

Minutes of August 3, 2010
Mayor and Board of Aldermen

Be it remembered that public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held, at 5:00 o'clock p.m., Tuesday, the 3rd day of August, 2010, in the Long Beach School District Central Office, 19148 Commission Road, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearings.

There were present and in attendance on said board and at the public hearings the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruuff, and James C. Simpson, Jr.

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

The public hearings to consider five (5) derelict properties (swimming pools) were called to order and the Clerk reported that due to delays in notices to property owners, the hearings could not be conducted at this time.

In addition, it was noted for the record that one of the properties, 104 Royal Drive, is presently in compliance.

After considerable discussion, Alderman Couvillon made motion seconded by Alderman Anderson and unanimously carried to reschedule the public hearings for Tuesday, September 7, 2010, at 5:00 p.m., Long Beach School District Central Office, 19148 Commission Road, to consider and take action on derelict properties (swimming pools) located at 926 East Beach Boulevard and four (4) additional properties as determined by Zoning Enforcement Officer Claire Leatherwood to be the next highest priorities.

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on July 6, 2010, Legal Notice, Public Hearing, Proposed Budget Fiscal Year 2010-2011, as evidenced by the Publisher's Proof of Publication.

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

Minutes of August 3, 2010
Mayor and Board of Aldermen

PROOF OF PUBLICATION

*Proof attached
on reverse.*

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Laux 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 Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 126 No., 283 dated 13 day of July, 20 10
- 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.

Crista Laux
Clerk

Sworn to and subscribed before me this 13 day of July, A.D., 20 10



Landi A. Berkley
Notary Public

Minutes of August 3, 2010
Mayor and Board of Aldermen

**LONG BEACH, MISSISSIPPI
NOTICE OF
PUBLIC HEARING
PROPOSED BUDGET
FISCAL 2010-2011**

A public hearing will be held on Tuesday, August 3, 2010, at 5:00 p.m. to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget of the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2010 and ending September 30, 2011. The hearing will be held in the Long Beach School District Central Office, 19148 Commission Road, Long Beach, Mississippi. All interested citizens are encouraged to attend and comment.

*

*

The Mayor opened the floor for public comments and no one came forward to be heard, whereupon, Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to close the public hearing.

*

*

Discussion was held regarding ad valorem taxes, debt service, bond issues, revenues and expenditures in the proposed budget. The Clerk was called upon to

Minutes of August 3, 2010
Mayor and Board of Aldermen

answer questions and provide additional information. It was noted for the record that an additional public hearing on the Fiscal Year 2010-2011 budget will be held Wednesday, August 11, 2010, at 5:00 p.m., Long Beach School District Central Office, 19148 Commission Road; whereupon, Alderman Couvillon made motion seconded by Alderman Anderson and unanimously carried to schedule a work session immediately following the aforesaid public hearing to further discuss the proposed budget.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach School District Central Office, 19148 Commission Road, in said City, it being the first Tuesday in August, 2010, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruuff, and James C. Simpson, Jr.

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

The meeting was delayed due to public hearings and Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to adopt Minute Book Number 69 as the next consecutive official Minute Book of the Mayor and Board of Aldermen.

The Mayor recognized Michael Slaughter, Slaughter and Associates, PLLC, Urban Planning Consultants, and Ms. Sue Chamberlain to summarize the Residential Market Analysis prepared for the City of Long Beach. No official action was required or taken at this time.

The Mayor and Board of Aldermen proclaimed Tuesday, August 3, 2010, "*ASGARD MOTORCYCLE CLUB DAY*".

There were no amendments to the Municipal Docket.

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

The Mayor opened the floor for public comments pertaining to agenda items, as follows:

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY		
<p>NOTE: All comments shall be directed to the Chairman (Mayor). Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions will not be permitted. Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person. Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.</p>		
	PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO. AGENDA ITEM SUBJECT MATTER
1	MARCIA KRUSE 19015 REPUBLIC DR 313-8938	DIII 2 PLANNING COMMISSION
2		
3		
4		
5		
6		
7		
8		
9		
10		

City of Long Beach, Mississippi
Mayor and Board of Aldermen Meeting
Date: _____

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

There came on for consideration the regular meeting minutes of the Mayor and Board of Aldermen dated July 20, 2010, and discussion was held regarding the July 15, 2010, Port Commission minutes submitted and approved by the Mayor and Board of Aldermen as stated in their minutes of July 20, 2010.

Minutes of August 3, 2010
Mayor and Board of Aldermen

After considerable discussion and clarification regarding the sub-lease agreement by and between Blue Ridge Properties, LLC and BP American Production Company, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve said July 20, 2010, minutes as submitted.

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve the July 22, 2010, Planning Commission minutes, as submitted.

Upon clarification of several invoices, Alderman Hammons made motion seconded by Alderman Couvillon and unanimously carried to approve payment of invoices as listed in Docket of Claims number 080310.

The Mayor updated the Board of Aldermen regarding painting of light poles and discoloration of medallion/grate covers on Jeff Davis Avenue. Considerable discussion followed and the matter was taken under advisement for further review at the next regular meeting, August 17, 2010.

There was no action required or taken regarding the Fire Management Software Contract at this time.

Based upon the recommendation of Assistant Fire Chief Mike Brown and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to approve Fire Department personnel matters, as follows:

Promotion Battalion Chief Lance Bond, FS-13-IV, effective July 16, 2010;

Step Increase, Battalion Chief Joe Stapleton, FSA-13-VI, effective August 1, 2010.

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

Minutes of August 3, 2010
Mayor and Board of Aldermen

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
Mayor and Board of Aldermen, Long Beach, Mississippi

WHEREAS, the Mayor and Board of Aldermen, Long Beach, Mississippi, do hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City, caused by the BP Deepwater Horizon oil spill in the Gulf of Mexico commencing on or about 10:00 p.m. on the 20th day of April, 2010; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exist throughout said Long Beach, Mississippi; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the Mayor and Board of Aldermen of the City of Long Beach, County of Harrison, State of Mississippi.

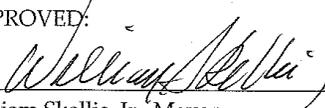
IT IS FURTHER PROCLAIMED AND ORDERED that all Long Beach agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City of Long Beach/Harrison County Emergency Operations Plan.

Alderman Ponthieux moved the adoption of the above and foregoing proclamation, seconded by Alderman Anderson and, the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Parker	voted	Aye
Alderman Ponthieux	voted	Aye
Alderman Couvillon	voted	Aye
Alderman Anderson	voted	Aye
Alderman Carrubba	voted	Aye
Alderman Lishen	voted	Aye
Alderman Hammons	voted	Aye

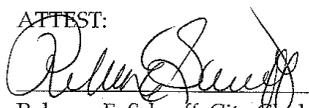
The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the Proclamation of Existence of a Local Emergency adopted this the 3rd day of August, 2010

APPROVED:



William Skellie, Jr., Mayor

ATTEST:



Rebecca E. Schruff, City Clerk

The Mayor recognized Civil Defense Director/Fire Chief George Bass to answer questions and provide additional information regarding the BP Deepwater Horizon Oil Spill; no official action was required or taken at this time.

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve CDBG eight (8) Requests for Cash and payment of fourteen (14) invoices, as follows:

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-103-235-01-KCR
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. J. Levens
Invoice number 18 in the amount of \$77,159.00
For Street & Road Improvements (38,579.40 June - 38,579.60 July)
2. Neel-Schaffer
Invoice number 990854 in the amount of \$5,800.00
For Architect/Engineering expense
3. Mississippi Power
Invoice in the amount of \$64,256.00
For Street & Road Improvements
4. Mississippi Power
Invoice in the amount of \$594.00
For Street & Road Improvements

Also enclosed is "Request for Cash and Summary Support Sheet No. 42 in the amount of \$109,229.40 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 42" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-103-235-01-KCR
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. J. Levens
Invoice number 18 in the amount of \$77,159.00
For Street & Road Improvements (38,579.40 June - 38,579.60 July)

Also enclosed is "Request for Cash and Summary Support Sheet No. 43 in the amount of \$38,579.60 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 43" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.
1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-109-235-03-KCR
Town Green
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. AFC
Invoice number 1 in the amount of \$70,865.59
For Town Green Construction expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 13" in the amount of \$70,865.59 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 13" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-109-235-03-KCR
Town Green
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. JBHM
Invoice number 14 in the amount of \$3,780.00
For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 14" in the amount of \$3,780.00 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 14" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-109-235-02-KCR
Municipal Complex Project
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
Invoice number 8715 in the amount of \$5,011.16
For Administration expense
2. Starks
Invoice number 16 in the amount of \$150,407.80
For Construction expense 75,203.90 June 75,203.90 July

Also enclosed is "Request for Cash and Summary Support Sheet No. 29" in the amount of \$80,215.06 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 29" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-109-235-02-KCR
Municipal Complex Project
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. JBHM
Invoice number 26 in the amount of \$636.34
For Architect/Engineering expense
2. Starks
Invoice number 16 in the amount of \$150,407.80
For Construction expense 75,203.90 June 75,203.90 July

Also enclosed is "Request for Cash and Summary Support Sheet No. 30" in the amount of \$75,840.24 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 30" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
CDBG Project #R-109-235-04-KCR
Fire Station
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Reflectech

Invoice number 7 in the amount of \$88,898.88

For Fire Protection expense

Ins.	\$2,958.36	FEMA	\$7,590.64	CDBG	\$33,900.42	June
Ins.	\$2,958.37	FEMA	\$7,590.65	CDBG	\$33,900.44	July

Also enclosed is "Request for Cash and Summary Support Sheet No. 22" in the amount of \$33,900.42 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 22" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosure

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

MEMO

DATE: July 30, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
CDBG Project #R-109-235-04-KCR
Fire Station
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Reflectech

Invoice number 7 in the amount of \$88,898.88

For Fire Protection expense

Ins.	\$2,958.36	FEMA	\$7,590.64	CDBG	\$33,900.42	June
------	------------	------	------------	------	-------------	------

Ins.	\$2,958.37	FEMA	\$7,590.65	CDBG	\$33,900.44	July
------	------------	------	------------	------	-------------	------

2. JBHM

Invoice number 16 in the amount of \$153.56

For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 23" in the amount of \$34,054.00 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 23" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to approve Class 1 Supplemental Agreement, Supplemental Agreement Number 1, as follows:

Minutes of August 3, 2010 Mayor and Board of Aldermen

CSD-720-LPA

CITY OF LONG BEACH, MISSISSIPPI CLASS 1 SUPPLEMENTAL AGREEMENT SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Jordan Crane Services, Inc., Contractors and Insurance Company of The West, Surety entered into a contract with The City of Long Beach, Mississippi, LPA, on the 28th day of April, 2010 for the construction of Federal Aid Project No. STP-9082-00(002) LPA/105718701 county; AND

WHEREAS: It has been determined that additional erosion control items will be needed in order to comply with MDOT Erosion Control Policy, AND

WHEREAS: These changes will require additional items of work, with additional cost, and are listed on the attached supplemental sheet; AND

WHEREAS: These additional items will not require additional calendar days. It is mutually agreed that the unit prices shall be full and final compensation for traffic control, labor, materials, maintenance, equipment and incidentals used in completing the work addressed herein.

NOW, THEREFORE: The contractor has agreed to perform the work listed on the supplemental sheets at the agreed prices.

This agreement in no way modifies or changes the original contract of which it becomes part, except as specifically stated herein.

NOW, THEREFORE, WE, Jordan Crane Services, Inc., Contractor, and Insurance Company of The West, Surety hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this supplement agreement.

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

Dated, this _____ day of _____, 20__.

Insurance Company of The West
Surety

Jordan Crane Services, Inc.
Contractor

By: _____

By: _____

RECOMMENDED FOR APPROVAL:

LPA Professional

MDOT District Engineer

MDOT State Construction Engineer

APPROVED:

Mississippi Transportation Commission

By: _____
Executive Director

Book _____

Page _____

By: 
LPA, City of Long Beach

8 / 3, 2010

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

**CITY OF LONG BEACH, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

**PROJECT NO. STP-9082-00(002)
LPA 105718701**

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CSD-720-LPA**

DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

Add

Item SA 907-237-F001 – Turbidity Barrier – 250 L.F. @ \$20.35/L.F. = \$5,087.50

Item SA 907-237-A003 – 20” Wattles – 180 L.F. @ \$6.88/L.F. = \$1,238.40

Total Additional Cost = \$6,325.90

COST COMPARISON

Item SA 907-237-F001 – Turbidity Barrier = \$20.35/L.F.

From MDOT’s Data Base:

Average Price is \$14.98/L.F. – Maximum Quantity is 150 L.F.

Maximum Price is \$20.00/L.F. – Maximum Quantity is 320 L.F.

Contractor’s Supplemental Asking Price is \$20.35/L.F.

20.00 Maximum Price within 1.7%

20.35 Asking S.A. Price

Recommend Approval

Item SA 907-237-A003 – 20” Wattles = \$6.88/L.F.

Found Prices for 20” wattles on Project Number STP-0015-02(116) LPA/10559130

Low Bid was \$6.75/L.F.

High Bid was \$8.25/L.F.

Average of the two prices was \$7.50/L.F.

S.A. Price is \$6.88/L.F.

Recommend Approval

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve Change Order Number 4, Jeff Davis Avenue Improvements Project, J. Levens Builders, as follows:

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

Letter Of Transmittal



Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39530
Phone: (228) 374-1211
Fax: (228) 374-1216

TO <u>Mayor William "Billy" Skellie</u>	Date <u>7/30/2010</u>
<u>City of Long Beach</u>	Project Name <u>Jeff Davis Roadway</u>
<u>P.O. Box 929</u>	<u>Improvements Project</u>
<u>Long Beach, MS 39560</u>	N-S Proj. No. <u>6682.003</u>
<u>228.863.1556</u>	<u>KATRINA CDBG R-103-235-01-</u>
	Client Proj. No. <u>KCR</u>

WE ARE SENDING YOU THE FOLLOWING:											
<input type="checkbox"/>	Shop Drawings	<input checked="" type="checkbox"/>	Attached								
<input type="checkbox"/>	Copy of Letter	<input type="checkbox"/>	Plans								
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Change Order								
<input type="checkbox"/>			Separately via:								
<input type="checkbox"/>			Specifications								
<input type="checkbox"/>			Other: _____								
<table border="1"> <tr> <td>O=</td> <td>Original</td> </tr> <tr> <td>PC=</td> <td>Photocopy</td> </tr> <tr> <td>PR=</td> <td>Print</td> </tr> <tr> <td>R=</td> <td>Reproducible</td> </tr> </table>				O=	Original	PC=	Photocopy	PR=	Print	R=	Reproducible
O=	Original										
PC=	Photocopy										
PR=	Print										
R=	Reproducible										
<p align="center">These are transmitted as checked below:</p> <p> <input type="checkbox"/> As Requested <input checked="" type="checkbox"/> For Approval <input type="checkbox"/> For Review & Comment <input checked="" type="checkbox"/> For Use/Information </p>											
No.	Type	Date	Description								
1	O	7/30/10	Change Order No. 4 (10 originals)								
Contact me at 228.374.1211 if you have any further questions.											
Copy: <u>Craig High, Neel-Schaffer, Inc.</u>		NEEL-SCHAFFER, INC.									
<u>File</u>		By: <u>Richie Ashley</u>									
If enclosures are not as noted, please notify us at once.											

Minutes of August 3, 2010 Mayor and Board of Aldermen

CONTRACT CHANGE ORDER				
OWNER: <u>CITY OF LONG BEACH</u> PROJECT NAME: <u>JEFF DAVIS AVE. ROADWAY IMPROVEMENTS PROJECT</u>				
CONTRACTOR: <u>J. LEVENS BUILDERS</u> DATE: <u>7/29/2010</u>				
CHANGE ORDER NUMBER: <u>4</u> CONTRACT NUMBER: <u>KATRINA CDBG PROJECT NO.R-103-235-01-KCR</u>				
REASON FOR CHANGE: <u>PROVIDE CONCRETE AND BRICK CROSS WALKS FOR PEDESTIANS</u>				
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)				
ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
907-405-PP	CONCRETE AND PAVER CROSSWALK, PER PLANS <u>Deduct Pay Items Bid</u>	450 SY	\$200.00	\$90,000.00
907-405-PP	STAMPED ASPHALT CROSS WALK, PER PLANS	-450 SY	\$110.00	(\$49,500.00)

00500-1

Neel-Schaffer, Inc.

Final: September, 2008

South Mississippi: PROJECTS\6687- LONG BEACH CDBG\CONSTRUCTION ADMINISTRATION\CHANGE ORDERS\CHANGE ORDER NO. 4\CONTRACT CHANGE ORDER 4.DOC

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

TOTAL CONTRACT CHANGE	\$40,500.00
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$4,597,492.75
CURRENT CONTRACT AMOUNT:	\$4,888,839.87
THIS CONTRACT CHANGE	\$40,500.00
REVISED CONTRACT AMOUNT:	\$4,929,339.87
CURRENT CONTRACT COMPLETION DATE:	9/1/2010
TIME EXTENSION REQUIRED BY CHANGE:	0 DAYS
REVISED CONTRACT COMPLETION DATE:	9/1/2010
<p>THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.</p>	
<p>RECOMMENDED BY: <u>Richie Alley</u> ENGINEER NEEL-SCHAFFER, INC.</p>	<p><u>7/29/2010</u> DATE</p>
<p>ACCEPTED BY: <u>John Doe</u> CONTRACTOR</p>	<p><u>7-30-2010</u> DATE</p>

00500-2

Neel-Schaffer, Inc.
South Mississippi

Final: September, 2008

PROJECTS\6882- LONG BEACH CDBG\CONSTRUCTION ADMINISTRATION\CHANGE ORDERS\CHANGE ORDER NO. 4\CONTRACT CHANGE ORDER 4.DOC

Minutes of August 3, 2010 Mayor and Board of Aldermen

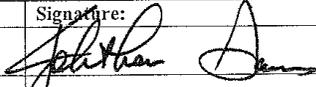
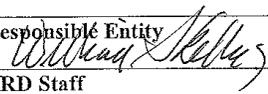
Change Order Request Form

Applicant Name:	City of Long Beach
Project Description:	Jeff Davis Avenue Roadway Improvements Project
Contract Number:	R-103-235-01-KCR
Change Order Request Number:	Four

Please include the following information:

REQUIRED INFORMATION	EXPLANATION
Description of the change	Add concrete and paver cross walk to replace stamped asphalt cross walks.
A justification of the need for the change	Replace the asphalt cross walk in the contract with the concrete and paver cross walk, which should last longer.
A justification of the need for time extension	Time Extension, if needed, will be determined at a later date.
Revised plans, specifications, and contract documents as needed	See the attached for plan revision. A pay items was added for this item.
Engineering computations and sketches, if necessary to justify the change	See the attached for sketches that show the changes made.
Contractor certification in writing that the cost of the change order has been analyzed and found to be reasonable	The change order costs are based on quoted material costs and current labor rates for in house labor.

Signatures:

	Signature:	Date:
Contractor		7-30-2010
Responsible Entity <i>William Kelly</i>		8/3/10
DRD Staff		
DRD Bureau Manager		

Minutes of August 3, 2010 Mayor and Board of Aldermen

Page 1 of 2

Richie Ashley

From: Johnathon Damiens [JDamiens@jlebensbuilders.com]
Sent: Friday, June 18, 2010 1:29 PM
To: Richie Ashley
Subject: RE: Crosswalk

Richie,

Our price is \$200.00 per SY.

Keep in mind there will be a credit of \$50,000 for the stamped asphalt.

Here is a breakdown:

Jeff Davis Avenue Roadway Improvements Project
Project #R-103-235-01-KCR
Request for Change Order #004 - Add Crosswalks to Intersections

	UOM	Quantity	Price Per Unit	Extended Price
Subcontractor	SY	450	\$144.00	\$64,800.00
Labor	SY	450	\$14.04	\$6,318.00
Equipment	SY	450	\$15.12	\$6,804.00
Total Costs	SY	450	\$173.16	\$77,922.00
MPC Tax	3.50%	450	\$6.06	\$2,727.27
Bond	1.50%	450	\$2.60	\$1,168.83
Subtotal:		450	\$181.82	\$81,818.10
Profit	10%	450	\$18.18	\$8,181.81
TOTAL:		450	\$200.00	\$90,000.00

Thanks and let me know if you need anything else.

See you on Monday at 3:30.

Johnathon Damiens

Vice President

J. Levens Builders, Inc
(228) 863-0303 office
(228) 863-4469 fax
www.jlebensbuilders.com

From: Richie Ashley [mailto:richie.ashley@neef-schaffer.com]
Sent: Friday, June 18, 2010 11:31 AM
To: Johnathon Damiens

Minutes of August 3, 2010 Mayor and Board of Aldermen

Page 2 of 2

Subject: RE: Crosswalk

Correct and the quantity is 450 SY.

From: Johnathon Damiens [mailto:JDamiens@jlebensbuilders.com]
Sent: Friday, June 18, 2010 11:05 AM
To: Richie Ashley
Subject: Crosswalk

Richie,

Did you do an estimated quantity of the total SF of crosswalk or is that to be determined Monday when we meet with the Mayor?

Also.....I am assuming that we would get paid additional for sawcutting, borrow, stone, removal of asphalt, etc. Am I correct on that? Basically our price is to include only installing the concrete and pavers per your drawing.

Let me know your thoughts. Thanks.

Johnathon Damiens

Vice President

J. Levens Builders, Inc

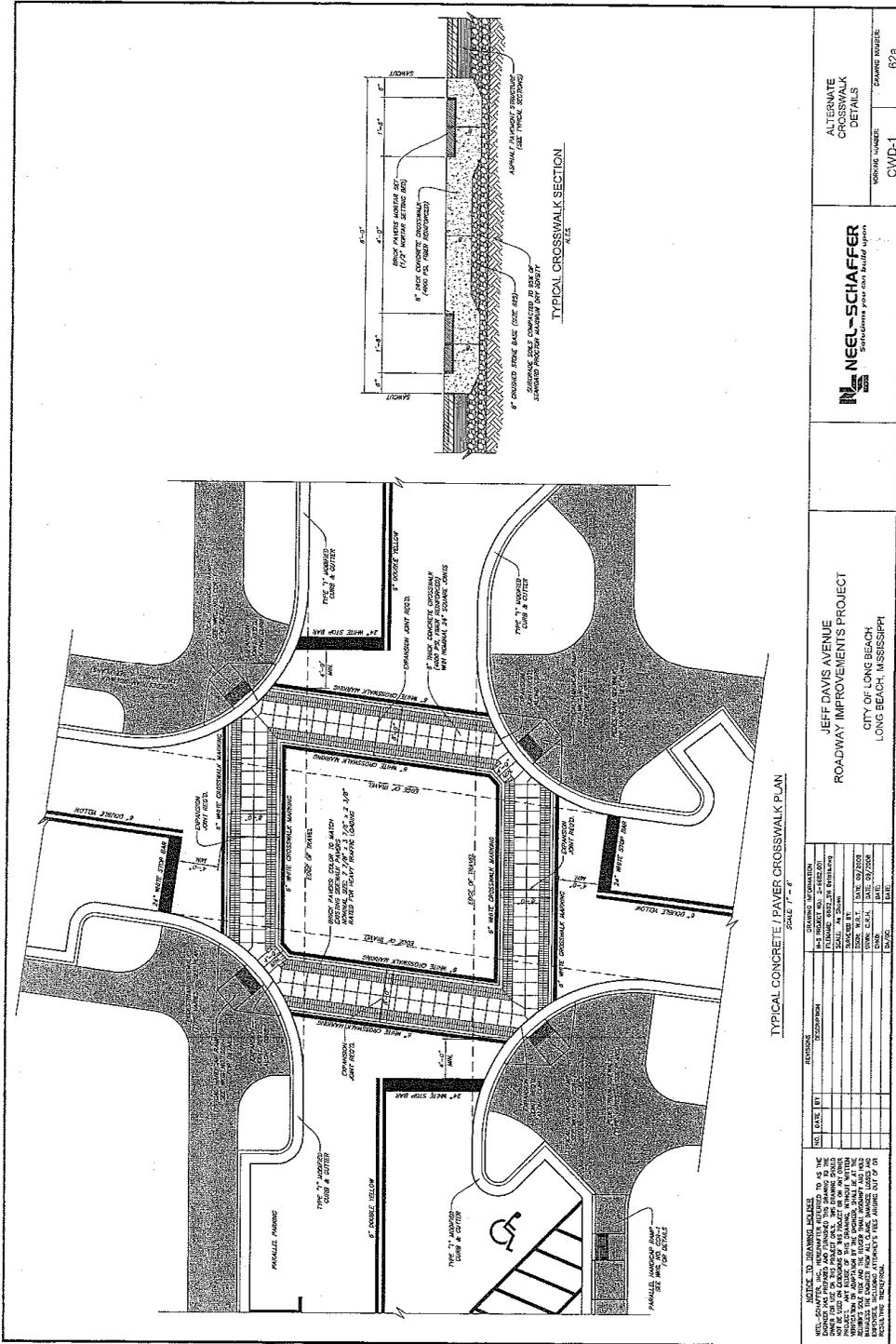
(228) 863-0303 office

(228) 863-4469 fax

www.jlebensbuilders.com

08/03/10

Minutes of August 3, 2010 Mayor and Board of Aldermen



Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to approve Change Order 013, New City Hall Project, Starks Contracting Company, Inc., as follows:

Minutes of August 3, 2010 Mayor and Board of Aldermen



GULF COAST OFFICE
2518 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.594.2200
FAX 228.594.2020
EMAIL info@jehm.com

August 2, 2010

Hand Delivery

Mayor William Skellie, Jr.
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

RE: LONG BEACH NEW CITY HALL -- CHANGE ORDER 013

Dear Mayor Skellie:

The enclosed Change Order 013 for the New City Hall documents the following changes to the contract:

Owner-Requested Items:

- 1) Add four built-in Water Filtration/Dispenser Units: Executive Conference Room, Break Room, Water Department, and Mayor's Office.
- 2) Modify the electrical and data rough-ins in the City Clerk's Reception Area, to accommodate the revised furniture layout in this area.
- 3) Install floor-mounted detention benches in the Holding Room, to accommodate eight prisoners.
- 4) Upgrade to a carpet floor finish in Second Floor Storage Room No. 207, such that this space can be utilized as a temporary office should the need arise.
- 5) Install a wall- and floor-mounted modular shelving system in the City Clerk's Records Vault. This system will provide approximately one hundred and eighty linear feet of records storage.

Upgrade and/or Items Otherwise Necessary to complete the work:

- 1) Revise the aluminum thresholds at all exterior aluminum (CGI) doors.
- 2) Upgrade the exterior PVC trimwork at the porches.
- 3) Relocate the ceiling-mounted indicator light and push-to-test button rough-ins for all emergency lighting ballasts in the Public Meeting Room. These items will instead be installed within the attic space, and the function of the emergency lighting ballasts will instead be tested via the electrical panel.
- 4) Install five additional circuit breakers as required for the final connection of mechanical units.
- 5) Install floor-mounted door stops at all exterior aluminum (CGI) doors. The door hardware allowance did not originally anticipate the installation of these items.
- 6) Install an eight-relay expansion module to the lighting control panel, to provide additional control and flexibility for the exterior lighting.

The total cost to perform this work is documented in the attached PCO-17R: a cost increase of \$32,650.00 and a time extension of seven (7) days.

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

OFFICES
Biloxi
Columbus
Jackson
Tupelo

PRINCIPALS
JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA

JACK W. BALLARD, AIA
GLENN CURRIE, AIA

Minutes of August 3, 2010

Mayor and Board of Aldermen

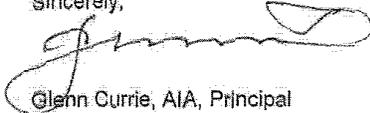
Long Beach New City Hall – CO 013
August 2, 2010
Page 2

I have reviewed all documentation and find the above requests to be in order and appropriate. Should the changes described above be approved by the Board of Aldermen, the Contract Sum will be increased by a total of \$32,660.00 and the Contract Time will be increased by seven (7) days. Therefore, the Contract Sum for the project will become \$4,803,197.50 and the date of Substantial Completion will become October 15, 2010.

This Change Order can be accomplished within the current amount of funds obligated to this project. At this time, we do anticipate two additional (future) changes to the Construction Contract: the addition of a Bi-Directional Amplifier system to comply with Long Beach Ordinance No. 517 (Emergency Radio Systems Coverage Ordinance), and additional name plaque signage for the Meeting Room (to accommodate the Planning Commission and Port Commission). The General Contractor is finalizing pricing for these items; we do not anticipate that any delays will be experienced as a result of either item.

Enclosed you will find 4 copies of the above mentioned Change Order. If approved by the Board of Aldermen, please sign all 4 documents and return all copies to our JBHM – Biloxi Office for further processing. We will mail you a fully executed copy. Should you have additional questions concerning this change order, please do not hesitate to contact me.

Sincerely,



Glenn Currie, AIA, Principal

Enclosures: Change Order Number 013 (AIA Document G701) and related supporting documentation

cc: Chris Gutierrez – Starks Contracting Company
Ann Frazier – Jimmy Gouras and Associates
Ron Robertson – Broaddus and Associates
Ryan Florreich / Carl Bradley – JBHM
JBHM #07123.00.07

Minutes of August 3, 2010 Mayor and Board of Aldermen



Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 013	OWNER: <input checked="" type="checkbox"/>
07123 Long Beach New City Hall Long Beach, Mississippi	DATE: August 2, 2010	ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 07123	CONTRACTOR: <input checked="" type="checkbox"/>
Strarks Contracting Co., Inc. 1538 Poppas Ferry Road Biloxi, Mississippi 39540	CONTRACT DATE: January 28, 2009	FIELD: <input checked="" type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Contract is changed as follows:

- Furnish and install built-in Water Filtration/Dispenser Units per the schedule dated 5/7/2010.
- Furnish and install modified aluminum thresholds at all exterior aluminum (CGI) doors.
- Furnish and install upgraded exterior PVC trim at the porches.
- Modify the electrical and data rough-ins in CITY CLERK RECEPTION 213, per SD-46.
- Furnish and install floor-mounted detention benches in HOLDING ROOM 117, per SD-47.
- Provide CB01 carpet floor finish in STORAGE 207.
- In MEETING ROOM 116, remove the ceiling-mounted indicator light and push-to-test button rough-ins for all emergency lighting ballasts. These items shall instead be installed within enclosed junction boxes mounted in the attic space. Patch and re-finish all gyp. bd. the junction box rough-ins on the ceiling.
- Furnish and install five additional 3-pole breakers as required for final connection of mechanical units.
- Furnish and install floor-mounted door steps at all exterior aluminum (CGI) doors.
- Furnish and install a wall- and floor-mounted modular shelving system in RECORDS VAULT 218, per the system quotation No. 936 dated 7/9/2010, the system plan with revision date on 7/22/10, and the system elevation with revision date on 7/22/10.
- Furnish and install one lighting control expansion module with eight relays.

Refer to the attached Proposed Change Order 17R for additional detail.

The original Contract Sum was	\$ 4,396,000.00
The net change by previously authorized Change Orders	\$ 374,347.50
The Contract Sum prior to this Change Order was	\$ 4,770,347.50
The Contract Sum will be increased by this Change Order in the amount of	\$ 32,650.00
The new Contract Sum including this Change Order will be	\$ 4,803,197.50

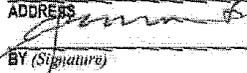
The Contract Time will be increased by Seven (7) days.
The date of Substantial Completion as of the date of this Change Order therefore is October 15, 2010

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.

AIA Document G701™ - 2001, Copyright © 1978, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 18:28:15 on 08/02/2010 under Order No.0804118770_1 which expires on 08/08/2011, and is not for resale. User Notes: (725054069)

Minutes of August 3, 2010 Mayor and Board of Aldermen

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

JBHM Architects, P.A. <i>ARCHITECT (Firm name)</i>	Starks Contracting Co., Inc. <i>CONTRACTOR (Firm name)</i>	City of Long Beach <i>OWNER (Firm name)</i>
2548 Beach Boulevard, Ste. 100, Biloxi, Mississippi 39531 <i>ADDRESS</i>	1538 Popps Ferry Road, Biloxi, Mississippi 39540 <i>ADDRESS</i>	645 Klondyke Road, Long Beach, MS 39560 <i>ADDRESS</i>
 <i>BY (Signature)</i>	 <i>BY (Signature)</i>	 <i>BY (Signature)</i>
Giepi Currie, AIA <i>(Typed name)</i>	Robert Starks <i>(Typed name)</i>	William Skellie, Jr. <i>(Typed name)</i>
8.2.10 <i>DATE</i>	 <i>DATE</i>	 <i>DATE</i>

AIA Document G701™ - 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:28:16 on 08/02/2010 under Order No.0584116770_1 which expires on 06/06/2011, and is not for resale. (726054069)

Minutes of August 3, 2010
Mayor and Board of Aldermen



STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

TITLE:	Modifications Per WCPR No. 11 & 12	PROPOSED CHANGE ORDER
		NO. 17R
PROJECT:	609 609 Long Beach New City Hall	DATE: 07/30/2010
		JOB: 609
TO:	Attn: Ryan Florreich JBHM Architects, PA 2548 Beach Boulevard, Suite 100 Biloxi, MS 39531 Phone:228/594-2200 Fax:228/594-2020	CONTRACT/PO: 07123 ORIG: Architect Revision

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor and material necessary to complete the modifications indicated in Work Change Proposal Request No. 11 & 12, which work also includes installing aluminum thresholds at all exterior CGI doors, removing (15ea.) push-to-test buttons from the Town Hall ceiling and patching the drywall finish and installing additional 3-pole breakers to accommodate the HVAC equipment all in accordance with the attached work change proposal requests and my discussions with Mr. Ryan Florreich for the sum of THIRTY-TWO THOUSAND, SIX HUNDRED FIFTY AND 00/100 DOLLARS. (Please note, this proposal specifically excludes the additional type D signs requested in WCPR No. 12. Once we review pricing from 2/90 sign systems we will forward a separate proposal for your review).

The time required to complete these changes will be seven (7) days from the date of approval. If accepted this will extend the contract time by this time.

Total: \$32,650.00

Payment shall be made in accordance with the original contract documents.

If accepted, this proposal shall become a part of the original contract between OWNER and STARKS CONTRACTING CO., INC., as though originally specified therein and, as such, shall be subject to the requirements, conditions, rights and remedies previously agreed to.

This proposal may be withdrawn by us if not accepted within thirty (30) days.

CC: File

APPROVAL

By: Christopher P. Guttierrez
Christopher P. Guttierrez

By: _____

Date: 07/30/2010

Date: _____



Minutes of August 3, 2010 Mayor and Board of Aldermen

ESTIMATE RECAPITULATION

Project: New City Hall - City of Long Beach
Location: Long Beach, MS
Architect/Engineer: JBHM Architects

Estimate #1
Sheet #C-17R
Date: 07/30/10

DESCRIPTION	QU.	UNIT	MATERIAL/SUB		LABOR		TOTAL COST
			PRICE	COST	PRICE	COST	
(Add) Modifications Per Work Change Proposal Request No. 11 & 12 - CO #17R							
General Requirements	1	LS	1000.00	1000.00	1500.00	1500.00	2500.00
Cut-Out Grommet Holes @ Stone Tops	2	EA	50.00	100.00	0.00	0.00	100.00
1x4 PVC Wood Trim	450	L/F	2.15	967.50	1.50	675.00	1642.50
Alum. Thresholds	1	LS	1300.00	1300.00	0.00	0.00	1300.00
Exterior Door Stops (23ea.)	1	LS	368.00	368.00	250.00	250.00	618.00
Tape/Float/Finish GWB @ Town Hall	1	LS	2500.00	2500.00	0.00	0.00	2500.00
Patch/Paint GWB Ceiling @ P.T.T. Buttons			SEE ABOVE				
Carpet	1	LS	983.31	983.31	0.00	0.00	983.31
Additional Type "D" Signs (20ea.)	1	LS	0.00	0.00	0.00	0.00	0.00
Modular Vault Shelving	1	LS	4100.00	4100.00	750.00	750.00	4850.00
Detention Benches (3ea.)	1	LS	2629.00	2629.00	250.00	250.00	2879.00
Steel Cuff Rings (8ea.)			SEE ABOVE				
Water Filtration/Dispenser Units (4ea.)	1	LS	1940.00	1940.00	0.00	0.00	1940.00
Electrical	1	LS	2683.00	2683.00	0.00	0.00	2683.00
ILC Apprentice II Expansion Panel	1	LS	2880.00	2880.00	0.00	0.00	2880.00
3-Pole Breakers	1	LS	952.00	952.00	0.00	0.00	952.00
Remove Push-To-Test Buttons	1	LS	300.00	300.00	0.00	0.00	300.00
SUB-TOTAL CO #17R				22702.81		3425.00	26127.81
LABOR BURDEN		40%				1370.00	1370.00
						4795.00	27497.81
TAXES, BONDS, & FEES		8%					2199.82
							29697.63
OVERHEAD & PROFIT		10%					2969.76
TOTAL CO #17R							32667.40

ADDITIONAL TYPE "D" SIGNS (MEETING ROOM NAME PLACARDS) ARE EXCLUDED FROM THIS PROPOSED CHANGE ORDER.

Minutes of August 3, 2010
Mayor and Board of Aldermen

 **AIA** Document G709™ – 2001

Work Changes Proposal Request

PROJECT (Name and address):
Long Beach City Hall
Long Beach, Mississippi

PROPOSAL REQUEST NUMBER: 011
DATE OF ISSUANCE: May 24, 2010
CONTRACT FOR: General Construction
CONTRACT DATE: January 28, 2009

OWNER:
ARCHITECT:
CONSULTANT:
CONTRACTOR:
FIELD:
OTHER:

OWNER (Name and address):
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

FROM ARCHITECT (Name and address):
JBHM Architects, P.A.
2548 Beach Blvd., Suite 100
Biloxi, Mississippi 39531

ARCHITECT'S PROJECT NUMBER: 07123

TO CONTRACTOR (Name and address):
Starks Contracting Co., Inc.
1538 Popp's Ferry Road
Biloxi, Mississippi 39540

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero (0) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

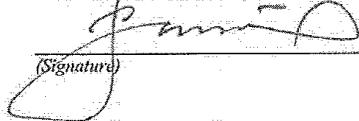
DESCRIPTION (Insert a written description of the Work):

- 1) Provide pricing to complete electrical modifications in CITY CLERK ADMIN. 213, as detailed in SD-46.
- 2) Provide pricing to furnish and install floor-mounted detention benches in HOLDING ROOM 117, as detailed in SD-47. 3 units shall be provided: (1) 48"x18"x18" unit and (2) 60"x18"x18" units. On all units, bench top shall be 12 gauge stainless steel and bench frame shall be powder-coated steel (2" tubing). (8) total powder-coated steel cuff rings shall be provided and welded to the bench frames; locate as indicated in SD-47. The basis of design is the NORIX Ironman series, or equal.
- 3) Provide pricing to furnish and install water filtration/dispenser units as noted in the attached schedule.
- 4) Provide pricing to provide CB01 carpet floor finish in STORAGE 207.

ATTACHMENTS (List attached documents that support description):

Proposed Built-in Water Cooler Schedule, SD-46 (original size 8-1/2" x 11"), SD-47 (original size 8-1/2" x 11")

REQUESTED BY THE ARCHITECT:


(Signature)

David Glenn Currie, AIA, Principal
(Printed name and title)

AIA Document G709™ – 2001. Copyright © 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:37:04 on 05/24/2010 under Order No.3957447618_1 which expires on 06/06/2010, and is not for resale.

(726158955)

Minutes of August 3, 2010 Mayor and Board of Aldermen

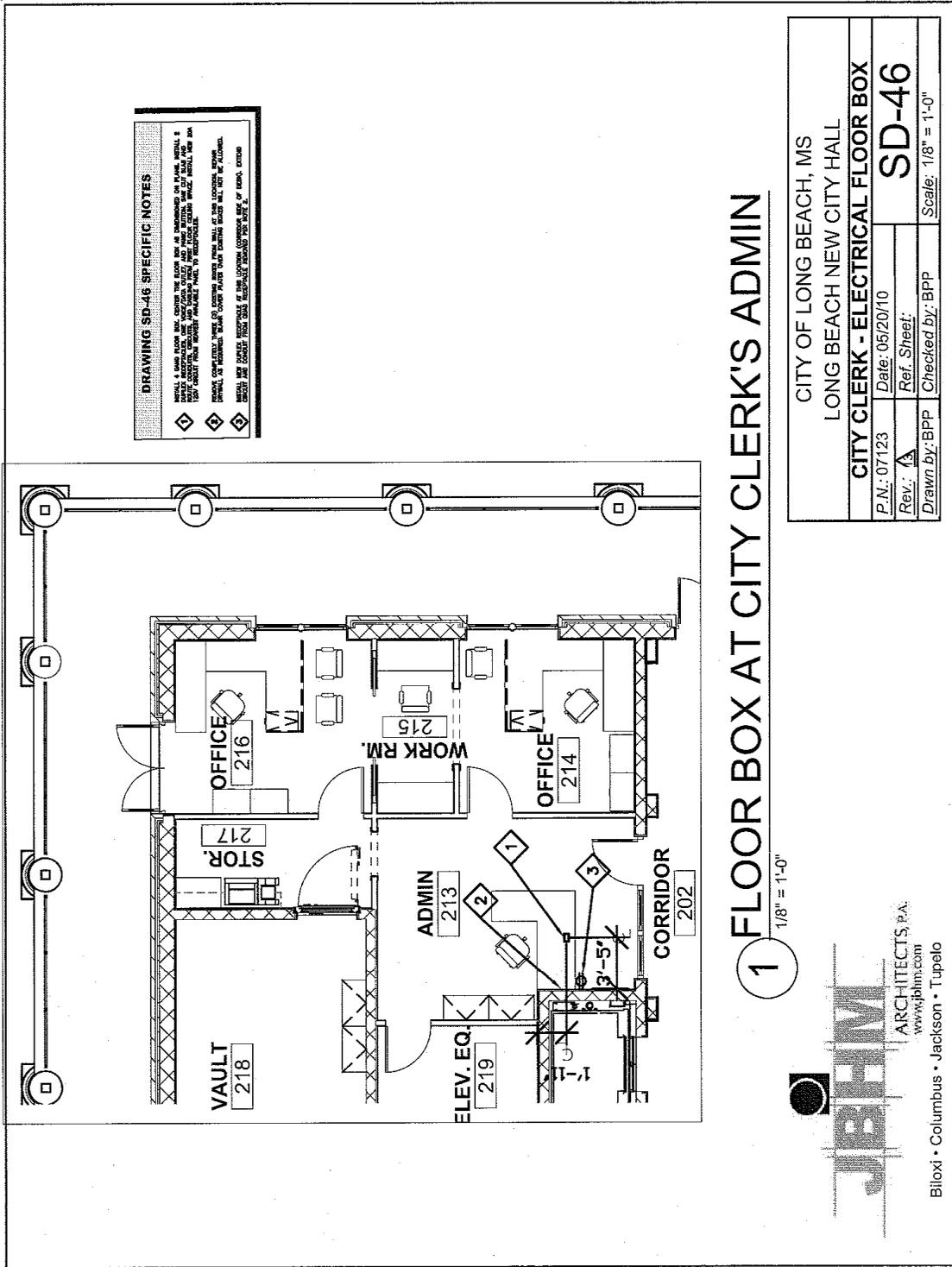
Long Beach City Hall: Proposed Built-in Water Cooler Schedule				
Description	Manufacturer	Model Number	Location	Notes
1 Water Cooler - Standing	Interpure	IP2U, platinum/black	Break Room 222	
2 Water Cooler - Counter-top	Interpure	IP2CU, platinum/black	Executive Conference Room 118 Water Department 105 Reception 208	Provide millwork grommet for water line. Provide millwork grommet for water line. Provide millwork grommet for water line.

Note: Plumbing Rough-ins are provided in the base bid in all locations indicated above.

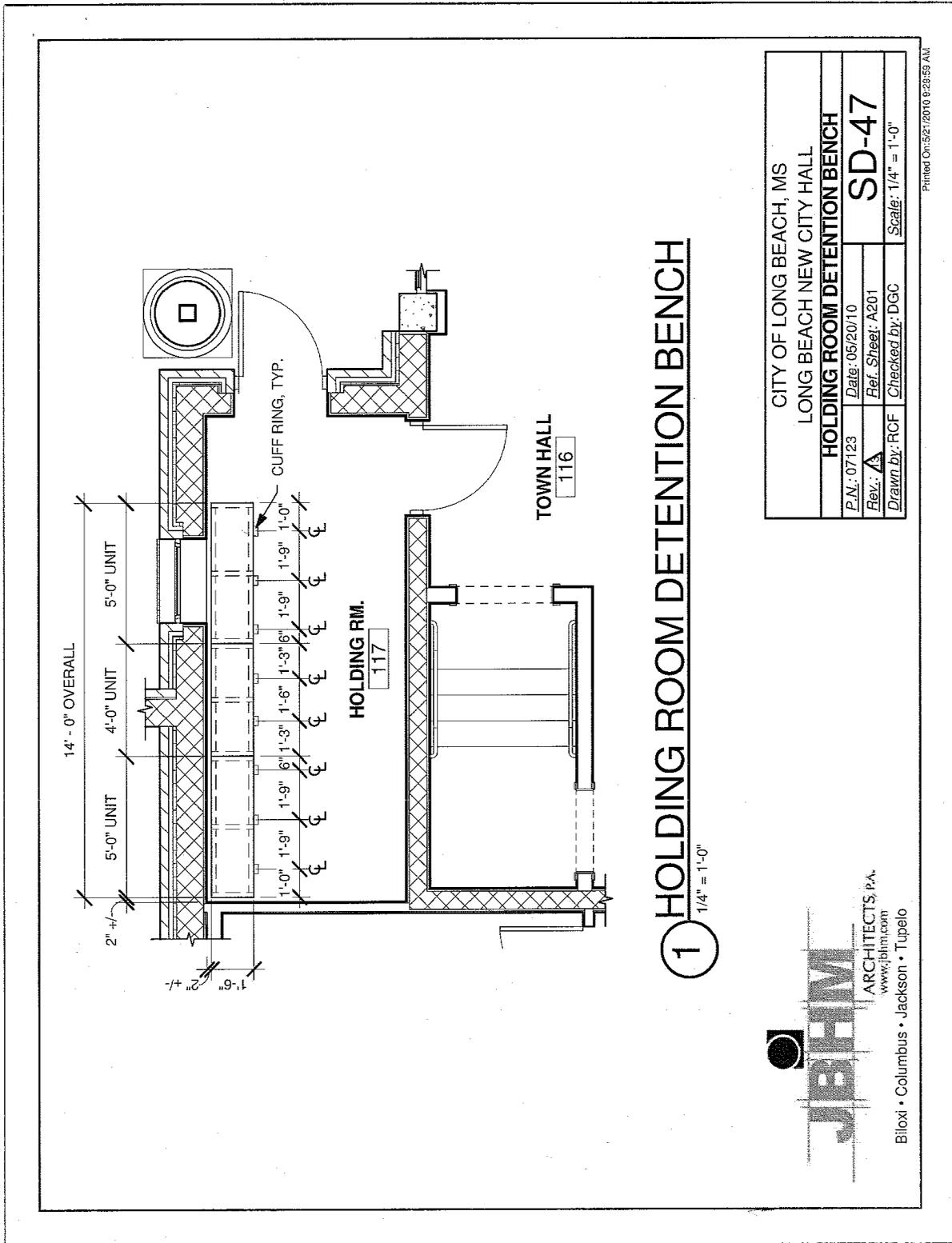
JBH/M 07:123:00

5/7/2010

Minutes of August 3, 2010
 Mayor and Board of Aldermen



Minutes of August 3, 2010
 Mayor and Board of Aldermen



1 HOLDING ROOM DETENTION BENCH
 1/4" = 1'-0"

CITY OF LONG BEACH, MS	
LONG BEACH NEW CITY HALL	
HOLDING ROOM DETENTION BENCH	
P.N.: 07123	Date: 05/20/10
Rev.: A	Ref. Sheet: A201
Drawn by: RCF	Checked by: DGC
SD-47	
Scale: 1/4" = 1'-0"	

J&JM
 ARCHITECTS, P.A.
 www.j&jm.com
 Biloxi • Columbus • Jackson • Tupelo

Printed On: 5/21/2010 9:28:59 AM

Minutes of August 3, 2010
Mayor and Board of Aldermen

 **AIA Document G709™ – 2001**

Work Changes Proposal Request

PROJECT (Name and address):
07123 City of Long Beach City Hall
Long Beach, Mississippi

PROPOSAL REQUEST NUMBER: 012

OWNER:

DATE OF ISSUANCE: July 23 2010

ARCHITECT:

OWNER (Name and address):
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

CONTRACT FOR: General Construction

CONSULTANT:

CONTRACT DATE: January 28, 2009

CONTRACTOR:

FIELD:

OTHER:

FROM ARCHITECT (Name and address):
JBHM Architects, P.A.
2548 Beach Blvd., Suite 100
Biloxi, Mississippi 39531

ARCHITECT'S PROJECT NUMBER: 07123

TO CONTRACTOR (Name and address):
Strarks Contracting Co., Inc.
1538 Popp's Ferry Road
Biloxi, Mississippi 39540

ADDITIONAL TYPE "D" SIGNS (MEETING ROOM NAME PLACARDS) ARE EXCLUDED FROM THIS PROPOSED CHANGE ORDER.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Five (5) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

- At all exterior aluminum doors, provide a Model 470 Rockwood floor-mounted Door Stop such to prevent door panel from colliding with the exterior masonry corner. Stop shall be mounted in the jamb return of each door, near the door hinges, such to not become a tripping hazard. Finish shall be Satin Chrome, US26D. Provide with Exterior Pack Screw Pack (stainless steel plated). Verify total quantity of twenty three (23) stops.
- ~~Increase the scope for "Sign Type D" as noted in the attached schedule. As noted in the schedule, some signs shall be furnished with permanent lettering and some signs shall be furnished with printed paper inserts. A total of 40 Type D signs shall be provided, a net add of twenty six (26) signs.~~
- Furnish and install a wall- and floor-mounted modular shelving system in the City Clerk Records Vault. Refer to the attached Shelving System Specification, Plan, and Elevation for system components and scope.
- Furnish and install one (1) ILC Apprentice II 8-relay slaved expansion panel to the existing 16 relay master panel
- Please submit this pricing bundled with the response to Proposal Request No. 11.

ATTACHMENTS (List attached documents that support description):

- ~~Sign Type Schedule - Type "D" - 2/9/08 Systems dated 1/8/2010.~~
- Records Vault Shelving System Specification - "Metro Quotation No. 936" dated 7/9/2010.
- Records Vault Shelving System Plan - "Metro Quotation No. 936" revision dated 7/22/10 (original size 11"x17").
- Records Vault Shelving System Elevation - "Metro Quotation No. 936" revision dated 7/22/10 (original size 11"x17").

AIA Document G709™ – 2001. Copyright © 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:58:35 on 07/28/2010 under Order No 0564116776_1 which expires on 05/05/2011, and is not for resale.
User Notes: (1547592533)

Minutes of August 3, 2010 Mayor and Board of Aldermen

REQUESTED BY THE ARCHITECT:

(Signature)

Jack Ballard, AIA
(Printed name and title)

AIA Document G709™ – 2001. Copyright © 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:56:35 on 07/26/2010 under Order No.0584116776_1 which expires on 06/06/2011, and is not for resale.
User Notes: (1647592533)

2

**Minutes of August 3, 2010
Mayor and Board of Aldermen**



InterMetro Industries Corporation
651 North Washington Street
Wilkes-Barre, PA 18705
Office: 570-625-2741
Fax : 800-638-9263

For:

JBHM Architects
Ryan Florreich
308 East Pearl St. Suite 300
Jackson, MS 39201

Quotation

Page 1

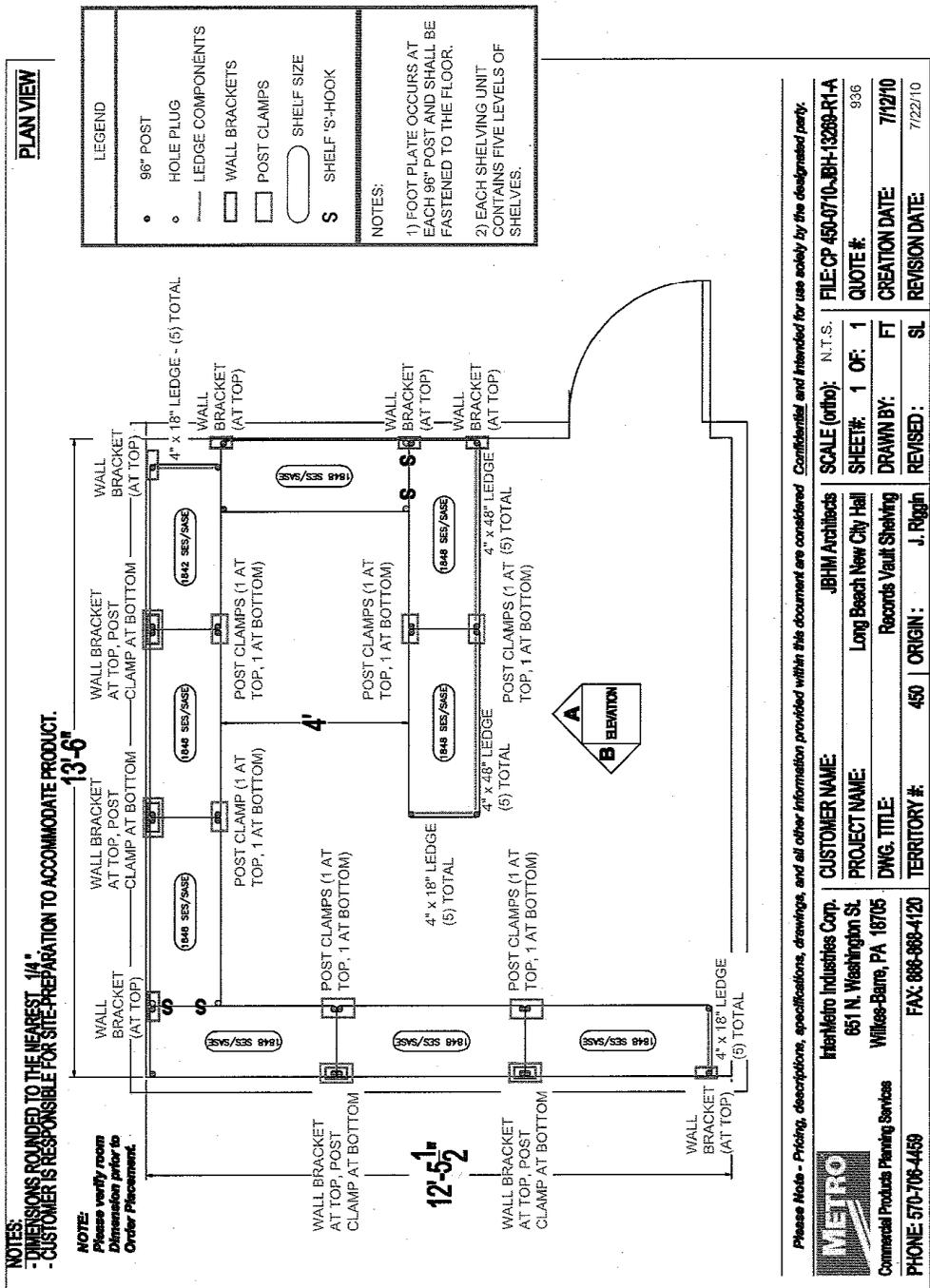
Quote Number: 936
Quote Date: 7/9/2010
Expiration Date: 10/7/2010
Weight: 823.33
Cubic Ft: 48.41
Total: \$0.00

All prices are guaranteed firm for 60 days. Any necessary price increase will not exceed 10% if delivery is taken within six months of the quotation date. Orders placed against this quotation will, on average, ship within 15 working days. For more details, please refer to the Lead-Time Guide section of the Metro Products Catalog.

Qty	Part #	Description	Price	Discount	Net Price	Extended	Lead Time
		Revised to subtract 1 - 18x48 unit and add 1 - 18x42 unit					
		Components for 6 starter units and 2 add-on units 18x48x96 with 5 levels & 1 starter unit 18x42x96 with 5 levels; wall brackets; leveling feet; post clamps					
40	A1848BR	SUPER ADJ SHELF-BRITE	\$0.00		\$0.00	\$0.00	STO
5	1842BR	18X42 WIRE SHF - BRITE	\$0.00		\$0.00	\$0.00	ATO
32	96P	96" CHROME POST	\$0.00		\$0.00	\$0.00	ATO
20	9995Z	SPR JOINING 'S' HOOK	\$0.00		\$0.00	\$0.00	MET
16	9994Z	POST CLAMP FOR SPR.	\$0.00		\$0.00	\$0.00	MET
32	9993Z	FOOT PLATE ZINC PLATED	\$0.00		\$0.00	\$0.00	MET
8	HRWBC	HI RISE WALL BRK KIT	\$0.00		\$0.00	\$0.00	ATO
12	DD18C	18" DIVIDER CHROME	\$0.00		\$0.00	\$0.00	MET
12	9990CL1	LBL HOLDER 18" CLEAR	\$0.00		\$0.00	\$0.00	ATO
10	L48N-4C	48" LEDGE CHROME	\$0.00		\$0.00	\$0.00	MET
15	L18N-4C	18" LEDGE CHROME	\$0.00		\$0.00	\$0.00	MET
20	9997C	SPRING HOLE PLUG	\$0.00		\$0.00	\$0.00	STO
		Pricing is list price for budgetary needs					

M5SL Territory Manager: Jeff Riggins Sub Total: \$0.00
 Quotation Prepared By: GRAND TOTAL -----> \$0.00

Minutes of August 3, 2010 Mayor and Board of Aldermen



Minutes of August 3, 2010 Mayor and Board of Aldermen

NOTES:
 - DIMENSIONS ROUNDED TO THE NEAREST 1/4"
 - CUSTOMER IS RESPONSIBLE FOR SITE PREPARATION TO ACCOMMODATE PRODUCT.

NOTE:
 Please verify room
 Dimensions prior to
 Order Placement.

97" 22" 22" 22" 22" 6"

ELEVATION VIEW - A

Please Note - Pricing, descriptions, specifications, drawings, and all other information provided within this document are considered **Confidential** and intended for use solely by the designated party.

InterMetro Industries Corp.
 651 N. Washington St.
 Wilkes-Barre, PA 18705
 PHONE: 570-706-4459 FAX: 888-888-4120

ELEVATION VIEW - B

Please Note - Pricing, descriptions, specifications, drawings, and all other information provided within this document are considered **Confidential** and intended for use solely by the designated party.

97" 22" 22" 22" 22" 6"

CUSTOMER NAME:	J.BHM Architects	SCALE (ortho):	N.T.S.
PROJECT NAME:	Long Beach New City Hall	SHEET#:	1 OF 1
DWG. TITLE:	Records Vault Shelving	DRAWN BY:	FT
TERRITORY #:	450	ORIGIN:	J. Rigglin
PHONE: 570-706-4459	FAX: 888-888-4120	QUOTE #:	836
		CREATION DATE:	7/12/10
		REVISION DATE:	7/22/10

Minutes of August 3, 2010 Mayor and Board of Aldermen



**Introducing the New Interpure™ Product Line
High Performance, Low Profile, and European Style**

Model	Description	Price	Color
	IP2CU	Interpure 2™ Countertop 17" height Hot and Cold with 2-vessel filtration With In-tank Ultraviolet Disinfection.	\$475.00 Platinum/Black
	IP2U	Interpure 2™ Floor Model Hot and Cold with 2-vessel filtration With In-tank Ultraviolet Disinfection.	\$515.00 Platinum/Black
		2-vessel filtration replacement	\$32.00
		UV Replacement	\$32.00
Large Capacity Cold Water · Low Profile Countertop Height · Pushbutton Dispense Sleek European Styling · Large Cup Access · Internal Sediment and Carbon Filtration In-tank Ultraviolet Protection · Energy Saving Mode (Interpure 1)			



Model	Description	Price	Color
	PBV-2000 e	Purlogix™ Floor Model-Electronic Disp. Filtration installed, Hot and Cold With In-tank Ultraviolet Protection	\$575.00 White or Black
	PCMV-1000 e	Purlogix™ Countertop-Electronic Disp. Filtration, Hot and Cold With In-tank Ultraviolet Protection	\$515.00 White or Black
		2-vessel filtration replacement	\$32.00
		UV Replacement	\$32.00

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

Page 1 of 2

Chris Guttierrez

From: Rick Snell [Rsnell@branchelectricllc.com]
Sent: Wednesday, June 09, 2010 12:34 PM
To: Chris Guttierrez (Starks)
Subject: Floor box in City Clerks Office

Chris, our price to add a 4-gang floor box, delete the devices on the wall and lower the receptacle to 18" in the city clerks office is \$2683.00. Thanks, Rick.

*Branch Electric LLC.
Rick Snell
228-832-2006 work
228-326-9471 cell
rsnell@branchelectricllc.com*

6/9/2010

Minutes of August 3, 2010 Mayor and Board of Aldermen



Norix Group, Inc
1000 Atlantic Drive - West Chicago, IL 60185-5101 -
Phone: 630-231-1331 - Fax: 630-231-4343 - Email: furniture@norix.com

QUOTE

To: Chris Gutierrez
Starks Contracting Company, Inc.
1538 Popps Ferry Road
Biloxi, MS 39540
Phone: 228-392-4584 Ext.
Fax: 228-392-4565
Email: cpgutierrez@starkscontracting.com
Re: Long Beach City Hall

Date	Quote #
6/1/2010	MS0510-01A

Terms	Quoted By	Ship Via
Net 30 upon approval	Diane Huml	Custom

Qty	Item ID Item Name / Descriptio	Unit Net Price	Ext. Price
1	IBF-0481818C2D Bench 48x18 Fm 12ga Sst Orb W/rings Ironman Floor Mount Bench - 18"D x 48"W Frame: 12 ga - Grey powder coat finish - 2 cuff rings on each 48" side Top: Stainless steel w/orbital finish	\$729.09	\$729.09
2	IBF-60 w/cuff rings SST-Top Ironman Bench with Cuff Rings 18"D x 60"W Frame: 12 ga - Grey powder coat finish - 2 stainless steel cuff rings on each 72" side Top: Stainless steel Orbital Finish Two of the IBF-60 will have 3 cuff rings.	\$885.45	\$1,770.90
Shipping and Handling Standard dock delivery to Long Beach, MS			\$129.00
TOTAL			\$2,628.99

Minutes of August 3, 2010 Mayor and Board of Aldermen

Lead-time: 8 to 10 weeks ARO, or sooner.

Your Local Representative TJ Sales & Associates, Tommy Jernigan, 205-647-1148, twjssa@aol.com

This Quotation is valid for 30 days and subject to the Standard Terms and Conditions stated in the Norix Group Price List.

Thank you for allowing Norix the privilege of quoting your requirements.

Ship To: _____ Accepted By: _____

Address: _____ P.O. Number: _____

_____ Tax Exempt? (please circle) Yes or No

Contact: _____ Tax Exempt #: _____

Phone: _____ Requested Delivery Date: _____

Bill To (if different from above): _____

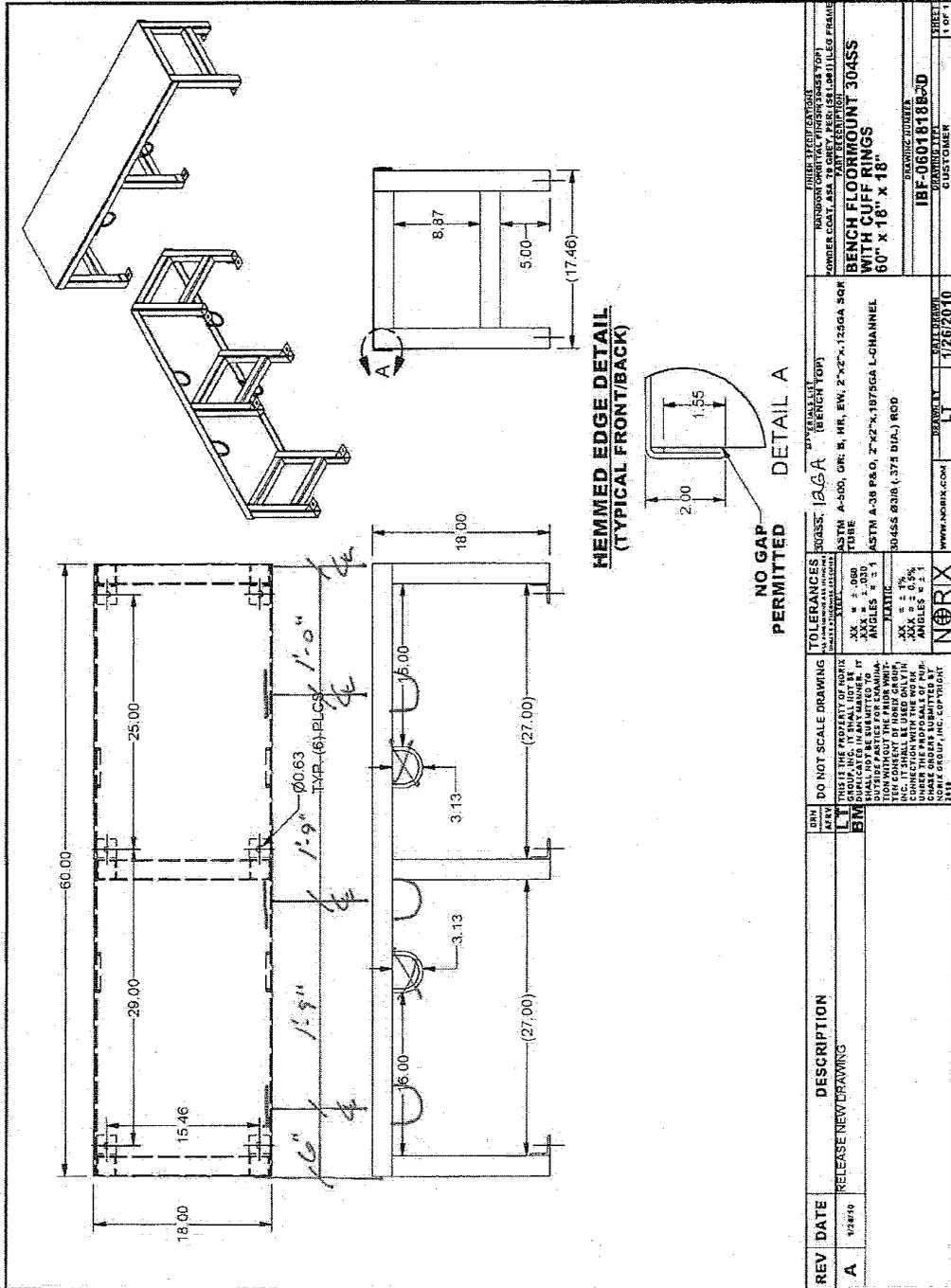
Address: _____

Contact: _____

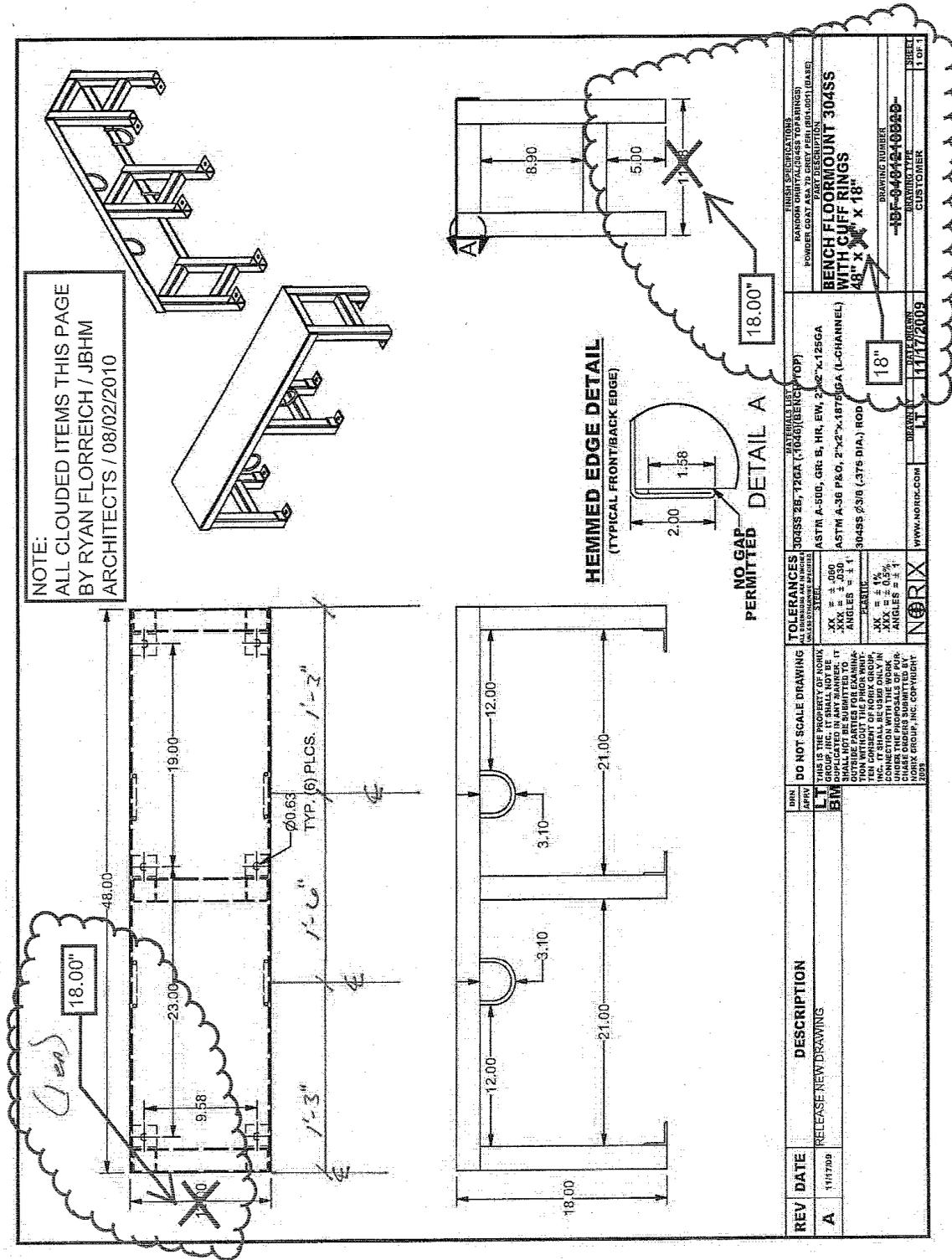
Phone: _____

Minutes of August 3, 2010
 Mayor and Board of Aldermen

Clears



Minutes of August 3, 2010
 Mayor and Board of Aldermen



NOTE:
 ALL CLOUDED ITEMS THIS PAGE
 BY RYAN FLORREICH / JBHM
 ARCHITECTS / 08/02/2010

HEMMED EDGE DETAIL
 (TYPICAL FRONT/BACK EDGE)

NO GAP PERMITTED
 DETAIL A

REV	DATE	DESCRIPTION
A	11/17/09	RELEASE NEW DRAWING

DATE	11/17/2009
DRAWN BY	LT
CHECKED BY	EM
DATE	11/17/2009
DRAWN BY	LT
CHECKED BY	EM

FINISH SPECIFICATIONS	ASTM A-510, GR. B, HR, EW, 2 1/2" x 1/2" x 1/8" (BASE)
PAINT	POWDER COAT, RAL 7010 (SILVER)
PART DESCRIPTION	BENCH FLOORMOUNT 304SS WITH CUFF RINGS 48" x 48" x 18"
DRAWING NUMBER	-18F-04824082B-
DRAWN BY	LT
CHECKED BY	EM
DATE	11/17/2009
DRAWN BY	LT
CHECKED BY	EM

DO NOT SCALE DRAWING	THIS IS THE PROPERTY OF NORIX GROUP, INC. IT SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF NORIX GROUP, INC. IT SHALL BE USED ONLY UNDER THE PROPOSALS OF NORIX GROUP, INC. CONFIDENTIAL.
TOLERANCES UNLESS OTHERWISE SPECIFIED	304SS 2B, 1/2" (1.048) (SERIES 307P) STEEL XX = ± .000 XXX = ± .030 ANGLES = ± 1° FINISH = ± 1 XX = ± .03" ANGLES = ± 1°

Minutes of August 3, 2010
Mayor and Board of Aldermen

Hiller Systems, Inc.

3751 Joy Springs Drive (36693)
Post Office Box 991854
Mobile, AL 36691-1854
Phone: (251) 661-1275
Fax: (251) 666-3062

SUBCONTRACT PROPOSAL CHANGE SUMMARY

Project Name: Long Beach City Hall, Long Beach, MS

July 8, 2010

Subject: Room 207, carpet

Change Order Request No. 002 RFP or PCO No. ...

1. Situation:
 - a. Room 207 has been changed from sealed concrete to carpet (CB01).
2. Corrective Action:
 - a. Furnish and install approx 12 syds of Prince Street Blaze Bad Chemistry (CB01) in room 207.
3. Itemized Breakdown:

a. Labor: 2men x 1/3hrs @ \$44.50/hr =	\$ 267.00
b. Matl: Carpet, adhesive and consumables:	\$ 588.05
c. O/H Fee:	\$ 128.26
d. Total	\$ 983.31

d) Time Extension Request: none required at this time. This price is only good if carpet is installed while other carpet work is in progress.

Pete Haring
s/ Pete Haring
Senior Projects Manager

Endorsement:
Stark Contracting Co., Inc. authorizes Hiller Systems, Inc. to proceed with the above captioned work as described and quoted herein.

_____ title _____ date _____
s

Management: hsimgmt@hillercompanies.com

WEBSITE: <http://www.hillercompanies.com>

Engineering: hsicnrg@hillercompanies.com

Minutes of August 3, 2010 Mayor and Board of Aldermen

Page 1 of 2

Chris Guttierrez

From: Rick Snell [Rsnell@branchelectricllc.com]
Sent: Tuesday, June 01, 2010 8:48 AM
To: Chris Guttierrez (Starks)
Subject: PUSH TO TEST BUTTONS LBCH

Chris. Ryan wanted the push to test buttons on the emergency lights in the town hall to be removed. Brad said that Ryan was going to see if that could be done with the fire Marshall. We can remove them (15 total) put the covers on and lay them in the ceiling for \$20.00 each, if they have to be rewired then the cost will be \$60.00 each. Let me know what to do with them. Thanks Rick.

*Branch Electric LLC.
Rick Snell
228-832-2006 work
228-326-9471 cell
rsnell@branchelectricllc.com*

6/22/2010

Minutes of August 3, 2010
Mayor and Board of Aldermen

Jul 29 10 04:57p

Charlynn Hilbun

601-763-6584

p.1

Brush More Paint

David Clark
P.O. Box 54
Moselle, MS 39459
Phone: 601-297-1094

Proposal# 10-0729-A

Date: July 29, 2010

Proposal For: Starks Contracting	Job Name: Town Hall Ceiling
-------------------------------------	--------------------------------

We hereby submit labor and materials per plans and specifications for:
Section 09900 Paints & Coatings

\$ 2,500.00 (Two thousand five hundred and 00/100 Dollars)
Tape/Float/Finish/Repaint 23 Boxes on Ceiling

***Exclusions: Taxes, Bond and Dumpster, Parking Lot Striping

***Certificate of Responsibility: 14247

Payment to be made as follows: Per AIA Document monthly on work completed This proposal may be withdrawn by us if not accepted within 30 days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
Authorized Signature:  Date: 7/29/10

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

Capitol Hardware Company, Inc.
Capitol Building Products Company
Phone (601) 977-9990 * Fax (601) 977-8838
Post Office Box 12730
Jackson, Ms 39236-2730
112 Business Park Dr, Ridgeland, Ms 39157

PROPOSAL

July 20, 2010

To: Starks Contracting Co., Inc.
Biloxi, MS
Attn: Christopher

Job: LBCH
Long Beach, MS

We propose to furnish the following material for the above referenced project for the sum of \$368.00.

Three hundred sixty-eight & no/100.

This proposal is for specific material listed below, and does not include installation and/or allowances.

(23) Rockwood 471 x 26D x exterior mounting pack - Door Stops

Chris:

The stops should ship from the factory in 7-10 business days. Please advise if we are to proceed.
Thanks!

Terms are net 30 days of delivery, without retainage, and plus any and all applicable taxes; FOB warehouse with freight allowed to motor freight station nearest jobsite. Delivery to carrier shall constitute delivery to purchaser.

This proposal is subject to acceptance within 30 days, or before earlier withdrawal by Seller.

Accepted: _____

Capitol Hardware Company, Inc.

By: _____

Matt Stacy

Date: _____

Minutes of August 3, 2010 Mayor and Board of Aldermen

Page 1 of 2

Chris Guttierrez

From: Rick Snell [Rsnell@branchelectricllc.com]
Sent: Friday, July 02, 2010 11:41 AM
To: Chris Guttierrez (Starks)
Subject: MISSING BREAKERS AT LONG BEACH CITY HALL (CO #4)

Chris, I have informed Brad that there were some breakers for 3-1U units on the 2nd floor left out of the panel schedules in panel M2 and in panel M2A they called for 2 pole breakers and the mechanical schedule called for 3 pole units. He said to go ahead and put in a change order for them. The cost will be;

\$727.00 for the 5 breakers, and \$225.00 for the labor which comes to \$952.00

Let me know if you need more information, Thanks Rick

*Branch Electric LLC.
Rick Snell
228-832-2006 work
228-326-9471 cell
rsnell@branchelectricllc.com*

7/6/2010

Minutes of August 3, 2010 Mayor and Board of Aldermen

Page 1 of 2

Chris Guttierrez

From: Tommy Turk [tturk@deltapackaging.net]
Sent: Wednesday, July 28, 2010 11:41 AM
To: cpguttierrez@starkscontracting.com; Jeff.Riggin@emerson.com
Subject: FW: LBCH - Metro Shelving Quote No. 936
Attachments: SASE & SES Assembly instructions.pdf; 10[1].17.pdf; METRO DRAWING REVISED 072210.pdf; 936 REVISED JBHM Architects no price.pdf; newaccountform.doc

Chris,

My name is Tommy Turk, I am a delta packaging a distributor for Jeff at Metro shelving.

Please find your cost with an extra discount from Delta and Metro !

Lot price for all the above parts : \$ 4,499.00

Extra Delta & Metro discount : \$ 399.00 = your cost \$ 4,100.00
Fob factory, Tn. Lead time 2 to 3 weeks after credit approval.

Please complete the new account form or you can pay credit card or check !
Send a copy of sales tax form this item is exempted ! you can fax or e mail : fx 601-354-9049 e mail:
tturk@deltapackaging.net
Let me know if you have any other questions. There is a lot going on at the coast ! Be careful you have an overload of Lt. Gov 's down there this week ! !

Thank you,
Tommy Turk
c. 601-955-1677
Delta Packaging
500 Gulf South Dr.
Flowood Ms 39232
601-354-8986
Fx 601-354-9049
www.deltapackaging.net

From: Jeff.Riggin@emerson.com [mailto:Jeff.Riggin@emerson.com]
Sent: Wednesday, July 28, 2010 9:23 AM
To: cpguttierrez@starkscontracting.com
Cc: tturk@deltapackaging.net
Subject: RE: LBCH - Metro Shelving Quote No. 936

Chris,

I will be sending the quote request to:

Delta Packaging
Tommy Turk
601-955-1677

7/28/2010

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

Page 1 of 2

Chris Gutierrez

From: Rick Snell [Rsnell@branchelectricllc.com]
Sent: Monday, July 26, 2010 1:43 PM
To: Chris Gutierrez (Starks)
Subject: SLAVE UNIT FOR LIGHTING CONTROLLER AT LBCH

Chris, here is our price for the 8 relay slave unit for the lighting controller at Long Beach City Hall per Brad's request due to the fact that the 16 relay controller now has 20 circuits going to it. We have combined what we could and still come out with 20 circuits as a minimum needed. \$2880.00 Thanks, Rick

*Branch Electric LLC.
Rick Snell
228-832-2006 work
228-326-9471 cell
rsnell@branchelectricllc.com*

7/28/2010

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve Police Department personnel matters, as follows:

- Step Increase Dispatcher Thomas Allen, PS-3-I, effective September 1, 2010;
- Step Increase Patrol Sergeant Brian Beeman, PS-11-V, effective August 16, 2010;
- Step Increase Evidence Clerk Carl Campbell, CSA-5-X, effective August 1, 2010;

M.B. 69
REG/PUBHEAR:08.03.10

Minutes of August 3, 2010
Mayor and Board of Aldermen

Step Increase Patrolman 1st Class Phillip Carden, PS-9-I, effective August 1, 2010;

Step Increase Patrolman 1st Class Patrick Craig, PS-9-III, effective August 1, 2010;

Step Increase Clerk Georgette Harrell, CSA-3-X, effective August 1, 2010;

Step Increase Admin Lieutenant Keith Ladner, PSA-12-VI, effective September 16, 2010;

Step Increase Admin Detective Alicia Stevison, PSA-10-I, effective September 1, 2010;

FTO Pay Patrolman 1st Class Pat Kliss, effective July 16, 2010;

Reassignment from Dispatch to Patrol Officer Recruit, Carl Taylor, PS-5-B, effective September 1, 2010;

Promotion to Detective Sergeant, Alan L. Bond, PSA-11-III, effective August 1, 2010;

Retirement Police Officer Michael Gruich effective September 1, 2010.

Based upon the recommendation of Harbor Master Michael White and certification by the Civil Service Commission, Alderman Anderson made motion seconded by Alderman Carrubba and unanimously carried to approve the emergency hire of Harbor Guard Edward Scott West, CSH-2-Basic, effective August 1, 2020.

There came on for consideration on a letter from Captain James Lunsford, as follows:

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

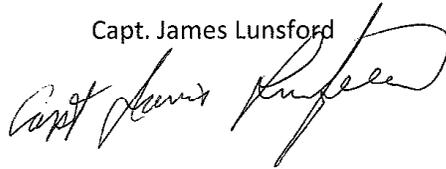
7/26/10

To Whom It May Concern,

I currently own two plots in the long beach cemetery and would like to sell them back to the city as I will no longer need them because I have decided upon cremation. Thank you in advance for your consideration in this matter.

Sincerely,

Capt. James Lunsford



Alderman Parker made motion seconded by Alderman Couvillon and unanimously carried to approve the purchase two (2) cemetery plots from Captain James Lunsford, NE ¼ Lot 347, in the amount of \$800.00, as requested.

Based upon the recommendation of Municipal Court Clerk Jane Marsland and certification by the Civil Service Commission, Alderman Anderson made motion seconded by Alderman Carrubba and unanimously carried to approve the Step Increase, Deputy Court Clerk Debbie Korte, CSA-4-VI, effective August 1, 2010.

Minutes of August 3, 2010
Mayor and Board of Aldermen

There came on for consideration the animal control services contract, Humane Society of South Mississippi, taken under advisement for further consideration and review at the regular meeting held on July 20, 2010.

Alderman Anderson made motion seconded by Alderman Couvillon to approve the contract as submitted by the Humane Society.

Discussion was held regarding increased fees charged by the Humane Society and additional fines imposed upon animal owners in the new animal control ordinance and, after considerable discussion, Alderman Carrubba made motion seconded by Alderman Ponthieux to take said contract under advisement for further consideration and review at the next regular meeting, August 17, 2010.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Nay
Alderman Carolyn Anderson	voted	Nay
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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

There came on for consideration derelict properties and after considerable discussion, Alderman Anderson made motion seconded by Alderman Ponthieux and unanimously carried directing the Mayor to direct Building Official Earl Levens and fire department personnel to inspect derelict properties to determine if said properties are to be condemned, as follows:

- Jim English Property, 105 Jeff Davis Avenue.
- Old Senior Citizens Property, 206 Jeff Davis Avenue.
- Corner of Pineville and LaRosa Road (Mini-Shopping Center), 100 LaRosa Road.
- Old building on Pineville Road that once housed Hancock Bank

* * * * *

Upon further discussion of derelict properties, Alderman Ponthieux made motion seconded by Alderman Lishen and unanimously carried directing Building

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

Official Earl Levens to evaluate derelict properties and forward the proper notices to those property owners, as follows:

- Ramada Inn Property, Shelter Rock Two LLC, 220 West Beach Boulevard.
- K-Mart Property, 214 East Beach Boulevard.
- Central Progressive Bank Property, 117 Markham Drive.

* * * * *

Further discussion was held regarding overgrown lots, specifically as it applies to “wooded” lots and whether or not those lots should be addressed at this time. After considerable discussion, no formal action was required or taken.

* * * * *

There came on for consideration an appointment to the Harrison County Motor Vehicle for Hire Commission and the appointment of Mayor William Skellie, Jr., to said Commission on June 15, 2010. [Minute Book 68, Page 356]. It was noted for the record that it was not the intent of House Bill 1737 for elected officials to serve on the Commission.

Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to rescind the appointment of William Skellie, Jr. and appoint Frank Castiglia, Jr. to the Harrison County Motor Vehicle for Hire Commission for the initial two year term.

* * * * *

Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried directing City Engineer David Ball to inspect North Seal Avenue where it intersects with Pineville Road at the “five points” to determine property ownership and city easement in order to eliminate the “NO RIGHT TURN” from North Seal onto Pineville Road.

* * * * *

It was noted for the record that, upon inspection by fire department personnel and Building Official Earl Levens, the building located on the northwest corner of Klondyke and Commission Road, is not in compliance with city code and the property owner has ten (10) days to rectify the problems.

* * * * *

Discussion was held regarding proposed ad valorem tax notices and it was noted for the record that the notices were published and no official action was required or taken at this time.

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

Discussion was held regarding the prohibition of cannabinoids and action was taken as follows:

ORDINANCE NUMBER 577

AN ORDINANCE BY THE CITY OF LONG BEACH, MISSISSIPPI, PROHIBITING THE USE, PURCHASE, POSSESSION, DISTRIBUTION, SALE, OR OFFERING FOR SALE SYNTHETIC CANNABINOIDS OR OTHER SYNTHETIC CHEMICALS, THEIR SALTS, ISOMERS, HOMOLOGUES, AND SALTS OF ISOMERS AND HOMOLOGUES WITHIN THE SPECIFIC CHEMICAL DESIGNATION AS FOLLOWS.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi, (the "Municipality") having made due investigation therefore, do now find, determined, adjudicate, declare and ordain as follows:

Section 1. The sale of individual packets of chemicals for the purpose of incense "not for human consumption" but is being purchased and smoke by citizens, presents a serious safety and health issue for the city and the purpose of this ordinance is to prohibit the sale, possession or use of said individual packets of incense.

Section 2. No person shall use, possess, purchase, distribute, sell, display for sale or attempt to use, possess, purchase, distribute, sell or publically display for sale any one or more of the following chemicals, their salts or isomers within the city limits of the City of Long Beach, Mississippi;

- A. Salviadinorum or salvinorum
 - A: all or parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof an extract from any part of such plant, and every compound, manufacturate, salts derivative, mixture or preparation of such plant, its seeds or extracts;
 - B. (6aR, 10aR)-9(hydroxymethyl)-6, 6dimethyl-3-(2-methyloctan-2-yl)-6a7,10 10a-tetrahydrobenzo[c]chromen-1-01 some trade or other names;
 - C. 1-Pentyl-3-(1-naphthoyl) indole-some trade or other names: JWH-018\SPICE;
 - D. 1-Butyl-3-(1-napthohoyl) indole-some trade or other names: JWH-073;
 - E. 1-(3-[trifluoromethylphenyl) piperazine-some trade or other names; TFMIP;
 - F. 4-METHOXYMETHCATHIONE AND Ethylcathinone

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

G. or synthetic cannabinoids; JWH-018

H. or any similar structural analogs.

Section 3. No person shall use, possess, purchase, distribute, sell or display for sale or attempt to use, possess, purchase, distribute, sell or display for sale any one or more of the following chemicals, their salts or isomers within the city limits of the City of Long Beach, Mississippi any chemical compound with the name *Canavalia maritima*, *Nymphaea caerulea*, *Scutellaria nana*, *Pedicularis densiflora*, *Leonotis leonurus*, *Zornia latifolia*, *nelumbo nucifera* and *Leonurus sibiricus* or any synthetic tocopherol.

Section 4. This ordinance shall not apply to any person who shall commit any act described in this ordinance for the purpose of anesthesia for a medical or dental procedure, performed by a person with a medical license.

Section 5. Any person found guilty of violating any section of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed \$1,000.00, imprisonment in the county jail not to exceed six (6) months, or both.

Section 6. EFFECTIVE DATE

In order to provide for the health and safety of the public this Ordinance shall take effect and be in force immediately upon adoption; however, proper publication and enrollment of same in the municipal records shall nevertheless occur and be had in the manner provided by law.

The above and foregoing Ordinance Number 577 was introduced in writing by Alderman Anderson who moved its adoption. Alderman Carrubba seconded the motion to adopt said Ordinance Number 577; and after discussion, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	Voted	Aye
Alderman Gary J. Ponthieux	Voted	Aye
Alderman Kaye H. Couvillon	Voted	Aye
Alderman Carolyn J. Anderson	Voted	Aye
Alderman Leonard G. Carrubba, Sr.	Voted	Aye
Alderman Mark E. Lishen	Voted	Aye
Alderman Ronnie Hammons, Jr.	Voted	Aye

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance 577 adopted and approved this the 3rd day of August, 2010.

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

Discussion was held to consider raising cemetery fees and action was taken as follows:

ORDINANCE NO. 578

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NUMBER 471 ESTABLISHING GENERAL RULES AND REGULATIONS OF THE OPERATION OF MUNICIPAL CEMETERIES WITHIN THE CITY OF LONG BEACH, MISSISSIPPI; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, having made due investigation therefore, do now find, determine, adjudicate and declare that it is necessary and proper to adopt the following ordinance governing and relating to the operation of municipal cemeteries within the city limits of the City of Long Beach, Mississippi; now therefore,

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

ARTICLE 1. PLATS REQUIRED

There shall be kept by the City Clerk, a plat of each city cemetery, and he/she shall, by and within consent of the Mayor upon application of any person entitled to purchase, convey by deed any of the lots on sale, and not lots shall be sold except in platted additions.

ARTICLE 2. SALE OF LOTS AND INTERMENT SITE

- a) **“Lot and “interment site” defined.** All cemetery property shall be sold by lots or interment sites. For purposes of this section, the term “lot” shall consist of four (4) interment sites; and the term “interment site” shall mean a burial space for one (1) person which shall measure ten (10) feet long and five (5) feet wide.

Minutes of August 3, 2010
Mayor and Board of Aldermen

- b) **Price; option to purchase additional sites.** The price of each interment site shall five hundred (\$500.00). The purchase of single interment sites shall be confined to the southwest and northeast corners of the 1989 Extension of the Long Beach Cemetery and more particularly described as Lots 367, 368, 369, , 370, 371, 372, 183, 184, 201, 202, 203 and 204. Multiple interment sites shall be sold throughout the remainder of the cemetery requiring the purchase of a minimum of two (2) interment sites and a maximum of eight (8) interment sites.
- c) **Disposition of moneys; record of sales.** The money for the purchase of lots for interment shall be paid to the City Clerk, who shall keep a record of such sales.

ARTICLE 3. SIGNING AND CONDITIONS OF DEEDS

Deeds shall be signed and acknowledged by the Mayor and City Clerk and shall contain the condition that unless the purchaser shall observe and obey all the regulations of the Mayor and Board of Aldermen concerning the cemetery, now in force or hereafter enacted, the title of such lots shall revert to the City.

ARTICLE 4. USE OF CEMETERIES; EXERCISE OF INTERMENT RIGHTS.

The use of city cemeteries and the exercise of interment rights therein shall be subject to the following conditions and restrictions:

- (a) **Financial interest in lots, transfer of lots.** No person shall be interested directly or indirectly in the purchase of any lot in any city cemetery, unless such person shows proof that he/she is a citizen of the city, and the purchase of any lot in any city cemetery is for such person or his family's own use unless permission to the contrary, in writing, is obtained from the Mayor and Board of Aldermen. No person shall dispose of a cemetery lot or any part of it without first reporting to the City Clerk the name of the party to whom such transfer is proposed to be made, and receiving the city's assent thereto.
- (b) **Deed, payment required** No interment sites may be used until deed to the interment right has been executed and delivered by the city. No deed for an interment right shall be executed or delivered until the price therefore has been paid in cash in accordance with the provisions of this article.
- (c) **Plants, shrubbery.** No additional growing plants, shrubs or flowers will be permitted, on interment sites or elsewhere in the cemeteries, so as to hamper or prevent necessary maintenance and care. Containers for flowers designed to be set on the headstone are allowed provided, however, that the location and setting of such containers shall be performed under the supervision of the foreman.
- (d) **Headstones, markers.** Headstones extending above the ground shall be allowed on interment sites, however, the placement of such headstones, markers or plaques shall be done under the supervision of the foreman; provided there shall be one (1) headstone per site. Above ground foot stones, statues, ornaments, any type of slab, coping, or other material used to cover, encompass or adorn an interment site are prohibited.

Minutes of August 3, 2010
Mayor and Board of Aldermen

(e) **Plant, flower containers.** The city shall not be responsible for clay pots, glass containers, flower stands or other items placed in the cemeteries. All flower vases shall be mounted or secured to the headstone.

(f) **Persons eligible for burial.** Only members of the immediate family of each owner of burial sites or persons related to such owner within the third degree as computed under the civil laws may be interred unless by express consent of the city. No more than one (1) person per interment lot shall be interred without the express written consent of the city regardless of the type or size of vaults, caskets or similar containers, whether cremated or not.

(g) **Sale by owner.** An owner may sell property owned by him in the cemeteries only with the consent of the city. No such sale may be made for a sum greater than the price currently charged by the city.

(h) **Vehicles.** It shall be unlawful for any person to drive any type of vehicle in a city cemetery except on paved or designated areas.

ARTICLE 5. FENCES.

No fence of any kind shall be permitted around cemetery lots or interment sites.

ARTICLE 6. ENTERING CEMETERIES AT NIGHT PROHIBITED.

It shall be unlawful for any person to enter or go within the enclosure of any city cemetery during the hours of nighttime, that is, between dusk and daylight.

ARTICLE 7. BURIAL REQUIRED INSIDE CEMETERIES.

The bodies of deceased persons shall not be buried at any other place within the city limits except in some duly established and regularly operated cemetery, and the digging of graves in the city-owned cemeteries shall only be done by authorized employees of the city or other persons designated by the city to accomplish same.

ARTICLE 8. CITY EMPLOYEES TO DIG AND FILL GRAVES, WHEN MATERIAL, LABOR AND EQUIPMENT TO BE FURNISHED BY CONTRACTOR.

It shall be the duty of the employees of the city, or its designee, on application of the person interested, accompanied by a permit from the health officer, on payment of proper fees, to dig and fill graves in the city cemeteries. However, when concrete, steel or other metal vaults or similar casket containers are used, the contractor or other persons responsible for its use shall furnish material, labor and equipment necessary for raising, placing in position and lowering such vault or container; and where the work to be performed is interrupted by a funeral or other necessary delay, said labor and equipment shall remain immediately available to complete the work without delaying the city's employees or its designee in the contemplation of its duties.

ARTICLE 9. DISINTERMENT PERMIT REQUIRED FEE.

Minutes of August 3, 2010
Mayor and Board of Aldermen

No disinterment or transfer of bodies from one (1) lot to another or out of the city cemetery shall be made without first obtaining a written permit from the health officer, which may be granted by him to the funeral director. For the services of opening and filling such graves, the city shall receive from the funeral director, or persons granted authority by permit, the fee of five hundred fifty dollars (\$550.00).

ARTICLE 10. CHARGES FOR BURIAL AND PERPETUAL MAINTENANCE.

(a) **Generally.** Cemetery charges for burial and perpetual maintenance for all persons shall be as follows:

Weekdays	\$500.00
Saturday	\$625.00
Holidays	\$625.00
Cremation	\$250.00
	\$350.00 (Saturdays/Holidays)

(b) **Overtime charges.** Per all work done after 3:30 p.m. in addition to the fees herein provided, there shall be an overtime fee for one hundred (\$100.00) per hour or any part thereof for work performed after 3:30 p.m.

(c) **Sundays.** There will be no burials on Sundays.

ARTICLE 11. AUTHORITY TO IMPROVE LOTS.

Lot owners may make improvements and additions to their own lots, but it must always be done under the supervision of the foreman, in strict conformity to the requirements of this article.

ARTICLE 12. EFFECTIVE DATE.

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

The above and foregoing Ordinance No. 578 was introduced in writing by Alderman Ponthieux who moved its adoption. Alderman Carrubba seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Bernie Parker	voted Aye
Alderman Gary J. Ponthieux	voted Aye
Alderman Kaye H. Couvillon	voted Aye
Alderman Carolyn Anderson	voted Aye
Alderman Leonard G. Carrubba, Sr.	voted Aye
Alderman Mark E. Lishen	voted Aye
Alderman Ronnie Hammons, Jr.	voted aye

Minutes of August 3, 2010
Mayor and Board of Aldermen

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance Number 578 adopted and approved this, the 3rd day of August, 2010.

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

There came on for consideration the Cable Franchise agreement and action was taken as follows:

ORDINANCE NO. 579

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 252 OF THE CITY OF LONG BEACH, MISSISSIPPI, GRANTING TO CABLE ONE, INC., ITS SUCCESSORS AND ASSIGNS A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN SAID CITY A CABLE TELEVISION SYSTEM, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF SUCH FRANCHISE; PROVIDING FOR REGULATIONS AND USE OF SUCH SYSTEM; PRESCRIBING PENALTIES FOR VIOLATIONS OF ANY OF THE PROVISIONS OF THIS ORDINANCE; AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Short Title. This Ordinance shall be known as and may be cited as the "Long Beach Cable Television Franchise Ordinance of 2010."

SECTION 2. Definitions. For the purpose of this Ordinance the following terms, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "City" is the City of Long Beach, Mississippi.
- (b) "Company" is the Grantee of rights under this Franchise.
- (c) "Board" is the Board of Aldermen of the City of Long Beach, Mississippi.

Minutes of August 3, 2010
Mayor and Board of Aldermen

- (d) "Grantee" is Cable One, Inc., a Delaware Corporation.
- (e) "Person" is a person, firm, partnership, association, corporation, company or organization of any kind.
- (f) "Cable Service" means (a) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service; (b) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- (g) "Cable Television System or ACATV System" shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming as well as any other electrical or light signals, as permitted by the Federal Communications Commission, and which is provided to multiple subscribers within a community for a fixed or periodic fee and whose transmission paths pass along, over, under, across and upon streets, ways, lanes, alleys, parkways, bridges, highways and other public places.
- (h) "FCC" is the Federal Communications Commission.
- (i) "Gross Revenues" means revenues received by the Grantee generated from the provision of Cable Service through the operation of Grantee's Cable System within the City; provided, however, it shall not include any tax, fee or assessment that is collected by the Grantee from subscribers for pass through to a government agency. In addition, actual uncollectible debts and refundable deposits shall be deducted from Gross Revenues in computing any franchise fee.
- (j) "Street" or "streets" is the surface of and the space above and below any public street, road, highway, freeway, land, path, public or other easement now or hereafter held by the City for the purpose of public travel, and shall include such other easements and rights-of-way as shall be now held or hereafter held by the City and its Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property and equipment as may be ordinarily necessary and pertinent to a cable television system.

SECTION 3. Grant of Authority. Subject to the terms and provisions of this Ordinance hereinafter contained, there is hereby granted by the City to the Grantee, the right, privilege and franchise to construct, operate, extend, maintain and remove a CATV System to transmit cable service and other forms of signals whether video, audio, digital, or other technologies developed in the future in the Streets of the City for a period of Ten (10) years from and after the passage, adoption, acceptance and effective date of this Ordinance.

Minutes of August 3, 2010
Mayor and Board of Aldermen

SECTION 4. Authority Not Exclusive.

(a) The right, privilege and franchise to use the streets for the purposes herein set forth shall not be exclusive; the City reserves the right to grant a similar use of said streets to any person at any time during the period of this Franchise.

(b) There is not included in this grant of authority the right to erect poles or posts along the streets or other public places where poles or posts now exist, it being the intent of the City that additional and duplicating poles, lines or posts are not to be erected. Where no poles, lines, or posts exist, individual poles or posts may be placed, provided the existence and location thereof is, in each instance, approved in writing by the City or its duly authorized representative.

SECTION 5. Compliance With Applicable Laws and Ordinances. The Company shall, all times during the life of this Franchise, be subject to all lawful exercise of the police power of the City, and to such reasonable regulation as the City shall hereafter by resolution or ordinance provide.

SECTION 6. Franchise Territory. The Franchise is for the territorial limits of the City and for any area henceforth added thereto during the term of this Franchise; provided that, the Grantee shall not be required to extend service to any newly annexed area that is being serviced by another cable system or when service to that area requires the Grantee to pass through areas serviced by another operator.

SECTION 7. Conditions of Street Occupancy.

(a) All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be so located as to cause the minimum interference with the proper use of the streets, alleys and other public ways of the City and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of said streets, alleys or other public ways and places, and of the traveling public. The cable television system shall be constructed and operated in compliance with all local and national construction codes.

Minutes of August 3, 2010
Mayor and Board of Aldermen

(b) Except when absolutely necessary to service a subscriber and not simply because it may be more convenient, economical or profitable for the Grantee to so operate, and then only when expressly permitted in writing by the City or its duly authorized representative under such conditions as shall be prescribed for the public welfare, the Grantee shall not erect, nor authorize or permit others to erect, any poles or other facilities within the streets of the City for the conduct of its CATV System, but shall use the existing poles and other equipment of the appropriate electrical power and telephone or other utility companies under such terms and agreements as the Grantee shall negotiate with those companies.

(c) Should the Grantee be required to place any lines or other equipment on any street or streets under the jurisdiction of the City, the manner of placement and location thereof shall be decided in consultation with a City representative designated by the Mayor.

(d) In the case of disturbance of any street, sidewalk, alley, public way, or paved area, the Grantee shall, at its own cost and expense and in a manner approved by the Director of Public Works or other appropriate official of the City, replace and restore such street, sidewalk, alley, public way, or paved area in as good a condition as before the work involving such disturbance was done.

(e) If at any time during the life of this Franchise the City shall lawfully elect to alter or change the grade of any street or streets, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other fixtures and appliances at its own cost and expense.

(f) Any poles or other fixtures placed in any public street or streets or in any public way by the Grantee shall be placed in such manner as not to interfere with the usual travel on such public way.

(g) The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall

Minutes of August 3, 2010
Mayor and Board of Aldermen

be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(h) The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming into contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee.

(i) In all sections of the City where cables, wires, or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires, or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee so to do.

SECTION 8. Liability and Indemnification.

(a) The Grantee shall pay and by its acceptance of this Franchise the Grantee specifically agrees that it will pay all damages and penalties which the City may legally be required to pay as a result of the granting of this Franchise. These damages or penalties shall include, but shall not be limited to, damage arising out of the installation, operation and/or maintenance of the CATV System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(b) The Grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all expenses incurred by the City in defending itself with regard to all damages and penalties mentioned in subsection (a) above. These expenses shall include out of pocket expenses such as reasonable attorney's fees.

(c) The Grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain throughout the life or terms of this Franchise liability insurance insuring the City as an additional insured and the Grantee with regard to all damages mentioned in subsection (a) and (b) above in the minimum amounts of:

- (1) \$500,000 for property damage in the aggregate;

Minutes of August 3, 2010
Mayor and Board of Aldermen

(2) \$500,000 for personal injuries, including death, to any one person per occurrence with an aggregate limit of \$1,000,000 for all claimants in any one occurrence;

(3) \$500,000 for the infringement of copyrights or patents; and

(4) \$500,000 for all other types of liability.

(d) The insurance policy or policies obtained by the Grantee in compliance with this section must be approved by the Board, and certificates of such insurance, along with written evidence of the payment of the premiums thereon, shall be filed and maintained with the City Clerk during the life of this Franchise.

SECTION 9. Services and Facilities; Technical Standards

(a) Services and Facilities:

(1) The Grantee shall provide a minimum of Forty (40) channels available for basic services for reception on standard television receivers; and in addition, digital channels and premium pay channels which can be received through a digital converter box; all for immediate service to subscribers.

(2) The CATV System herein contemplated shall have the minimum channel capacity within the time and as the same may be, prescribed by the Federal Communications Commission in 47 Code of Federal Regulations, Part 76, or as may be provided by the State of Mississippi, or other government agency having or acquiring jurisdiction of CATV Systems.

(3) The Grantee shall have the right to institute reasonable service rules and regulations for the conduct of its business.

(4) The receiving, transmission, and distribution equipment of the Grantee shall be installed, maintained and operated so as to provide reception by subscribers throughout the system of essentially the same quality as that received at the antenna site with minimum degradation.

(5) The reception, distribution and transmission system of the Grantee presently in existence and hereafter constructed, installed, operated and maintained, shall not be

Minutes of August 3, 2010
Mayor and Board of Aldermen

abandoned, either in whole or in part, by the Grantee without the consent of the City, acting by and through its Board.

(6) There is reserved to the City the right and privilege to require that the Grantee maintain in the future (i) one specially designated access channel for non-commercial public use on a first come, non-discriminatory basis, provided that the Grantee shall retain the right in its sole discretion to refuse to broadcast materials it deems lewd or lascivious in nature on such channel; (ii) one (1) specially designated channel for use by local educational authorities; and (iii) one (1) specially designated channel for local governmental uses. Grantee will have no control over the programming of these channels and therefore will have no liability based upon the programming of these channels. This separate sub-section shall be activated only by amendment to this ordinance prescribing reasonable regulations for the provision of such special access channels.

(b) Technical Standards.

(1) The Grantee shall comply fully with the technical rules and standards for cable television construction, maintenance and operation as adopted by the Federal Communications Commission in 47 Code of Federal Regulations, Part 76, as now existing, or as may be hereafter superseded or amended.

(2) The CATV Systems of the Grantee contemplated herein shall meet all performance criteria of the aforesaid 47 C.F.R. Part 76.

SECTION 10. Rates.

(a) All rates and charges enacted or proposed to be enacted by the Grantee shall be fair, just and reasonable. The Company shall be entitled to increase said rates in accordance with the provisions of federal law; provided, however, that notice of any change in rates shall be given to subscribers and the City not less than thirty (30) days prior to the implementation date thereof.

Minutes of August 3, 2010
Mayor and Board of Aldermen

(b) The Grantee shall furnish, free of all cost, basic T.V. service (but not including HBO or other premium pay service) to library, city hall, school, fire and police stations in the City where available.

(c) The Grantee shall have the right to provide for additional rate charges for pay or other premium channel services furnished over and above the minimum basic channel service above provided.

(d) The City reserves the right to provide by separate hearing or resolution regulations for rate charges where such regulation of rates has not been preempted by the Federal Communications Commission or may be preempted by the State of Mississippi.

(e) The Grantee shall notify the City and its subscribers before the implementation of any rate changes at least thirty (30) days before rate changes go into effect.

SECTION 11. Rates to be Non-Discriminatory. The Grantee shall administer any and all rates and charges so as not to give preference nor discriminate among subscribers of like category or class; provided that, where not otherwise prohibited by law, none of the foregoing shall be deemed to prevent the Grantee from establishing:

(a) Special temporary reduced rates for periodic promotional offers to attract new subscribers or for subscribers who pay promptly;

(b) Reasonable policies for deposits, penalties, or denial of service where a particular subscriber has proven to be a bona fide credit problem;

(c) Separately negotiated bulk rates for multiple dwelling units;

(d) Separate rates for commercial and non-commercial users of special access channels, when and if provided for as in Section 10(a) (6) above; or

(e) Discounts for senior citizens

SECTION 12. Advance deposits; Disconnections.

(a) Advance Deposits. The Grantee may require subscribers to pay for subscriber services for two (2) months in advance. The Grantee may also require a reasonable security deposit or credit card access for provision of the converter unit.

Minutes of August 3, 2010
Mayor and Board of Aldermen

(b) Disconnection. The Grantee may disconnect service to any subscriber for non-payment of basic and/or premium or other charges on a reasonable basis.

SECTION 13. Transaction Affecting Ownership of Facilities. The Grantee shall at all times during the life of this Franchise be the full and complete owner of all facilities and property, real and personal, of the CATV System herein, and shall not convey the same to any other person for operation under the Franchise without the prior permission or approval of the City in writing. The City shall not unreasonably withhold such approval, provided that the City shall find and determine that the prospective vendee or assignee is financially responsible and possesses the necessary technical expertise to operate and maintain the CATV System; and provided further that there has been filed by the Grantee and prospective vendee or assignee with the City Clerk of the City an instrument in writing duly executed reciting the facts of such sale, assignment or transfer, and acceptance by the vendee or assignee of the terms and provisions of this Franchise and agreement to perform all of the obligations and conditions of this Franchise. Such approval by the City shall be effective only in writing given by the Board within ninety (90) days of the written request for such approval. This provision shall not prohibit the Grantee from hypothecating its property or giving a mortgage or deed of trust as a first lien in favor of any responsible financial institution if it becomes necessary in the financing of the construction of said CATV System.

SECTION 14. Change of Control of Grantee. The grant of this Franchise is based upon the present control of the Grantee. Prior approval of the Board shall be required where ownership or control of more than thirty percent (30%) of the right of the control of the Grantee is required by a person or group of persons acting in concert, none of whom already own or control thirty percent (30%) or more of such right of control, singularly or collectively. By its acceptance of this Franchise, the Grantee specifically covenants and agrees that any such acquisition occurring without the prior written approval of the Mayor and Board of Alderman of the City, shall constitute a violation of this Franchise by the Grantee. As in the case of sale or transfer noted in Section 14, above, the City shall not unreasonably withhold such approval upon the same terms therein above stated. Administrative transfers to a newly created holding

Minutes of August 3, 2010
Mayor and Board of Aldermen

company or to an already existing affiliated company or parent company will not constitute a change of control.

SECTION 15. Filings and Communication with Regulatory Agencies.

Notice of all petitions, applications and communications submitted by the Grantee to the FCC, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to this Franchise and CATV System, shall be given by the Grantee to the Board simultaneously with such filing; and if requested by the Mayor, City Attorney or the Board, copies thereof shall be filed with the City Clerk of the City.

SECTION 16. City Rights in Franchise.

(a) The right is hereby reserved to the City or to its Board to adopt, in addition to the provisions contained in this Ordinance and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

(b) The City shall have the right to inspect the books, records, maps, plans, financial records and other like materials of the Grantee applicable to the Franchise, at any time during normal business hours, but at reasonable times and upon prior notice to the Grantee, such examination, if any, to take place at the office of the Grantee in the City of Long Beach, Mississippi.

(c) The City shall have the right to supervise all construction or installation work performed subject to the provisions of this Franchise, with respect to the location and placement of poles, fixtures and appliances, and make such inspections as it shall find necessary to insure compliance with the terms of this Franchise and other pertinent provisions of law, not inconsistent with 47 C.F.R. Part 76.

(d) The City shall have the right, during the life of this Franchise, to install and maintain free of charge upon the poles owned by Grantee any wire and pole fixtures necessary for

Minutes of August 3, 2010
Mayor and Board of Aldermen

a police or fire alarm system, on the condition that such wire and pole fixtures do not interfere with the CATV operation of the Grantee.

(e) At the expiration of the term for which this Franchise is granted, or upon its termination and cancellation, as provided for herein, the City shall have the right to require the Grantee to remove at its own cost and expense all portions of the CATV System from all public streets, public ways and public places in the City.

(f) After the expiration of the term for which this Franchise is granted, or after its termination and cancellation, as provided for herein, the City shall have the right to determine whether the Grantee shall continue to operate and maintain the CATV System pending the decision of the City as to the future maintenance and operation of such system but in no case longer than three months.

(g) Pending the determination by the City noted in subsection (f), above, and pending action by the City on any request for renewal of the Franchise by the Grantee, the Grantee may continue to operate the CATV System otherwise consistent with the term and provisions of this Franchise.

SECTION 17. Map, Plans and Reports.

(a) Upon request, the Grantee shall file with the City Clerk of the City true and accurate maps or plats of all existing and proposed installations of its systems.

(b) The Grantee shall file annually with the City Clerk of the City, not later than sixty (60) days after the end of the Grantee's fiscal year, a copy of its report to stockholders, if any, an income statement applicable to its cable television operations during the preceding 12-month period, and a statement of its property devoted to its CATV System in the City. The reports and statements shall be prepared and certified correct by an officer or authorized agent of the Grantee, and there shall be submitted with such reports and statements such other reasonable information as the Board shall request with respect to the Grantee's properties, income and expenses related to its CATV System operations with the City.

Minutes of August 3, 2010
Mayor and Board of Aldermen

(c) The Grantee shall keep on file with the City Clerk of the City a current list of its shareholders and bondholders.

SECTION 18. Franchise Fee or Payment.

(a) The Grantee shall pay to the City semi-annually an amount equal to five percent (5%) of the semi-annual gross operating revenues taken in and received by it on all retail sales of television signals within the City during such time for the basic cable antenna service rendered within the City, such amount being referred to herein as "Basic cable service", and five percent (5%) of the net sum actually collected and received as additional charges for premium TV service rendered within the Franchise Area. For the purposes hereof "premium TV service" shall mean additional video service or special programming not otherwise available by conventional over-the-air television for which a fee is assessed on a per-channel or per-program basis; and "net premium service revenue" means the amounts actually received by the Franchisee for premium TV service after all acquisition fees are deducted. This fee or payment shall be in addition to any other tax or payment owed to the City by the Grantee.

(b) Service revenues of the Grantee upon which the franchise fees above set forth are based and calculated as above provided shall not include any fees or taxes collected by the Grantee (including the franchise fee and City Sales Taxes) and remitted to the State Tax Commission of the State of Mississippi or any other governmental agency or entity.

(c) The Franchise Fees above provided for shall be calculated semi-annually for the periods of January 1 through June 30 and July 1 through December 31 of each year, and shall be due and payable on or before the last day of the calendar month following the close of the semi-annual period.

SECTION 19. Removal of Facilities Upon Request. Upon termination of service to any subscriber, the Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

Minutes of August 3, 2010
Mayor and Board of Aldermen

SECTION 20. Transfer of Franchise. The Grantee shall not transfer this Franchise to another person without the prior approval of the City by Ordinance, or upon the terms as above set out in Section 13.

SECTION 21. Operation and Maintenance.

(a) The Grantee shall render efficient service, make repairs promptly, and interrupt services only for good cause and for the shortest time possible. Such interruptions insofar as possible shall be preceded by notice and shall occur during periods of minimum use of the system where feasible.

(a) The Grantee shall maintain an office in the City, which shall be open during all usual business hours, have a listed telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time.

SECTION 22. Carriage of Signals. The Grantee shall receive and distribute television signals which are disseminated to the general public without charge by broadcasting stations licensed by the FCC. The Grantee may distribute other signals and broadcasts, such as time and weather, and may provide cable network programming, special pay cable programming, and such other signals as permitted or required by the Federal Communications Commission regulations. All FCC regulations shall be complied with regarding the carriage of the programming of any existing or future television broadcasting station which covers the City of Long Beach, Mississippi, in its principal broadcasting area.

SECTION 23. Emergency Use of Facilities. In case of any emergency or disaster, the Grantee shall, upon request of the City Board, make available its facilities to the City for the emergency use during the emergency or disaster period, unless in accordance with the rules of the FCC, the Grantee is required to override all its channels through its Emergency Alert System and transmit priority state and federal emergency alerts and notifications.

SECTION 24. Safety Requirements.

(a) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries, or nuisances to the public.

Minutes of August 3, 2010
Mayor and Board of Aldermen

(b) The Grantee shall install and maintain its wires, cables, fixtures and other equipment so as not to interfere with any equipment of any utility serving the residents of the City or any other entity lawfully and rightfully using the conduit, pole or other part of the street or right-of-way; and in accordance with the requirements of the National Electric Safety Code and other laws, ordinances and codes of the City.

(c) Any tower constructed in the City for use in the CATV System shall comply with the appropriate standards relating thereto published by the Engineering Department of the Electronic Industries Association of Washington, D.C., and appropriate Federal Aviation Agency regulations where applicable.

(d) All structures and all lines, equipment, and connections in, over, under and upon the streets, sidewalks, alleys and public ways or places in the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good repair and order, by the Grantee.

SECTION 25. Revocation of Franchise.

(a) In addition to all other rights and powers reserved or pertaining to the City by virtue of this Franchise or otherwise, the City reserves the right to terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) Violates any provision of this Franchise or any rule, order, or determination of the City or its Board made pursuant to this Franchise, except where such violation, other than Section 14, 15, or 21 or of subsection (2) below, is without fault or through excusable neglect;

(2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankruptcy;

Minutes of August 3, 2010
Mayor and Board of Aldermen

(3) Attempts to dispose of any of the facilities or property of its CATV business contrary to the provisions of this ordinance; or

(4) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the City.

(b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the Grantee and shall in now way affect any of the City's rights under this Franchise or any provision of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact made by the City Board or its representatives shall be conclusive. Provided further, however, that before this Franchise may be terminated and cancelled under this Section, the Grantee must be provided with an opportunity to be heard before the Mayor and Board of Aldermen and upon reasonable notice of such hearing; provided further, that upon notice to the grantee of any violation, the Grantee shall have a period of thirty (30) days to correct the violation except where this ordinance provides earlier action.

SECTION 26. Failure to City to Enforce Franchise. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the City or its Board upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 27. Grantee Will Not Contest Validity of Franchise. The Grantee agrees by the acceptance of this Franchise that it will not at any time set up against the City in any claim or proceeding any condition or term of this Franchise as unreasonable, arbitrary or void or that the City had not the power or authority to make such term or condition, but shall be required to accept the validity of the terms and conditions of this Franchise in their entirety, unless otherwise provided by Federal or State law, or any of its or their regulatory agencies.

SECTION 28. Rights Reserved to the City. Without limitation upon the rights which City may otherwise have, the City does hereby expressly reserve rights, powers and authorities:

(a) To exercise its governmental powers now or hereafter to the full extent that such powers may be vested in or granted to the City;

Minutes of August 3, 2010
Mayor and Board of Aldermen

(b) To grant additional franchises within the City to other persons for the conduct of a cable system under similar conditions granted by the City herein;

(c) To exercise any other rights, powers or duties required or authorized by or under the Constitution and Laws of the State of Mississippi, including, but not limited to, Code Charter Municipalities as provided by Mississippi law.

SECTION 29. Compliance with State and Federal Law.

(a) Notwithstanding any other provision of this Franchise to the contrary, the Grantee shall at all times comply with all laws and regulations of the State (Mississippi) and Federal Governments and any administrative agencies thereof; provided, however, that if any such state or federal law or regulation shall require the Grantee to perform any service or shall prohibit the Grantee from performing any service or shall permit the Grantee to perform any service in conflict with the terms of this Franchise or any law or regulation of the City B then, as soon as possible following knowledge thereof, the Grantee shall notify the Mayor of the City of the point of conflict believed to exist between such regulation or law and the laws and regulations of the City or this Franchise.

(b) If the City determines that a material provision of this Ordinance is affected by such subsequent action, the City Board shall have the right to carry out the full intent and purpose of this Ordinance and amend the same accordingly.

SECTION 30. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 31. Captions. The captions of sections and subsections throughout this Ordinance are intended solely to facilitate reading and referencing and shall not affect the meaning or interpretation of the provisions contained therein.

SECTION 32. Duration and Acceptance of Franchise.

Minutes of August 3, 2010
Mayor and Board of Aldermen

(a) This Franchise and the rights, privileges and authority hereby granted shall take effect and be in force from and after the final adoption hereof, as provided by law, and shall continue in force and effect for a term of years as provided in Section 3 above; provided that within thirty (30) days after the date of final adoption of this ordinance, the Grantee shall file with the City Clerk its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance shall be in writing duly executed and sworn to by or on behalf of the Grantee before a notary public or other officer authorized by law to administer oaths, and recorded in the Ordinance Book with this Ordinance.

(b) Should the Grantee fail to comply with subsection (a) above, it shall acquire no rights, privileges, or authority under this Franchise.

SECTION 33. Amendment of Ordinance No. 252. Ordinance No. 252 of the City of Long Beach, Mississippi, entitled, *"An Ordinance by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, Granting a Franchise to Coast T.V. Cable, a Mississippi Corporation, its Successors and Assigns, to Operate and Maintain a Community Electronic System in said City, setting Forth Conditions Accompanying the Grant of Such Franchise; Providing for City Regulation and Use of Such System; and Prescribing Penalties for any Violation of any Provision of this Ordinance"*, be and said Ordinance No. 252 hereby is, amended in its entirety to read as above set forth.

SECTION 34. Effective Date. This Ordinance shall take effect and be in force from and after the earliest period allowed by law, upon its adoption, acceptance by Cable One, Inc., its publication and enrollment in the Ordinance Book of the City of Long Beach, Mississippi.

The above and foregoing Ordinance No. 579 was introduced in writing by Alderman Anderson who moved its adoption. Alderman Ponthieux seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Bernie Parker	voted Aye
Alderman Gary J. Ponthieux	voted Aye
Alderman Kaye H. Couvillon	voted Aye

Minutes of August 3, 2010
Mayor and Board of Aldermen

Alderman Carolyn Anderson	voted Aye
Alderman Leonard G. Carrubba, Sr.	voted Aye
Alderman Mark E. Lishen	voted Aye
Alderman Ronnie Hammons, Jr.	voted Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance Number 579 adopted and approved this, the 3rd day of August, 2010.

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

There came on for consideration a Video Services Agreement by and between BellSouth Telecommunications, Inc., d.b.a., AT&T Mississippi, and the City of Long Beach.

Upon discussion, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve the aforesaid agreement, authorizing the Mayor to execute same, as follows:

Minutes of August 3, 2010

Mayor and Board of Aldermen

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated _____, 2009 (Effective Date) is made by and between BellSouth Telecommunications, Inc. d.b.a AT&T Mississippi ("AT&T Mississippi"), a Georgia corporation, and the City of Long Beach, Mississippi, a municipal corporation ("City"). AT&T Mississippi and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties"

RECITALS

A. As a telephone corporation, AT&T Mississippi has a statewide franchise under 1886 Mississippi Laws, Chapter 38, Section 1, to construct, operate and maintain its telecommunications, video and like facilities in the public rights of way ("ROW") throughout the State of Mississippi without having to obtain a local franchise or pay franchise fees.

B. AT&T Mississippi is in the process of modifying its existing telecommunication network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public ROW.

C. For purposes of this Agreement, IP enabled Video Services shall include any technological advances that may be used to provide video services in the future.

D. Both Parties agree that the deployment of the IP Network and the provision of competitive video services to consumers is in the public's best interest.

NOW THEREFORE, in consideration of and in reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Mississippi agree as follows:

1. Term. Excepts as described in paragraph 1(a) below, the term of this Agreement shall be from the Effective Date through December 31, 2020. The term may te extended upon mutual agreement of the Parties in writing.

(a) The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement in whole or in part. Should the finding be final, non-appealable and binding upon either the City or AT&T Mississippi, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case the Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement

Minutes of August 3, 2010 Mayor and Board of Aldermen

in the manner which best effectuates its overall purposes and the intentions of the Parties. Any benefits or requirements entitled to the City under said ruling other than audit assessment shall be deemed retroactive to the date any affected payments are first made under the Agreement. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

(b) In addition to the termination rights set forth in Section 1(a) above, AT&T Mississippi shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (a) AT&T Mississippi concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically, or financially consistent with AT&T Mississippi's business objectives; (b) Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Mississippi; or (c) it becomes clear that AT&T Mississippi must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Mississippi shall pay to City a fee equal to five percent (5%) of the Gross Revenues of AT&T Mississippi collected from each subscriber to AT&T Mississippi's IP Video Services product, including any Gross Revenues from video services included in a bundle of services, and five percent (5%) of the portion of Gross Revenues (collectively referred to as "IP Video Services Provider Fee") from advertising which are defined below. The IP-enabled Video Services Provider Fee and the fee for PEG set forth in paragraph 3 may be identified and passed through on any subscriber bill by AT&T Mississippi, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. This IP Video Services Provider Fee shall be in lieu of any permit fee or any other fee that could otherwise lawfully be imposed by the City on AT&T Mississippi in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, sales taxes, or other taxes that are lawfully imposed on a majority of all other businesses in the City. In the event, the City grants the incumbent cable provider a rate for calculating a fee that is different than the Applicable Percentage, this Agreement shall be automatically amended without any action required by the parties to adjust the Applicable Percentage to the different rate given to the incumbent provider, provided that such different rate does not exceed the maximum fee permitted by 47 U.S.C. §542(b). Upon request, AT&T Mississippi shall make their records available to the City to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on the last day. The City shall have the right to audit any such payment for a period of three (3) years and no acceptance of any payment shall be deemed final payment until the period for audit shall have expired.

Minutes of August 3, 2010

Mayor and Board of Aldermen

2.1 For purposes of this Agreement, Gross Revenues shall be limited to amounts billed to and collected from *AT&T Mississippi IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

2.2 for purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Mississippi;
- (c) late payment fees;
- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, *fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the *IP Video Services Provider Fee authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment; or
- (g) charges, other than those described in subsection 2.1 (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers.

“Gross Revenues” which are subject to the IP Video Services Provider Fee paid by AT&T Mississippi additionally include a pro rate portion of all revenue collected by AT&T Mississippi pursuant to compensation arrangements for advertising (less any commissions AT&T Mississippi receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Mississippi’s IP Video Service within the City. Advertising commissions paid to third parties (excluding any refunds rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services, AT&T Mississippi at the later of such time as AT&T Mississippi achieves 10% market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Mississippi’s launch of IP Video Services the City may request PEG programming as set forth herein. During the terms of this Agreement, and

Minutes of August 3, 2010 Mayor and Board of Aldermen

within one hundred and twenty (120) days of such a request from the City, AT&T Mississippi shall provide capacity for three "streams" or "channels" of noncommercial educational governmental programming through AT&T Mississippi's IP Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Mississippi's IP Video Technology. City and educational institutions designated by the City shall provide this programming and AT&T Mississippi shall receive this programming, at AT&T Mississippi's designated connection point. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

Any operation of any PEG programming stream by City shall be the responsibility of City, and AT&T Mississippi shall be responsible for the transmission of such programming. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T Mississippi in the future, if any, are provided or submitted to AT&T Mississippi, at the AT&T Mississippi designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Mississippi, without requirement for additional alteration or change in the format or content by AT&T Mississippi, over the network of AT&T Mississippi, and which is compatible with technology or protocol utilized by AT&T Mississippi to deliver IP Video Services.

AT&T Mississippi shall remit to the City an additional one-half of one percent of Gross Revenues, as defined in Paragraph 2 herein, in accordance with 47 U.S.C. 531 and 541(a)(4)(B).

4. Emergency Message. AT&T Mississippi shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Mississippi's IP enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Non-discrimination. AT&T Mississippi shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides. Upon receipt of any complaint alleging a violation of this section, the City shall provide a copy of such complaint to AT&T Mississippi and AT&T Mississippi shall have sixty (60) days after receipt of such complaint to respond to such complaint, subject to federal or state law providing otherwise.

6. Obligations of City. During the term of this Agreement City will not subject, nor attempt to subject, the provision of AT&T Mississippi's IP-enabled Video Services over the IP Network to regulation under any cable television ordinance or similar ordinance. In addition:

- (a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Mississippi's existing telecommunications infrastructure.
- (b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network

Minutes of August 3, 2010

Mayor and Board of Aldermen

- (c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Indemnification.

(a) AT&T Mississippi agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Mississippi's negligent construction, operation, or maintenance of its IP Network, provided that City shall give written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, AT&T Mississippi shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T Mississippi in connection with PEG programming.

(b) With respect to AT&T Mississippi's indemnity obligations set forth above, AT&T Mississippi shall provide the defense of any claims brought against City by selecting counsel of AT&T Mississippi's choice to defend the claim, subject to the consent of City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Mississippi and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Mississippi shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Mississippi shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Mississippi shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) In the event the incumbent cable and/or video service provider(s) in the City files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T Mississippi shall cooperate with the City in responding to such claim.

At the City's request, AT&T Mississippi will intervene in any such action and defend any such claim. In such event, AT&T Mississippi shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Mississippi and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Mississippi and at AT&T Mississippi's expense, the City shall cooperate with AT&T Mississippi in the defense of the claim. At its option and expense, the City may retain and use separate counsel to represent it, including in-house counsel.

Minutes of August 3, 2010 Mayor and Board of Aldermen

AT&T Mississippi shall maintain control of the defense and resolution or settlement of the claim, except that if the settlement of the claim would adversely affect the City, AT&T Mississippi may settle the claim as to the City only with its written consent, which consent shall not be unreasonably withheld or delayed.

AT&T Mississippi shall pay the full amount of (I) any judgment or award issued by a court against the City as a result of entering into this Agreement or (ii) any settlement negotiated by AT&T Mississippi with respect to the claim and all other expenses related to the resolution of the claim. AT&T Mississippi's obligation to pay excludes an incumbent cable and/or video service provider's costs, interests and reasonable attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T Mississippi in any settlement agreement or any final judgment ordered by the Court.

8. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. Dispute Resolution. The parties recognize and agree that it is in their best interest to avoid the time and expense of litigation should a dispute arise concerning the provisions of this Agreement and compliance therewith. Therefore, the parties agree to exercise good faith in resolving claims, disputes, and controversies arising out of this Agreement by participating in non-binding arbitration or other alternative means of dispute resolution, including but not limited to mediation, upon terms and conditions mutually agreeable to the parties. **The parties agree to refrain from instituting or pursuing actions at law or in equity until they have attempted to resolve the claim, dispute, or controversy by non-binding arbitration or other alternative means of dispute resolution save for those instances wherein non-binding arbitration or alternative means of dispute resolution will result in immediate harm or be detrimental or prejudice the party's pursuit of an action.

10. Public Rights of Way. The City shall maintain any lawful and reasonable police powers provided for by law over installation of facilities in a public rights-of-way (ROW). AT&T Mississippi agrees that its facilities cannot disrupt sight distance for motorists; will place its video equipment on public ROW close to a property line abutting the public ROW, when and where feasible; cannot be below base flood elevation according to the most recent FIRM and flood insurance study; cannot obstruct drainage; and cannot obstruct pedestrian traffic or violate, to the extent applicable, provisions set forth in the Americans with Disabilities Act of 1990. AT&T Mississippi will also consider the aesthetics involved when placing its video equipment on residential and arterial streets.

11. Customer Service. AT&T Mississippi shall comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c).

12. Free Service to Buildings. If AT&T Mississippi agrees to provide free service to public facilities for any local government in Mississippi, AT&T Mississippi shall, upon

Minutes of August 3, 2010 Mayor and Board of Aldermen

written request by the City, install, at no charge, one service outlet to a demarcation point located on the outside of any designated public building provided such building demarcation point is within 125 feet from AT&T Mississippi's activated distribution point of connection. AT&T Mississippi shall not be required to extend its facilities beyond the appropriate demarcation point located outside the building or to perform any inside wiring. AT&T Mississippi shall provide complimentary video service to public schools, public libraries, police, fire, city attorney, and city hall and over that one service outlet free of charge, which service shall not be used for commercial purposes. The City may not receive service at the same building from more than one cable or video service provider at a time.

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

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

With a Copy to:

Office of the City Attorney
Attention: City Attorney
P.O. Box 929
Long Beach, MS 39560

If to AT&T Mississippi

AT&T Mississippi
General Counsel - Mississippi
Suite 790, Landmark Center
175 E. Capitol Street
Jackson, MS 39201

14. Modification. This Agreement may be amended or modified only by a written instrument executed by both parties.

15. Assignment. Except to affiliates, AT&T Mississippi may not assign or transfer this Agreement or any interest therein without the prior written consent of City. In the event of assignment by AT&T Mississippi to an affiliate, such assignee shall in every respect assume all of the duties and obligations of AT&T Mississippi implied or expressly stated by this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between City

Minutes of August 3, 2010 Mayor and Board of Aldermen

and AT&T Mississippi with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T Mississippi regarding the subject matter hereof.

17. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

18. Choice of Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The parties further agree that the appropriate venue for any legal action involving this Agreement will be in a court of competent jurisdiction in either federal or state courts located in Mississippi.

19. Miscellaneous.

- (a) AT&T Mississippi, and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.
- (b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.
- (c) AT&T Mississippi and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- (d) AT&T Mississippi agrees to comply with any and all current and future state and federal laws, as well as any and all current and future ordinances of the City.
- (e) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

20. Binding Effect. This Agreement shall, to the extent allowed by law, be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Aldermen, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities as applicable.

**Minutes of August 3, 2010
Mayor and Board of Aldermen**

21. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

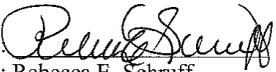
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this ____ day of _____, 2010.

BellSouth Telecommunications, Inc. doing business as AT&T Mississippi

BY: _____
Name: R. Mayo Flynt, III
Title: President - AT&T Mississippi

City of Long Beach, Mississippi

BY: 
Name: William Skellie, Jr.
Title: Mayor, City of Long Beach, Mississippi

Attest: 
Name: Rebecca E. Schuff
Title: City Clerk, City of Long Beach, Mississippi

City Attorney James Simpson, Jr., reported that he received the draft Tidelands Lease from the Secretary of State Office, and is reviewing it for further discussion at a later date.

There were no public comments regarding matters not appearing on the agenda.

Minutes of August 3, 2010
Mayor and Board of Aldermen

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

APPROVED:

Alderman Leonard G. Carrubba, Sr., At-Large

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk