, 2008
Mayor and Board of Aldermen



14116 CUSTOMS BLVD. STE. 105
(228) 822-4720
rdlawrence101@bellsouth.net

GULFPORT, MS - 39503
FAX: (228) 822-4768
www.flagstarconstruction.com

04/15/08

MAYOR WILLIAM SKELLIE, JR.
CITY OF LONG BEACH
201 JEFF DAVIS
LONG BEACH, MS 39560

FlagStar Construction Co., Inc. is offering the following change order to furnish Builders Risk Insurance for the new Senior Citizen and Recreation Facility:

Builders Risk Ins. -	\$18831.00
Deductible for all other perils except wind -	\$ 5000.00
Deductible of 2% on 1 st million of wind -	\$20000.00
Profit & Overhead -	\$ 8135.00
Tax -	\$ 1898.00
Bond -	\$ 369.00
Total Add -	\$54233.00

This policy has to be in affect before the official start of hurricane season or this quote is invalid.

ROBERT D. LAWRENCE

PROJECT MANAGER

Gulfport Office: 14116 CUSTOMS BLVD, STE 105 - GULFPORT, MS 39503

(228) 822-4720

FAX: (228) 822-4768

Minutes of May 20, 2008 Mayor and Board of Aldermen

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Long Beach Senior Citizen & Recreation Facility Daugherty Rd Long Beach, MS 39560	CHANGE ORDER NUMBER: 002 DATE: May 13, 2008	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Flagstar Construction Company, Inc. 2006 Aspen Cove Brandon, MS 39042	ARCHITECT'S PROJECT NUMBER: 8273 CONTRACT DATE: February 15, 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

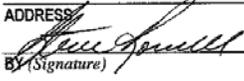
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Eliminate the new manhole on Daugherty and tap into the existing manhole located just North of the proposed new manhole.
DEDUCT \$2,235.00

The original Contract Sum was	\$ 2,906,086.00
The net change by previously authorized Change Orders	\$ 54,233.00
The Contract Sum prior to this Change Order was	\$ 2,960,319.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 2,235.00
The new Contract Sum including this Change Order will be	\$ 2,958,084.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Larson Kramer & Associates	Flagstar Construction Company, Inc.	City of Long Beach, MS
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
701 North York Rd, Hinsdale, IL 60521	2006 Aspen Cove, Brandon, MS 39042	645 Klondyke Rd, P.O. Box 929, Long Beach, MS 39560
ADDRESS	ADDRESS	ADDRESS
BY (Signature)		BY (Signature)
(Typed name)	Steve Rowell, President	William Skellie, Jr., Mayor
DATE	May 13, 2008	DATE

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Minutes of May 20, 2008
Mayor and Board of Aldermen



14116 CUSTOMS BLVD. STE. 105
(228) 822-4720
rdlawrence101@bellsouth.net

GULFPORT, MS 39503
FAX: (228) 822-4768
www.flagstarconstruction.com

04/15/08

MAYOR WILLIAM SKELLIE, JR.
CITY OF LONG BEACH
201 JEFF DAVIS
LONG BEACH, MS 39560

FlagStar Construction Co., Inc. is offering the following deduct to eliminate the new manhole on Daugherty and tap into the existing manhole just North of the proposed new manhole:

Credit for one manhole (see attached) -	\$ 899.00
Credit for labor (still have labor to excavate and tap existing) -	\$1101.00
Profit, Overhead and Taxes -	<u>\$ 235.00</u>
Total credit -	\$2235.00

ROBERT D. LAWRENCE

PROJECT MANAGER

Gulfport Office: 14116 CUSTOMS BLVD, STE 105 – GULFPORT, MS 39503

(228) 822-4720

FAX: (228) 822-4768

There came on for consideration a letter with attachments from Police Chief Wayne McDowell, as follows:

Minutes of May 20, 2008
Mayor and Board of Aldermen



POLICE DEPARTMENT

228-863-7292

CITY OF LONG BEACH

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

Date: May 14, 2008

To: Mayor Skellie
Board of Alderman

From: Wayne McDowell
Chief of Police

Re: Appointment to Commander Position

Pursuant to Civil Service rule 9.2.4 the position of Commander is appointed by the Chief of Police subject to approval by the City Council. The appointment shall be at will and the appointment shall serve at the pleasure of the Chief of Police. The appointee shall retain Civil Service status and rank already attained at the time as designation to Commander. While serving as Commander the appointee will continue to test for promotion through Civil Service competitive testing procedures. To be eligible for appointment to the position an employee must have obtained the rank of lieutenant or above for two years and possess a Bachelors Degree in Criminal Justice or a related field, or is pursuing a degree.

With the retirement of Commander Schultz and in furtherance of my reorganization of the Department, I hereby, submit William Seal for appointment to the position of Commander as of May 1, 2008. Seal has 12 years of law enforcement experience with Long Beach Police Department and has attended a 10 week command course, School of Police Staff and Command, at Northwestern University. Seal is currently a lieutenant with the Department and has less than a year of college left to receive his Bachelor's degree with USM.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne McDowell".

Wayne McDowell
Chief of Police

cc. Civil Service Commission

**Minutes of May 20, 2008
Mayor and Board of Aldermen**

PERSONNEL CHANGES / REQUEST / NEW HIRES

Employee Name: William Seal

Department: Long Beach Police Department

Personnel Action Requested: Appointed Position
(Step Increase, New Hire, Promotion, etc.)

Present Rank / Position: Lieutenant

Present Civil Service Step-Grade: PS-15-VIII

New Rank / Position: Commander

New Civil Service Step-Grade: PS-18-VIII

Other Information: _____

Pending Civil Service Approval

* Effective Date of Change / Hire: 1 June 2008

Signature of Supervisor: _____

Signature of Department Head: 

Submitted to Civil Service Commission: _____
Signature Date

Noted and certified for the Record: _____
Signature Civil Service Chairman Date

---FORWARD TO CITY CLERK FOR AGENDA---

Approved by Mayor and Board of Alderman: _____
Date

* Effective dates should fall within a pay period on the 1st or the 16th of the month.

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14 May 2008

COMMANDER: The rank of *Commander* shall be appointed by the Chief of Police.

The appointment shall be at will, and the appointee shall serve at the pleasure of the Chief of Police. The appointee shall retain Civil Service status and rank already attained at the time of designation as *Commander*. While serving as *Commander* appointees will continue to test for promotion through established Civil Service competitive testing procedures.

To be eligible for the appointment to the rank of *Commander* in the Police Department a person must be the rank of Lieutenant or above, or be on the current lieutenant' promotional list and possess or be actively pursuing a Bachelors Degree in Criminal Justice, Public Administration, or other related field. The ideal candidate should also be a graduate of the Northwestern University, School of Public Safety, School of Police and Staff and Command, the F.B.I. Academy or the Southern Police Institute.

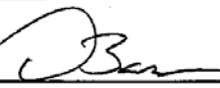
All appointees must have administrative and command level experience. They must have the ability to manage, supervise and coordinate the programs, activities and operations of the Long Beach Police Department.

The appointing authority (Chief of Police) may reassign an appointee. Upon reassignment, the appointee and the Civil Service Commission must be notified, in writing, of the reassignment. Upon being reassigned, the appointee will be restored to the highest previously attained Civil Service Rank.

The person selected to serve in the rank of *Commander* will be compensated at the salary level of Major, based upon the members continuous service with the Long Beach Police Department. In the event the member is reverted back to his/her civil service rank, based upon the members years of continuous service with the Long Beach Police Department.

Upon acceptance of the rank of *Commander*, the member will review and be required to sign a copy of the Civil Service Rule 9, Section 2.4, fully understanding that this an at will position appointed by the Chief of Police, and he/she can be reverted by the Chief of Police to their previous position held by the Civil Service Commission, with the appropriate adjustment also made in compensation. The original of this acceptance will be maintained in the members personnel file maintained at the Civil Service Commission, with a copy being maintained in the members Police Department personnel folder.

**I have read and understand the above provisions, and accept appointment to the rank of Commander with the Long Beach, Mississippi Police Department.
Effective for Promotional Purposes: 16 May 2008, Payroll Purposes upon approval of the City Council.**

Witness: 

Appointee 

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 8, 2010
BONDED THRU STEGALL NOTARY SERVICE

Based upon the recommendation of Chief McDowell and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to approve the appointment of Lt. Seal to the position of Commander, all as set forth above.

There came on for consideration a letter with attachment from Police Chief Wayne McDowell, as follows:

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POLICE DEPARTMENT

228-863-7292

CITY OF LONG BEACH

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

Date: May 7, 2008

To: Mayor Skellie
Board of Alderman

From: Wayne McDowell
Chief of Police

Re: Retiring Officer's Service Weapon

Dear Mayor and Board,

Mississippi Code 1972, et seq., annotated and as amended Section 45-9-131 allows the governing authorities to approve the purchase of a retiring law enforcement officer to purchase his/her sidearm which was issued to him by the law enforcement agency from which he retired. The governing authorities shall determine the amount to be paid for the firearm.

It is my request that you authorize Commander Schultz to purchase her assigned duty weapon, Glock 30 Ser# EVC930US, which has sentimental value to her. Keeping in mind that Commander Schultz's served 25 years with the City of Long Beach, I would suggest to you that considered a minimal amount of \$1.00 be paid for her sidearm.

I have attached a copy of statute 45-9-131 for your quick review.

Sincerely,


Wayne McDowell
Chief of Police

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§ 45-9-131. Purchase of sidearm by retiring member of municipal or county law enforcement agency.

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

Sources: Laws, 1995, ch. 462, § 1, eff from and after July 1, 1995.

<http://michie.com/mississippi/lpext.dll/mscode/df63/e149/e16e/e16f?f=templates&fn=doc...> 4/29/2008

Based upon the recommendation of Chief McDowell, Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve the purchase of service weapon in the amount of One Dollar (\$1.00), all as set forth above.

Based upon the recommendation of Police Chief Wayne McDowell, Alderman McNary made motion seconded by Alderman Notter to approve the Application for Beer Permit as submitted by James M. Necaise, II, "Finz" Fine Beer and Cigars, LLC, 5132 Beatline Road, Suite B, Long Beach, Mississippi.

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The motion carried upon the affirmative vote of all the Aldermen present and voting with Alderman Anderson abstaining.

There came on for consideration a letter with attachments from Project Manager, Derrel Wilson, Utility Partners, LLC, as follows:

UTILITY PARTNERS, LLC

Memo

To: REBECCA SCHRUFF, CITY CLERK
From: Derrel Wilson, Project Manager *DW*
CC:
Date: 5/13/2008
Re: PUBLIC WORKS COPIER RENEWAL

Please place the attached renewal Rental Agreement on the upcoming agenda. The current agreement for the Public Works' office copier has expired with Ricoh Business Solutions and we would like to renew for another 36 months.

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Revised Date: 01/10/2005

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

The Agreement is entered into by and between Long Beach Public Works/Utility Partners LLC (hereinafter referred to as "Customer"); and Ricoh Business Solutions (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.

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- D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (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

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lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, 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 SUPPLIES:**
- 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

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United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any 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 12th day of May, 2008.

Vendor: Ricoh Business Solutions

By: Casey Covacovich
Authorized Signature

Printed Name: Casey Covacovich

Title: Account Executive

WITNESS:

Ruffin J. Jonea
City of Long Beach

Witness my signature this the _____ day of May, 2008

State of Mississippi: Long Beach Public Works / ~~City of Long Beach~~ Utility Partners LLC

By: ✓ _____
Authorized Signature

Printed Name: ✓ _____

Title: ✓ _____

WITNESS:

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Mayor and Board of Aldermen**

There came on for consideration a request for permission to hold a "PRIDE OF LONG BEACH", Anniversary Festival, as follows:

REQUEST FOR FESTIVAL PERMISSION

"PRIDE OF LONG BEACH"

ANNIVERSARY FESTIVAL

MISSION: TO CELEBRATE THE FOUNDING OF LONG BEACH CITY AND ITS COMMUNITY.

A *FAMILY FRIENDLY* FESTIVAL PROMOTING PRIDE IN OUR CITY AND TO HELP RAISE FUNDS FOR THE LBHS BEARCAT BAND & THE CITY OF LONG BEACH. (PARKS & RECREATION DEPT/BEAUTIFICATION OF THE COMMUNITY OF LONG BEACH)

SATURDAY, AUGUST 9TH, 2008

ON THE GROUNDS OF HARPER MC CAUGHN AND SURROUNDING AREA

***INCLUDING:** MUSIC AND ENTERTAINMENT, KIDDIE FUN & ADVENTURE, ARTS & CRAFTS, COMMUNITY PARTICIPATION, CLUBS, CHURCHES, MILITARY, CIVIC AND NON-PROFIT ORGANIZATIONS, FOOD & FUN FOR THE WHOLE FAMILY!

*NO ALCOHOL/ FAMILY ORIENTED

*FESTIVAL COMMITTEE IS MADE UP MEMBERS OF *THE LBHS BEARCAT BAND BOOSTERS* IN PARTNERSHIP WITH THE *PARKS & RECREATION DEPT* (CITY OF LONG BEACH) WITH SUPPORT FROM THE *CHAMBER OF COMMERCE*.

***APPROVED BY THE LONG BEACH SCHOOL BOARD (MAY 12, 2008)**

Upon discussion, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the request as set forth above, directing the sponsors to meet with the appropriate Police Department representatives to finalize the arrangements.

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There came on for consideration a Memorandum of Understanding by and between the City of Long Beach and Mississippi Department of Transportation (MDOT) regarding traffic/incident management systems.

After considerable discussion, Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to take the matter under advisement for further consideration at the next regular meeting, June 3, 2008, directing the Police Department and City Attorney to research imagery.

There was no report from the City Attorney.

There were no public comments regarding general matters.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Notter made motion seconded by Alderman Lishen 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 Carolyn Anderson, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruoff, City Clerk

M.B. 61

REG:05.20.08