

**Minutes of September 21, 2010
Mayor and Board of Aldermen**

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 21st day of, September, 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 hearing.

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 this public hearing, the following proceedings were had and done.

The public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach at 104 Jeff Davis Avenue, assessed to CTV Development, 4363 Leisure Time Drive #C, Diamondhead, Mississippi, is in such a state of uncleanness as to be a menace to the public and safety of the community, all in accordance with 21-19-11 of the Mississippi Code, 1972, as amended.

The Mayor recognized the City Clerk for her report, whereupon, Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to make the aforementioned report a part of the record of this public hearing, collective Exhibit "A", as follows:

- The Clerk reported that, pursuant to that certain order of the Mayor and Board of Alderman at a regular meeting duly held and convened on August 17, 2010, that she did cause to be sent, via certified mail, return receipt requested, Legal Notice of Public Hearing, to CTV Development at their physical/ mailing address, 4363 Leisure Time Drive #C, Diamondhead, Mississippi, 39535-3243, as the same appears of record on the Harrison County 2010 Real Property Tax Rolls;
- The Clerk further reported that the legal notice was delivered August 23, 2010; said notice is as follows:

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City of Long Beach

BOARD OF ALDERMEN

Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

MAILED

Date: 8/20/10

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

COPY

91 7108 2133 3938 0606 6480

August 20, 2010

Name: C T V DEVELOPMENT
Address: 4363 Leisure Time Drive #C
City, State, Zip Code: Diamonhead, MS 39535-3243

CITY CLERK
CITY OF LONG BEACH
PO BOX 929
LONG BEACH, MS 39560

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting, August 17, 2010, hold a public hearing at 5:00 p.m. Tuesday, September 21, 2010, at the Long Beach School Central Office, 19148 Commission Road Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to C T V Development and situated in the City of Long Beach, Mississippi, at 104 Jeff Davis, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 104 Jeff Davis Avenue, Long Beach, Mississippi 39560

Parcel Number: 0612B-03-071.001

Legal Description: LOT 92 X 110 FT IRR BEG 58 FT S OF INTER OF W MAR OF JEFF DAVIS AVE & S MAR OF FIRST ST S ALONG AVE 92 FTW PARALLEL TO ST ST 110 FT N PARALLEL TO J D AVE 80 FT E 110 FT

If at such hearing, the governing authority shall, in its resolution, adjudicate such parcel of land in its then condition to be a menace to the public health and safety of the community, the governing authority shall, if the owner does not do so himself, proceed to clean the land, by the use of municipal employees or by contract, by cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings and other debris; filling swimming pools; and draining cesspools and standing water therefrom. Thereafter, the governing authority shall, at its next regular meeting, by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty of One Thousand Five Hundred Dollars(\$1,500.00) or fifty (50%) of such actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The cost assessed against the property means the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done.

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

Minutes of September 21, 2010 Mayor and Board of Aldermen

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

The action herein authorized shall not be undertaken against any one (1) parcel of land more than six (6) times in any one (1) calendar year, and the expense of cleaning of said property shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authority that it is necessary to clean the property or land more than once within a calendar year, then the municipality may clean it provided notice to the property owner is given by United States mail to the last known address at least ten (10) days before cleaning the property. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. In the event the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. In the event that the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes as provided by *Section 21-19-11 Mississippi Code, Annotated*.

All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 17th day of August, 2010.


Rebecca E. Schruff
City Clerk

Minutes of September 21, 2010 Mayor and Board of Aldermen

USPS - Track & Confirm

Page 1 of 1


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Track & Confirm

Search Results

Label/Receipt Number: 9171 0821 3339 3806 0664 80
 Class: First-Class Mail®
 Service(s): Return Receipt Electronic
 Status: Delivered

Your item was delivered at 12:23 pm on August 23, 2010 in DIAMONDHEAD, MS 39525.

Track & Confirm

Detailed Results:

- Delivered, August 23, 2010, 12:23 pm, DIAMONDHEAD, MS 39525
- Electronic Shipping info Received, August 20, 2010

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

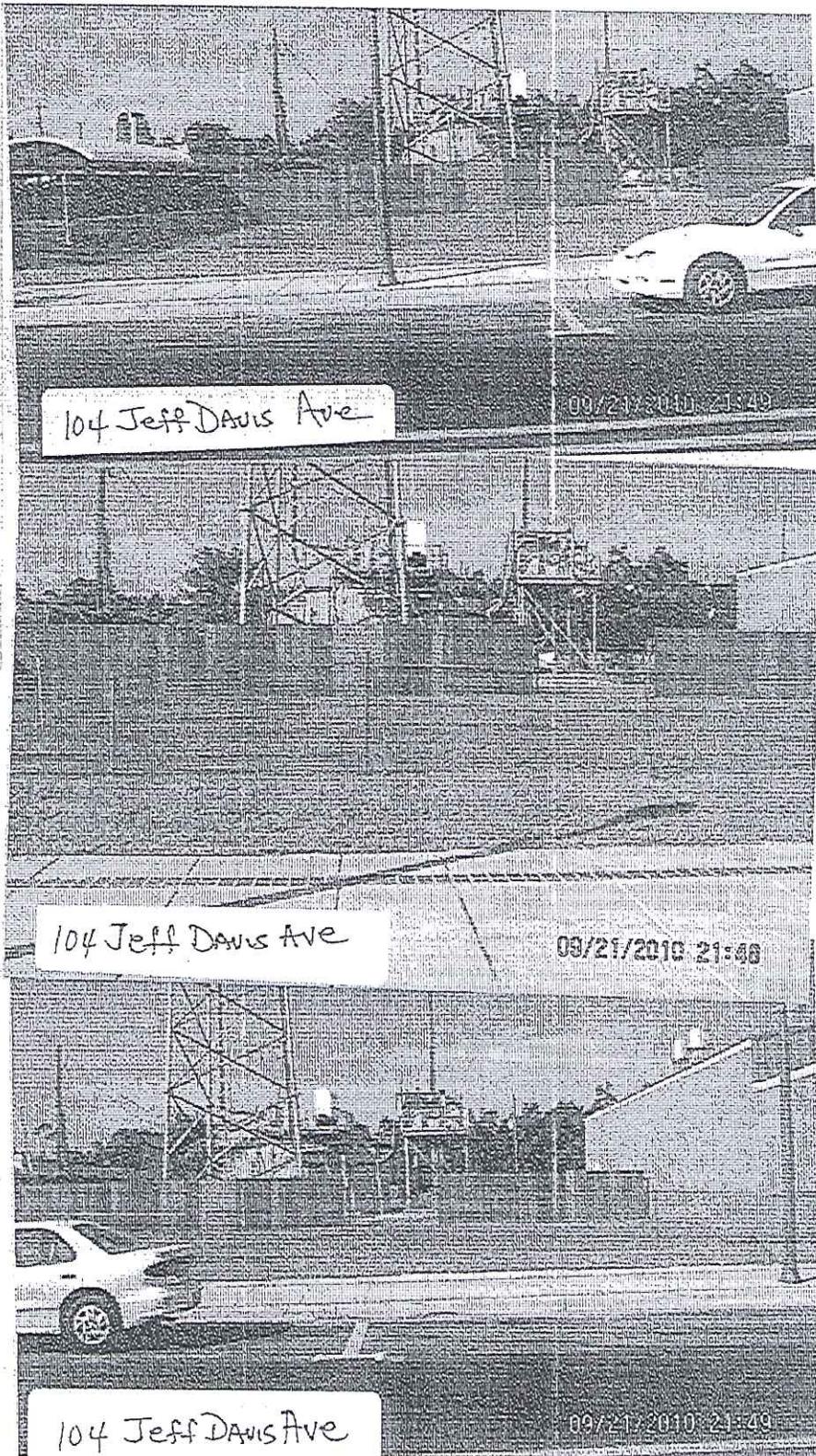
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http://trkcnfrm1.smi.usps.com/PTSIInternetWeb/InterLabelInquiry.do

9/21/2010

- The Clerk reported that a copy of the Legal Notice of Public Hearing was posted on the subject property, 104 Jeff Davis Avenue, by Zoning Enforcement Officer Claire Leatherwood, as required by state law;
- The Clerk submitted photographs depicting the subject property taken on September 21, 2010, by Zoning Enforcement Officer Claire Leatherwood, as follows:

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- The Clerk submitted a sworn affidavit affirming the posting of said Notice of Public Hearing and the validity of the photographs depicting the subject property, 104 Jeff Davis Avenue, Long Beach, Mississippi, as of September 21, 2010; said affidavit is as follows:

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Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

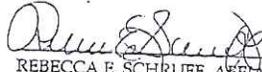
BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared CLAIRE LEATHERWOOD, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and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

1. That she is the duly appointed and acting Zoning Enforcement Officer of the City of Long Beach, Mississippi;

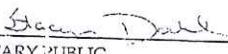
2. That in such capacity, she is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; she is responsible for the taking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

3. That on or before September 6, 2010, she did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to CTV Development and located at 104 Jeff Davis Avenue, Long Beach, Mississippi and at the City Hall, 645 Klondyke Road, Long Beach, Mississippi; and that on September 21, 2010, she did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for September 21, 2010.

This the 21st day of September, 2010.


REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of September, 2010.


NOTARY PUBLIC

-My Commission Expires-



AFFIDAVIT-PHOTOS;POST NOTICE

The Mayor opened the floor for public comments from the property owners or their representatives and no one came forward to be heard.

There being no further discussion, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to close the public hearing.

Upon discussion, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried that the property is in compliance with city ordinances and property maintenance codes at this time and no further action was required or taken.

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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 third Tuesday in September, 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. Schruff, 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 called to order and there came on for consideration a letter with attachment from City Engineer David Ball, as follows:

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Mayor and Board of Aldermen



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

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

TEL (228) 863-0667
FAX (228) 863-4232



September 15, 2010

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

**RE: City of Long Beach Pedestrian/Bicycle Trail
Surface Transportation Program
STP-0295-00(012)LPA/105270-701000**

Ladies and Gentlemen:

In conjunction with the attached letter from Jim Simpson, we hereby recommend rejection of the bids for the referenced project, as received on August 20, 2010. As reported previously, due to bidder's errors, the lowest, responsive bidder was nearly \$25,000 higher than our estimate for the work. Based on MDOT's method of calculating the local share for these projects, requiring 20% of the entire project cost, the City would have to tend an additional ~\$60,000 (above the fees already paid to AGR for preliminary engineering) in order to complete the project as designed and bid.

After the last meeting of the Board, we have spoken with David Seyfarth, the LPA Coordinator for MDOT, who has assured us that the project funding is not in jeopardy of being revoked because of this rejection. Furthermore, he has expressed the possibility that a reduction in the project could be approved by MDOT without going through the full MDOT process, which can be lengthy and tedious.

Therefore, should it please the Board, in addition to our recommendation to reject the bids, we further recommend that the Board authorize us to work with the Mayor to develop a reduced scope for the project, meeting the City's budget expectations, which can then be rebid after approval by MDOT. Our fees for this work, which could be performed by the hour, should be eligible as credit for the City's local share of the project.

Sincerely,

David Ball, P.E.

DB:1840
Enclosure

Minutes of September 21, 2010
Mayor and Board of Aldermen



LYNDA C. CARTER
lcc@wisecarter.com

JAMES C. SIMPSON, JR.
jcs@wisecarter.com

NICOLE C. HUFFMAN
nch@wisecarter.com

Biloxi Office:
2781 CT Switzer Sr. Drive, Ste 307
Biloxi, Mississippi 39531
Phone: 228.385-9390
Fax: 228-385-9394

September 10, 2010

Mr. David Ball, P.E.
A. Garner Russell & Associates, Inc.
Post Office Box 1677
Gulfport, Mississippi 39502

RE: Publication Requirements on Public Contracts

Dear David:

As per our conversations, I have researched Mississippi statutes and Attorney General's opinions regarding change orders in relation to our recent bid opening on the sidewalk project.

Under Section Miss. Code Ann. 31-7-13 (g) the governing authority is authorized to enter into a construction contract change order without the necessity of seeking public bids, provided that specific factual findings are made. Section 31-7-13(g) states as follows:

Construction contract change authorization. In the event a determination is made by an agency or governing authority after a construction contract is let that changes or modifications to the original contract are necessary or would better serve the purpose of the agency or the governing authority, such agency or governing authority may, in its discretion, order such changes pertaining to the construction that are necessary under the circumstances without the necessity of further public bids; provided that such change shall be made in a commercially reasonable manner and shall not be made to circumvent the public purchasing statutes. [emphasis added]

I find no limitation in this statute or in case law that sets any absolute numerical or percentage limitation on the amount by which a contract may be increased by change order. The only standard is reasonableness under the circumstances. To be approved

JACKSON: 401 E. CAPITOL ST., HERITAGE BLDG., SUITE 600, JACKSON, MS 39201 • P.O. BOX 651, JACKSON, MS 39205-0651 • PH. 601.968.5500 FAX. 601.968.5593
GULF COAST: 2781 C.T. SWITZER, SR. DRIVE, SUITE 307, BILOXI, MS 39531 • PH. 228.385.9390 FAX. 228.385.9394
HATTIESBURG: 601 ADELIN ST., HATTIESBURG, MS 39401 • P.O. BOX 990, HATTIESBURG, MS 39403-0990 • PH. 601.582.5551 FAX. 601.582.5556

www.wisecarter.com

BA	
JC	
JD	
DA	
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RECEIVED 09/10/2010

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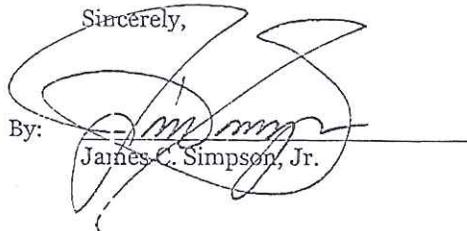
Mr. David Ball, P.E.
A. Garner Russell & Associates, Inc.
September 10, 2010
page 2

the public entity must find on its minutes that, consistent with fact, that the proposed change is necessary or incidental to the completion of the work as originally bid, is commercially reasonable and not made to circumvent the public purchasing statutes, and that any increase or decrease in cost is reasonable. (see Miss. Atty. Gen. Op. To Faneca (June 15, 2007)(citing Miss. Atty. Gen. Op., to Williamson (September 17, 1999); Miss. Atty. Gen. Op., to Honea (April 9, 1999); Miss. Atty. Gen. Op., to Havard (September 12, 1997) .

In addition to being commercially reasonable and not made to circumvent the public purchasing statutes change orders must not be a new undertaking outside the original scope of the construction contract. *Id.*; and *compare* MS AG Op., Bowman (January 14, 2005)(change order including proposed changes resulting in substantially different project than originally contemplated not authorized).

Whether the proposed change order is necessary or incidental to the scope of the contract, is not considered to be a new undertaking outside the original scope of the contract, is commercially reasonable and not made to circumvent the public purchasing statutes and the proposed cost is reasonable is a determination to be made by the municipality. Although not controlling in and of itself, the cost or amount of the proposed change order is always highly relevant to this determination. The municipality may have difficulty justifying a change which results in a large variance in the contract price, either increase or decrease. Such amounts tends to suggest that the proposed construction contract change order was not a part of the original scope of the contract as originally bid and generally do not appear to be consistent with the general idea that change orders are justified when latent conditions are uncovered or conditions have changed.

Following this opinion, I believe we should rebid the sidewalk project rather than address the matter through a possible change order.

Sincerely,

By: _____
James C. Simpson, Jr.

JCSjr/mmc

cc: Ms. Becky Schruff

Based upon the recommendation of Mr. Ball, Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to reject the aforementioned bids and re-advertise, as set forth above.

There came on for consideration a letter with attachments from Patrick Moore, Project Manager, AMEC Earth and Environmental, as follows:

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August 27, 2010

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

RE: City of Long Beach
HMGP - FEMA 361 First Responders Shelter
FEMA Project Number: DR-1604-MS-0375
Requesting Approval to Submit Certified Bid Tabulation to FEMA

Mayor Skellie:

Please find attached a copy of the Certified Bid Tabulation, Letter of Clarification from Hobb's Construction, AIA document G703, preliminary construction schedule, copy of Hobb's actual bid package, and a letter from Capital Engineering letter recommending the approval of Hobb's as the low bidder regarding the City of Long Beach's Police Department, FEMA 361 First Responders Shelter. This project is funded by a Hazard Mitigation Grant (HMGP), which requires that all attached documents receive FEMA approval before the City executes a construction contract or notice to proceed with Hobb's. At this time, we are asking for board approval from the City to submit these documents to FEMA for review. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Patrick Moore

Project Manager
AMEC Earth and Environmental
228-229-5069

Minutes of September 21, 2010 Mayor and Board of Aldermen



CAPITAL ENGINEERING, LLC
6933 Indianapolis Blvd.
Hammond, IN 46324
USA

Telephone: 219-844-1984
Fax: 219-845-9902

August 26, 2010

Mayor William Skellie
City of Long Beach Mississippi
645 Klondyke Road, PO Box 929
Long Beach, MS 39560

Subject: SNC Lavalin Capital Engineering Project No. 8524
Long Beach Police Station Hurricane Shelter
Furnish and Install a Complete Facility
Bid Tabulation & Recommendation for Placement



Louis A. Traina
8-26-10

Mayor Skellie:

Enclosed is a detailed tabulation of the bids submitted for the project to furnish and install a complete hurricane shelter on the existing Police Station site.

The low bidder, Hobbs Construction, LLC is listed as a Building Construction Contractor on the Mississippi State Board of Contractors web site, and a business in good standing on the Mississippi Secretary of State's Office web site. Their Bid Submittal meets the technical requirements of the bid documents, however they failed to acknowledge Addendum No. 1 in their original bid. After review with the city attorney, Jim Simpson, and the city engineer, David Ball, it was agreed that Addendum No. 1 dealt predominantly with clarifications to the specification, and that Hobbs Construction should be allowed to confirm that their original bid price includes the provisions of the addendum and that their original bid price will not change by their acknowledgement of the addendum. Hobbs Construction, LLC has acknowledged the addendum and confirmed that their original bid price remains unchanged in the attached letter.

Additional data requested by FEMA/MEMA and submitted by Hobbs Construction includes an AIA G703 form with the 16 construction divisions, and a preliminary construction schedule.

Member of the SNC-LAVALIN Group

Page 1 of 2

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Based on the above data, and pending approval from FEMA and MEMA, we recommend award of the contract to the low bidder, Hobbs Construction, LLC for \$297,727.00. It is our understanding that FEMA/MEMA approval is required prior to award of the contract. Please submit the attached documents to FEMA/MEMA for their review and approval.

If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in cursive script, reading "Louis A. Traina".

Louis A. Traina, P.E.
Project Manager
SNC Lavalin Capital Engineering
Ph: 219-844-1984
Fax: 219-845-9902
Cell: 219-718-8610
Email: louis.traina@snc-lavalin.com

Attachments: Bid Tabulation
Hobbs Construction Bid Clarification Letter
Hobbs Construction Preliminary Schedule
Hobbs Construction G703 Form
Hobbs Bid

cc: Patrick Moore - AMEC

Minutes of September 21, 2010
Mayor and Board of Aldermen



CITY OF LONG BEACH MISSISSIPPI
HURRICANE KATRINA RECOVERY
LONG BEACH POLICE STATION SHELTER
FURNISH AND INSTALL A COMPLETE FACILITY

Tabulation of Bids

Project No. 6524

Bid Date: July 13, 2010

8/26/2010

Long Beach

Bid Form Division	Hobbs Construction	Delta Construction	George P. Hopkins	Vision Constructors	J.O. Collins Contractor	J.C. Duke & Associates	DHP, Inc.
1	\$33,930.75	\$19,500.00	\$59,350.00	\$12,250.00	\$29,500.00	\$49,464.00	\$4,230.00
2	\$5,007.97	\$4,800.00	\$4,925.00	\$10,351.00	\$7,000.00	\$5,990.00	\$11,135.00
3	\$23,351.11	\$35,200.00	\$14,850.00	\$20,793.00	\$19,000.00	\$23,658.00	\$44,270.00
3a	\$5,739.45	\$8,000.00	\$7,783.00	\$9,750.00	blank	\$7,913.00	\$9,070.00
3b	\$5,757.48	\$6,800.00	\$6,800.00	\$5,400.00	blank	\$8,303.00	\$7,090.00
3c	\$444.48	\$680.00	\$307.00	\$1,000.00	blank	\$903.00	\$2,945.00
3d	\$892.31	\$800.00	\$895.00	\$1,820.00	blank	\$3,403.00	\$12,580.00
3e	\$9,747.41	\$19,640.00	\$935.00	\$1,723.00	blank	\$3,176.00	\$12,580.00
4	\$23,354.05	\$39,000.00	\$35,765.00	\$3,416.00	\$35,000.00	\$31,668.00	\$45,200.00
5	\$13,800.00	\$3,200.00	\$12,688.00	\$19,420.00	\$16,000.00	\$18,305.00	\$18,305.00
6	\$7,454.30	\$4,800.00	\$4,223.00	\$5,145.00	\$4,000.00	\$5,260.00	\$8,165.00
7	\$17,636.83	\$3,100.00	\$9,072.00	\$12,217.00	\$14,200.00	\$14,183.00	\$15,925.00
8	\$14,430.12	\$23,600.00	\$22,000.00	\$24,112.00	\$22,800.00	\$24,189.00	\$28,760.00
8a	\$5,035.05	\$11,000.00	\$11,000.00	\$5,802.00	blank	\$6,735.00	\$7,650.00
8b	\$9,395.05	\$12,600.00	\$11,000.00	\$11,600.00	blank	\$17,454.00	\$20,610.00
9	\$16,463.77	\$3,600.00	\$14,468.00	\$24,015.00	\$22,000.00	\$20,391.00	\$28,420.00
9a	\$1,531.68	missin	\$4,915.00	\$700.00	blank	\$4,178.00	\$650.00
9b	\$2,137.55	missin	\$3,527.00	\$1,192.20	blank	\$2,556.00	\$2,280.00
9c	\$3,692.55	missin	\$3,212.00	\$1,815.00	blank	\$4,402.00	\$5,360.00
9d	\$1,747.60	missin	\$5,772.00	\$13,000.00	blank	\$6,681.00	\$8,800.00
9e	\$5,447.98	missin	\$2,200.00	\$2,200.00	blank	\$0.00	\$5,560.00
10	\$793.50	missin	\$853.00	\$780.00	\$750.00	\$715.00	\$2,820.35
11	\$16,604.49	missin	n/a	\$0.00	\$0.00	\$0.00	\$2,820.35
12	\$0.00	missin	n/a	\$0.00	\$0.00	\$0.00	\$5,070.00
13	\$0.00	missin	n/a	\$0.00	\$0.00	\$0.00	\$0.00
14	\$0.00	missin	n/a	\$0.00	\$0.00	\$0.00	\$0.00
15	\$73,200.00	\$131,500.00	\$109,457.00	\$137,176.00	\$134,000.00	\$126,633.00	\$118,789.00
15a	\$8,500.00	blank	\$85,160.00	\$100,000.00	blank	\$94,663.00	\$18,140.00
15b	\$2,891.83	blank	\$1,677.00	\$4,500.00	blank	\$1,653.00	\$7,789.00
15c	\$5,700.00	blank	\$3,700.00	\$6,700.00	blank	\$4,285.00	\$7,180.00
15d	\$6,600.00	blank	\$6,900.00	\$24,000.00	blank	\$25,631.00	\$23,180.00
15e	\$1,400.00	blank	n/a	\$1,976.00	blank	\$0.00	\$3,283.00
16	\$51,750.00	\$48,500.00	\$51,000.00	\$47,530.00	\$46,000.00	\$47,493.00	\$56,420.00
16a	\$17,150.00	\$23,500.00	\$11,985.00	\$16,000.00	blank	\$15,567.00	\$5,900.00
16b	\$2,800.00	\$4,600.00	\$2,430.00	\$2,500.00	blank	\$3,238.00	\$6,023.00
16c	\$172.83	\$51.00	\$125.00	\$185.00	blank	\$155.00	\$4,270.00
16d	\$125.00	\$52.00	\$341,089.00	\$235.00	blank	\$155.00	\$35.50
16e	\$287,727.00	\$319,600.00	\$319,089.00	\$350,215.00	\$385,630.00	\$389,914.00	\$247.00
16f	\$287,727.00	\$319,600.00	\$319,089.00	\$350,215.00	\$385,630.00	\$389,914.00	\$247.00
Contact Person	Hobbs/Wee	Jeff Vialreal	George Hopkins	John Reire	Remond St.Ament	Tej Baji	Annette Gerreig
Phone Number	228-292-1800	228-832-9240	228-553-8614	228-832-1162	228-3745314	251-651-4086	228-396-4781
Email	Hobbs@HobbsConstruction.com	jeffvialreal@yahoo.com	228-553-8614	Johns@visionconstructors.com	228-3745314	www.tejba.com	
5% Bid Security	5% file \$25000	5%	5%	5% of bid amount	5%	5%	5%
Non Collusion	15285-MC	05782-MC	530	16953-MC	01249-MC	08851-MC	07572-MC
Acknowledgement of addendum	2 Signed	2 signed	2 signed	2 Signed	2 Signed	2 Signed	2 signed
No. 1	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Notes	Note 1	Note 2	Note 2	Note 2	Note 2	Note 2	Note 2
Division Summation	\$287,727.00	\$333,400.00	\$341,089.00	\$350,215.00	\$385,630.00	\$370,711.00	\$393,850.00

Note 1: Addendum No. 1 was acknowledged after the bid opening. The bid price did not change.
Note 2: Since the bidder was not the low bidder, the discrepancy between the lump sum price and the summation of the division breakdowns was not investigated.

Minutes of September 21, 2010
Mayor and Board of Aldermen

HOBBS

CONSTRUCTION

10441 Lemoyne Blvd.
D'Iberville, MS 39540
Office: (228) 392-1900
Fax: (228) 392-1902

08-16-10

To: Lou Traina
Project Manager: SNC Lavalin Capital Engineering
6933 Indianapolis Blvd.
Hammond, IN 46324

Subject: Long Beach, MS
Police station Hurricane Shelter
Hobbs Construction Bid of July 13, 2010

Mr. Traina:

Hobbs Construction acknowledges Addendum no. 1 to the bid package for the long Beach, MS Police Station Hurricane Shelter Project. Our total lump sum price will stay the same as originally bid at \$297,727.00. For reference, there are 2 clarifications of typographical errors in our price breakdown, neither of which affects the total lump sum price. For item 4 the correct number is \$23,354.06 as shown.

The missing amount of \$16,409 should be allocated to Item 11-equipment.

Thank You,

Hobbs Mize
President

Based upon the recommendation of Mr. Moore, Alderman Hammons made motion seconded by Alderman Couvillon and unanimously carried to award the contract, First Responders Shelter, to the lowest and best bidder, Hobbs Construction, LLC, in the amount of \$297,727.00, all as set forth above, pending FEMA approval for funding.

There came on for consideration a letter with attachments from Patrick Moore, Project Manager, AMEC Earth and Environmental, as follows:

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Mayor and Board of Aldermen



September 15, 2010

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

RE: City of Long Beach
HMGP – Shutters for Existing Police Department
FEMA Project Number: DR-1604-MS-0375
Requesting Approval to Submit Certified Bid Tabulation to FEMA

Mayor Skellie:

Please find attached a copy of the Certified Bid Tabulation, Letter of Clarification from CSI Construction, copy of CSI's actual bid package, specifications, and a letter from Capital Engineering letter recommending the approval of CSI Construction as the low bidder regarding the City of Long Beach's Police Department, shutter installation. This project is funded by a Hazard Mitigation Grant (HMGP), which requires that all attached documents receive FEMA approval before the City executes a contract or notice to proceed with CSI. At this time, we are asking for board approval from the City to submit these documents to FEMA for review. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Patrick Moore

Project Manager
AMEC Earth and Environmental
228-229-5069

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CAPITAL ENGINEERING, LLC
6933 Indianapolis Blvd.
Hammond, IN 46324
USA

Telephone: 219-844-1984
Fax: 219-845-9902

August 31, 2010

Mayor William Skellie
City of Long Beach Mississippi
645 Klondyke Road, PO Box 929
Long Beach, MS 39560

Subject: SNC Lavalin Capital Engineering Project No. 8525
Long Beach Police Station
Furnish and Install Door & Window Shutters
Bid Tabulation & Recommendation for Placement



Louis A. Train
8-31-10

Mayor Skellie:

Enclosed is a detailed tabulation of the bids submitted for the project to furnish and install door and window shutters on the Police Station.

The low bidder, CIS Construction, Inc. is listed as a Building Construction Contractor on the Mississippi State Board of Contractors web site, and a business in good standing on the Mississippi Secretary of State's Office web site. Their Bid Submittal meets the technical requirements of the bid documents. Since they are an out of state contractor from Florida, they included a copy of their state's law addressing any preference or priority given in that state to resident bidders over non-resident bidders. Additionally, they have confirmed in writing that their bid includes Davis Bacon wage rates in accordance with Mississippi State law and that the shutters will have a permanent label from the manufacturer with the manufacturer's name or logo, city, state and the following statement: "Miami Dade County Product Control Approved" in accordance with the NOA.

Based on the above data, and pending approval from FEMA and MEMA, we recommend award of the contract to the low bidder, CIS Construction, Inc. for \$19,700.00

Member of the SNC-LAVALIN Group

Page 1 of 2

Minutes of September 21, 2010
Mayor and Board of Aldermen



If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Louis A. Traina".

Louis A. Traina, P.E.
Project Manager
SNC Lavalin Capital Engineering
Ph: 219-844-1984
Fax: 219-845-9902
Cell: 219-718-8610
Email: louis.traina@snclavalin.com

Attachment: Bid Tabulation
Letter from CIS Construction
CIS Bid

cc: Patrick Moore - AMEC

Minutes of September 21, 2010
Mayor and Board of Aldermen

8/31/2010



CITY OF LONG BEACH MISSISSIPPI
HURRICANE KATRINA RECOVERY
LONG BEACH POLICE STATION
DOOR & WINDOW SHUTTERS

John A. Turner
8-31-10

Project No. 8524

Bid Date: July 13, 2010

Tabulation of Bids

Bid Form Division	Bidder					
	CIS Construction, Inc.	George Hopkins	Conerly construction, Inc. Base Bid	Conerly construction, Inc. Alternate Bid 5 Yr. Wnty	Delta Construction Inc. Base Bid	Delta Construction Inc. Alternate Bid
1	\$359.00	\$6,623.00	\$3,900.00	\$3,900.00	\$3,800.00	\$3,800.00
2	\$0.00	N/A	\$2,085.00	\$2,085.00	\$2,500.00	\$2,500.00
13	\$19,341.00	\$26,877.00	\$30,393.00	\$33,395.00	\$37,300.00	\$40,600.00
13a	\$2,873.00	\$4,188.00	\$3,138.00	\$3,274.00	\$3,784.00	\$3,934.00
13b	\$5,177.00	\$6,226.00	\$7,615.00	\$8,195.00	\$1,696.00	\$1,746.00
13c	\$11,191.00	\$16,463.00	\$19,740.00	\$21,916.00	\$1,596.00	\$1,746.00
Total Price	\$19,700.00	\$33,500.00	\$36,376.00	\$39,370.00	\$43,600.00	\$46,900.00
Contact Person	Chris Papillion	George Hopkins	Larry Estes	Larry Estes	Jeff Villarreal	Jeff Villarreal
Phone Number	850-465-3535	228-863-8614	601-922-8700	601-922-8700	228-832-9240	228-832-9240
email	cisconstruction@bellsouth.net	cisconstruction@bellsouth.net	cp@wc@bellsouth.net	sc@wc@bellsouth.net	jovillarreal63@yahoo.com	jovillarreal63@yahoo.com
NOA	Yes	No - The manufacturer will provide the information contained in the NOA with close out documents.	Yes	Yes	Yes	Yes
Bid Security	\$985.00	5% of Bid	5% of Base Bid	5% of Base Bid	\$2,160.00	\$2,345.00
C.O.R.	16792	530	03619-MC	03619-MC	09792-MC	09792-MC
Debarment Certificate Included	2 Signed	2 Signed	Signed Different Form	Signed Different Form	2 Signed	2 Signed
Acknowledgement of Addendum	Yes	Yes	Yes	Yes	Yes	Yes
1	Yes	Yes	Yes	Yes	Yes	Yes
2	Yes	Yes	Yes	Yes	Yes	Yes
Shutter Mfg.	CROCI	Not Identified	USA Shutter Co.	USA Shutter Co.	Roll Away By QMI	Roll Away By QMI

Minutes of September 21, 2010
Mayor and Board of Aldermen



27 Fountain Abbey
Pensacola, FL 32506
PH: 850-456-3535
FAX: 850-458-3536
FL #CRC1329390; MS #16792; MS #R03465

Lou Traina:

CIS Construction will comply with Davis-Bacon wage rates for the "Long Beach Police Station Shutter" project. The shutters will have a permanent label from the manufacturer with the manufacturer's name or logo, city, state and the following statement: "Miami Dade County Product Control Approved" in accordance with the NOA". The shutters will take approximately a month to be manufactured and approximately a week for the installation of the shutters.

Thank you,

Christopher Papillion

Based upon the recommendation of Mr. Moore, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to award the contract, Shutters for Existing Police Department, to the lowest and best bidder CIS Construction, Inc., in the amount of \$19, 700.00, all as set forth above, pending FEMA approval for funding.

There were no announcements, presentation or proclamations.

Minutes of September 21, 2010
 Mayor and Board of Aldermen

There were no amendments to the Municipal Docket.

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

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY		
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.		
PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1 Anita Kegley	IV 1	Bicycle Trail
2 Clave Featherwood	XI 05	Meals Seniors
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

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Alderman dated September 7, 2010, as submitted.

Minutes of September 21, 2010
Mayor and Board of Aldermen

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve the September 9, 2010, Planning Commission minutes, as submitted.

Upon further discussion, it was the consensus of the Aldermen for the Mayor to verify whether or not the legal notice was published setting the public hearing for the transect map and comprehensive/smartcode plan to determine if the location could be changed to accommodate a larger crowd.

There came on for consideration the September 16, 2010, Port Commission minutes and upon discussion and clarification of several matters, Alderman Hammons made motion seconded by Alderman Couvillon and unanimously to approve said minutes stipulating for the record that a Notice of Default would not be issued to Blue Ridge Properties, LLC, without ratification by the Mayor and Board of Aldermen; and should Blue Ridge Properties, LLC, miss the October 15, 2010, deadline for submittal of final construction plans, then Jimmy Levens or his architect would appear before the Mayor and Board of Aldermen at their regularly scheduled meeting, October 19, 2010, to discuss the final construction plans.

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims number 092110 and 092110(2), inclusive of three (3) additional invoices totaling \$2,658.00 submitted by Smith's Tire and Auto.

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve the Fire and Police Department Special Service Agreement by and between BellSouth Telecommunications, Inc., d/b/a AT&T Mississippi and the City of Long Beach, Mississippi, authorizing the Mayor to execute same, as follows:

Minutes of September 21, 2010

Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-4028-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, ("Company") and LONG BEACH CITY OF ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Minutes of September 21, 2010 Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-4028-00

Company

BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

LONG BEACH CITY OF
201 Alexander St
Long Beach, MS 39560-

9. **Assignment.** Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. **Severability.** In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. **Merger Clause.** Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. **Acceptance.** Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. **Taxes and Fees.** All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. **Risk of Loss or Damage.** All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. **Security Interest.** Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. **Software License.**
 - a) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
 - b) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse

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Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-4028-00

- engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
- c) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
- a) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- b) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- c) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- d) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.
18. Maintenance.
- a) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- b) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.
19. Remedies and Damages Limitations.
- a) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- b) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL

Minutes of September 21, 2010

Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-4028-00

BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
22. Confidentiality.
- a) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
 - b) The obligations set forth in subsection 22.1 above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the

Minutes of September 21, 2010 Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-4028-00

party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.

Minutes of September 21, 2010 Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-4028-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 12/31/2010.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Point (PSAP) equipment and software provided by InterAct Systems, Inc. The monthly rate for maintenance is also provided.

This Agreement is for sixty (60) months. The service interval will be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:

LONG BEACH CITY OF

By: William Skelley
Authorized Signature

Printed Name: WILLIAM SKELLEY, JR

Title: MAYOR

Date: 9/21/10

Company:

BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Minutes of September 21, 2010
 Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-4028-00
 Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct InSynch RMS - 30 users/15 concurrent	\$83,210.00	\$.00	
2	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct SAS - 5 users including Small Server	\$83,204.00	\$.00	
3	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Mobile - 20 users/4 PocketCop	\$116,809.00	\$.00	
4	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Help Desk	\$.00	\$3,642.00	
5	Nonrecurring Charge = Customer Purchase InterAct Training	\$10,210.00	\$.00	

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RATES AND CHARGES

6	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Project Management	\$5,734.00	\$.00
7	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Professional Services	\$59,032.00	\$.00

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Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Company will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Agreement). Where improper grounding is found Company will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.
5. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.

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Special Service Arrangement Agreement

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Option 1 of 1

7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

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9/3/2010

InterAct Price Proposal Summary

Long Beach, MS

CONTRACT TOTAL FOR AGREEMENT MS10-4028-00

Product	Unit Price	Quantity	Purchase Price
InSynch RMS - 30 users/15 concurrent	\$	83,210	
SAS Court - 5 users including small server	\$	83,204	
Mobile - 20 users/4 PocketCop	\$	116,809	
Training	\$	10,210	
Project Management	\$	5,734	
Professional Services	\$	59,032	

GRAND Total \$ **358,199**

Monthly Maintenance	\$	3,642
Total Annual Charge	\$	43,704

CONFIDENTIAL
 Rates are valid for 90 days

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AT&T ILEC MegaLink[®] ("Service")
Intrastate Pricing Schedule/Letter of Election

The service ("Service") to which this Pricing Schedule/Letter of Election is applicable is: **MegaLink (PT - PT) Service**

- Pricing Schedule to AT&T Agreement Reference No. _____
 Letter of Election

If neither box above is checked then this document is a standalone Letter of Election.
 * This document may be used as a Pricing Schedule only if Customer has signed an Agreement referred to internally at AT&T as a UA MSA, UA MA XII or UA SSTC.

Customer ("Customer")	AT&T ("AT&T")
City of Long Beach 201 Alexander Street Long Beach MS Zip Code USA	For purposes of this Pricing Schedule/Letter of Election, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Mike Proulx Title: Director Telephone: 228-865-1985 Fax: E-mail: brennanmjp@msn.com <u>Address for notices, if different from above:</u> 201 Alexander Drive Long Beach MS Zip Code USA	Account Rep Name: Britt Baxter Title: TSC Telephone: 601-718-7932 Fax: 601-264-6910 Email: hb1301@att.com Street Address: 11 Myrtle Landing City Hattiesburg State: MS Zip Code: 39402 <u>Write a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input checked="" type="checkbox"/> Primary Sales Contact	
Name: _____ Company Name: Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

Customer agrees to purchase the intrastate Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Letter of Election and in the applicable Service Publication. In jurisdictions that require the Service to be provided pursuant to tariff, the relevant Service Publication is the applicable Tariff; in jurisdictions that do not require the Service to be tariffed and in which AT&T has no tariff for the Service, the relevant Service Publication is the applicable Service Description(s), Price List(s) or Guidebook(s) (for ease of reference, the Service Descriptions, Price Lists and Guidebooks are referred to herein as the "Guidebook"). If this document serves as a Letter of Election (as indicated above), the Letter of Election is subject to: (a) the terms of the applicable Tariff, if the Service is offered pursuant to Tariff; or (b) the relevant AT&T Business Service Agreement (BSA), if the Service is not offered pursuant to Tariff. Tariffs, Guidebooks and the BSA can be found at www.att.com/servicepublications. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Service Provider(s). Throughout the remainder of this document, this document will be referred to as the "Pricing Schedule".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>William Skellie, Jr</i>	By: _____
Printed or Typed Name: <i>WILLIAM SKELLIE, JR</i>	Printed or Typed Name: _____
Title: <i>MAYOR</i>	Title: _____
Date: <i>9/21/10</i>	Date: _____

Service Provider & Service Publication:
 BellSouth Telecommunications, Inc. d/b/a AT&T Select State Service Publication

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AT&T ILEC MegaLink[®] ("Service")
Intrastate Pricing Schedule/Letter of Election

Order Information and Term:

Order Type:	<input checked="" type="checkbox"/> New Install	Service Period: 36 Months
	<input type="checkbox"/> Renewal	This period includes _____ months for recognition of previous service.
Total Monthly Rate: \$456.00		Total Nonrecurring Charge: \$2,490.00

- Prices in this Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use, or provision of the Service.
- AT&T will furnish, install, maintain and provide maintenance of the Service in accordance with AT&T's applicable Tariff or Guidebook. The Service Period shall begin on the date the Service is installed and available for use by Customer, unless specified otherwise in the Tariff or Guidebook
- State Specific Terms:

Tennessee

If Services are provided under this Pricing Schedule in the State of Tennessee, the following provision shall apply; otherwise, it shall not:

Customer and AT&T acknowledge and agree that to the extent the services to which Customer subscribes under this Pricing Schedule constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "AT&T's General Subscriber Services Tariff," "AT&T tariffs," "AT&T's lawfully filed tariffs" or any other reference to AT&T's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the Services included within the Customer's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at www.att.com/servicepublications.

- If Customer terminates the Service prior to the date Customer's obligation to pay for the Service begins, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from such termination. In the event the Service is terminated after the date Customer's obligation to pay for the Service begins but prior to the expiration of the Service Period, Customer shall pay all Termination and Cancellation Charges as specified in the Tariff or Guidebook (or, where applicable, the promotion filing); provided, however, that for Services provided in the State of Tennessee, in the event that the Customer terminates this tariff term plan without cause prior to the expiration of this term plan, the Customer shall pay a termination charge as specified in the AT&T Tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at www.att.com/servicepublications).
- Customer agrees to pay any added costs incurred by AT&T due to a Customer initiated change in the location of the requested Service prior to the time the Service is installed.
- This Pricing Schedule shall be extended for additional one-year terms under the terms and conditions provided in the applicable Tariff or Guidebook unless either party provides written notice of its intent not to renew the Pricing Schedule at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.
- Suspension of Service is not permitted for the requested Service.
- Recognition of previous service may be given to the Customer who renews an existing Arrangement or converts from month-to-month billing, under circumstances detailed in the applicable Tariff or Guidebook.
- Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service.
- The Service Attachment describes the service period, monthly recurring charges, and non-recurring charges for the quantity of Service the Customer has ordered. In the event that any extended or total amounts in this Pricing Schedule or the Service Attachment conflict with any per-component rates in the Service Attachment, the per-component rates shall control.

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AT&T ILEC MegaLink[®] ("Service")
Intrastate Pricing Schedule/Letter of Election

Attachment #1

State: *Mississippi*
Service Period: 36

The attached QuoteExpert document, incorporated herein by reference, includes all rate elements required for:

MegaLink (PT - PT) Service

Those subject to rate stabilization are indicated in the *General Subscriber Services Tariff*. Other charges mandated or permitted by Federal, State, or Local statutes may also apply.

Attach QuoteExpert document to the Pricing Schedule

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	() ___ - ___

End of Document

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AT&T Capital Services, Inc.

Chris Smith
Senior Regional Manager
2187 Lake Boulevard NE
Room 10C73
Atlanta, GA 30319
Phone Number (404) 829-8567
Fax Number (214) 761-7107

Proposal Date: September 22, 2010
Subject: City of Long Beach, Mississippi

Opportunity #: 1-34981562

AT&T Capital Services, Inc. is pleased to provide the following proposal for the lease of Equipment, Services and/or Maintenance as submitted to us. AT&T Capital Services, Inc. provides customer financing for various products. Our understanding of communication products and markets allows us to offer financing programs at competitive rates and to accommodate your needs over the life of the financing arrangement.

PROPOSAL SUMMARY

Lessor: AT&T Capital Services, Inc. Lessee: City of Long Beach, Mississippi
Vendor: AT&T Project Name: N/A

Equipment/Services Description	Fire Management System					
Lease Type	Municipality Lease Annual Payments in Advance Net Lease Proposal. Sales, Use and Property Taxes will be additional. Insurance is the responsibility of Lessee. Shipping costs are additional.					
Scheduled Commencement	Price assumptions are based on the lease commencement date: January 1, 2011					
5-Year Municipality \$1.00 Buy-Out						
Lease Cost	Lease Type	Lease Term	Lease Rate Factor	Annual Payments in Advance	US T-Bill Rate	Initial
\$103,913.00	Muni-\$1.00	5-Years	0.216180	\$22,463.91	1.43%	
FOR LESSEE: PLEASE INITIAL APPLICABLE FINANCING OPTION ABOVE						

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Payments & Indexing	The lease rates are indexed to like-term US Treasury Bills for the week of: August 23, 2010 Any increase or decrease in the corresponding US Treasury Bills will cause the lease rate factor to be adjusted point for point at the time of lease commencement.
Additional Taxes	Pricing above excludes all applicable taxes unless noted. Lessee shall be responsible to pay those taxes and fees described in the lease.
Conversion to Cash Sale	Lessee's failure to execute an Equipment Acceptance relative to this lease within ninety (90) days of the Lessee's first functional use of the system will result in this lease converting to a cash sale.
Progress Payments	The above lease rates do not include any additional interest expense for progress payments which are required by AT&T Capital Services, Inc. on all transactions with installations exceeding 60 days. Progress payments will be financed through AT&T Capital Services, Inc. at Prime Rate plus 2% at time of funding.
Expiration Date	This offer expires 30 days from the date of this proposal. If, for any reason, we fail to consummate a mutually satisfactory agreement by this date, we reserve the right to withdraw this offer and/or modify its terms.
UCC's	Lessee hereby grants to Lessor permission to file any and all UCC Financing Statements, which in Lessor's discretion are necessary or proper to secure Lessor's interest in the Equipment and/or Services in all applicable jurisdictions.
Credit Approval	This proposal is subject to final investment committee approval and mutually acceptable documentation. Upon Lessee's acceptance of this lease proposal, AT&T Capital Services, Inc. will require a copy of Lessee's latest Audited Financial Statements**. Credit approval is not final until AT&T Capital Services, Inc. has reviewed these statements and approved the credit. ** Financial Statements Required: Auditor's Report, Balance Sheet, Income Statement, Cash Flow Statement and Accompanying Notes that apply to the above described Financial Statements.

Lessee and AT&T Capital Services, Inc. agree that the contents of this letter are confidential and are provided solely for the purposes described herein. This proposal may not be relied upon by any third party without AT&T Capital Services, Inc.'s prior written consent, and Lessee will not deliver, display or otherwise disclose the contents of this letter to any third party without AT&T Capital Services, Inc.'s prior written consent.

If the above offer is acceptable to you, please approve below and fax proposal back to me at (214) 761-7107. Upon formal credit approval, our Contract Administration Department will then prepare and send lease documentation to you. We look forward to an opportunity to be of service to you. If you should have any questions, please do not hesitate to call me at (404) 829-8567.

Sincerely,

Chris Smith

Chris Smith, Senior Regional Manager
AT&T Capital Services, Inc.

LESSEE ACCEPTANCE:
City of Long Beach, Mississippi
645 Klondyke Road, PO Box 929
Long Beach, MS 39560

By: 
Title: MAYOR
Date: 9/21/10

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Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-2768-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, ("Company") and City of Long Beach ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

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Special Service Arrangement Agreement

Case Number MS10-2768-00

Company

BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi
 Assistant Vice President
 475 Landmark Center
 Jackson, MS 39201-

Customer

City of Long Beach
 645 Klondyke Road
 Long Beach, MS 39560-

9. **Assignment.** Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. **Severability.** In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. **Merger Clause.** Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. **Acceptance.** Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. **Taxes and Fees.** All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. **Risk of Loss or Damage.** All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. **Security Interest.** Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. **Software License.**
 - a) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
 - b) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse

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Special Service Arrangement Agreement

Case Number MS10-2768-00

- engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
- c) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
17. **Changes in Customer Orders.** Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
- a) **Shipping Expedites.** Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- b) **Delivery Delays.** Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- c) **Additional equipment.** Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- d) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.
18. **Maintenance.**
- a) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- b) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.
19. **Remedies and Damages Limitations.**
- a) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- b) **ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL**

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Special Service Arrangement Agreement

Case Number MS10-2768-00

BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
22. Confidentiality.
- a) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
 - b) The obligations set forth in subsection 22.1 above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the

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Special Service Arrangement Agreement

Case Number MS10-2768-00

party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. **This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company.** This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.

Minutes of September 21, 2010 Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS10-2768-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/6/2010.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Point (PSAP) equipment and software provided by InterAct Systems, Inc. The monthly rate for maintenance is also provided.

This Agreement is for sixty (60) months. The service interval will be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:
City of Long Beach

By: William Skelley
Authorized Signature

Printed Name: WILLIAM SKELLE, JR

Title: MAYOR

Date: 9/21/10

Company:
BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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Special Service Arrangement Agreement

Case Number MS10-2768-00
 Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Visual Fire Enterprise - Workstation License -each	\$2,469.00	\$.00	
2	Nonrecurring Charge = Customer Purchase (includes installation) InterAct CAD Access - Workstation License -each	\$438.00	\$.00	
3	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Visual Fire Audit Log - Workstation License -each	\$406.00	\$.00	
4	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Medium Database Server - RMS Server	\$13,125.00	\$.00	
5	Nonrecurring Charge = Customer Purchase (includes installation) InterAct MS Windows Server Operating System -each	\$1,300.00	\$.00	

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Special Service Arrangement Agreement

Case Number MS10-2768-00
Option 1 of 1

RATES AND CHARGES

6	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Microsoft SQL 200 Server License Only -each	\$1,500.00	\$.00	
7	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Microsoft SQL 2000 CALs -each	\$244.00	\$.00	
8	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Staging and Installation Services	\$2,025.00	\$.00	
9	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Training Services	\$2,025.00	\$.00	
10	Nonrecurring Charge = Customer Purchase (includes installation) InterAct Maintenance and Support	\$.00	\$496.00	
11	Contract Preparation Charge	\$423.00	\$.00	WGGVF

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Special Service Arrangement Agreement

Case Number MS10-2768-00
Option 1 of 1

RATES AND CHARGES

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Special Service Arrangement Agreement

Case Number MS10-2768-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Company will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Agreement). Where improper grounding is found Company will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.
5. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.

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Special Service Arrangement Agreement

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Option 1 of 1

7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to approve Fire Department personnel matters, as follows:

- Step Increase Fire Chief George Bass, FSA-16-X, effective October 1, 2010;
- Step Increase Firefighter Chris Carroll, FS-9-II, effective October 1, 2010;
- Step Increase Firefighter Brain Moore, FS-9-II, effective October 1, 2010;
- Step Increase Lieutenant Pete McGoey, FS-12-IV, effective September 1, 2010;
- Step Increase Lieutenant Darren Koennen, FS-12-IV, effective October 1, 2010;
- Step Increase Battalion Chief Van Seal, FS-13-IV, effective October 1, 2010;

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Step Increase Lieutenant Jason Smith, FS-12-IV, effective October 1, 2010;

Step Increase Battalion Chief Tommy Stepp, FS-13-V, effective October 1, 2010;

Step Increase Battalion Griff Skellie, FSA-13-VIII, effective October 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.

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.

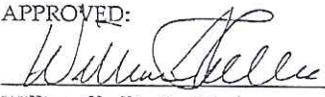
IT IS FURTHER PROCLAIMED AND ORDERED that all Long Beach agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City of Long Beach/Harrison County Emergency Operations Plan.

Alderman Anderson moved the adoption of the above and foregoing proclamation, seconded by Alderman Hammons 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

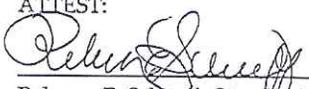
The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the Proclamation of Existence of a Local Emergency adopted this the 21st day of September, 2010

APPROVED:



William Skellie, Jr., Mayor

ATTEST:



Rebecca E. Schuff, City Clerk

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* * *

Assistant Fire Chief Mike Brown and Harbor Master Michael White answer questions and provided additional information regarding the BP Deepwater Horizon Oil Spill; no official action was required or taken at this time.

There were no CDBG Requests for Cash or payment of invoices.

There came on for consideration a letter with attachments from Glenn Currie, AIA, Principal, JBHM Architects, PA, as follows:



September 3, 2010

GULF COAST OFFICE
2548 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.594.2200
FAX 228.594.2020
EMAIL info@jbhm.com

United States Postal Service

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

RE: LONG BEACH NEW CITY HALL – CHANGE ORDER 014

Dear Mayor Skellie:

The enclosed Change Order 014 for the new City Hall documents the following changes to the contract:

- 1) Add a Bi-Directional Amplifier System to provide acceptable coverage for the Harrison County Emergency Communications Commission (HCECC). This system is required for the building to be in full compliance with Local Ordinance No. 517. Signal tests were performed by the HCECC at the project site; signal strength was found to be inadequate, therefore this system is required. The total cost to perform this work is documented in the attached PCO-18: a cost increase of \$40,150.00 and a time extension of seven (7) days.
- 2) Add twenty-six (26) modular name plaques for the Meeting Room. This allows dedicated name plaques for the Planning Commission and the Port Commission. Four (4) extra 'blank' plaques are also included. The total cost to perform this work is documented in the attached PCO-19: a cost increase of \$1,650.00 and a time extension of zero (0) days.

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 \$41,800.00 and the Contract Time will be increased by seven (7) days. Therefore, the Contract Sum for the project will become \$4,844,997.50 and the date of Substantial Completion will become October 22, 2010.

Ann Frazier is completing a Budget Modification to ensure adequate funding remains obligated to this project, to fund the aforementioned items.

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.

OFFICES
Biloxi
Columbus
Jackson
Tupelo

Sincerely,

Glenn Currie, AIA, Principal

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

JACK W. BALLARD, AIA
GLENN CURRIE, AIA

cc: Chris Guttierrez – Starks Contracting Company
Ann Frazier – Jimmy Gouras and Associates
Ron Robertson / David Vicknair – Broaddus and Associates
Candice Murphy – HORNE LLP
Ryan Florreich / Carl Bradley – JBHM
JBHM #07123.00.07

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 **AIA** Document G701™ - 2001

Change Order

PROJECT (Name and address): 07123 City of Long Beach City Hall Long Beach, Mississippi	CHANGE ORDER NUMBER: 014 DATE: September 3, 2010	OWNER: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Starks Contracting Co., Inc. 1538 Poppo's Ferry Road Biloxi, Mississippi 39540	ARCHITECT'S PROJECT NUMBER: 07123 CONTRACT DATE: January 28, 2009 CONTRACT FOR: General Construction	ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

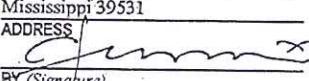
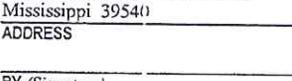
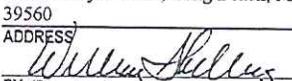
- (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*
- Furnish and Install a Bi-Directional Amplifier System to provide acceptable coverage for the Harrison County Emergency Communications Commission. System shall be in full compliance with Local Ordinance No. 517. Refer to Proposed Change Order 18 for additional detail.
 - Furnish and Install twenty-six (26) additional "Type D" modular name plaques for the Meeting Room. Refer to Proposed Change Order 19 for additional information.

The original Contract Sum was	\$ 4,396,000.00
The net change by previously authorized Change Orders	\$ 407,197.50
The Contract Sum prior to this Change Order was	\$ 4,803,197.50
The Contract Sum will be increased by this Change Order in the amount of	\$ 41,800.00
The new Contract Sum including this Change Order will be	\$ 4,844,997.50

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 22, 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.

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

<u>JBHM Architects, P.A.</u> ARCHITECT (Firm name)	<u>Starks Contracting Co., Inc.</u> CONTRACTOR (Firm name)	<u>City of Long Beach</u> OWNER (Firm name)
<u>2548 Beach Blvd., Suite 100, Biloxi, Mississippi 39531</u> ADDRESS	<u>1538 Poppo's Ferry Road, Biloxi, Mississippi 39540</u> ADDRESS	<u>645 Klondyke Road, Long Beach, MS 39560</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>David Glenn Currie, AIA</u> (Typed name)	<u>Robert Starks</u> (Typed name)	<u>William Skellie, Jr.</u> (Typed name)
<u>9.3.10</u> DATE	<u>9/21/10</u> DATE	<u>9/21/10</u> DATE

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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: Bi-directional Amplifier System
PROJECT: 609
609 Long Beach New City Hall
TO: Attn: Ryan Florreich
JBHM Architects, PA
2548 Beach Boulevard, Suite 100
Biloxi, MS 39531
Phone:228/594-2200 Fax:228/594-2020

PROPOSED CHANGE ORDER
NO. 18
DATE: 07/07/2010
JOB: 609
CONTRACT/PO: 07123/R-109-235
ORIG: Municipality Request

LOCAL ORDINANCE 517
[CORRECTED BY RYAN FLORREICH,
JBHM ARCHITECTS, 09-03-10]

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor and material necessary to design and install a Bi-directional amplifier system in the new New City Hall located at 201 Jeff Davis Avenue, Long Beach, MS in order to provide acceptable RF coverage for the Harrison County Emergency Communications Commission, which work includes installing one (1) bi-directional amplifier and a distributed antenna system complete with six (6) interior antennas integrated into the system all in accordance with ~~Local Ordinance 444~~ for the sum of FORTY THOUSAND, ONE HUNDRED FIFTY AND NO/100 DOLLARS.

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

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Bi-directional Amplifier System		1.000 LS	40,150.00	40,150.00
Total:					\$40,150.00

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. Gutierrez
Christopher P. Gutierrez

By: _____

Date: 07/07/2010

Date: _____



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ESTIMATE RECAPITULATION

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

Estimate #1
 Sheet #C-18
 Date: 07/07/10

DESCRIPTION	QU.	UNIT	PRICE	MATERIAL/SUB COST	PRICE	LABOR COST	TOTAL COST
(Add)Bi-Directional Amplifier System - CO #18							
General Requirements	1	LS	250.00	250.00	750.00	750.00	1000.00
Bi-Directional Amplifier System	1	LS	32393.40	32393.40	0.00	0.00	32393.40
Electrical	1	LS	100.00	100.00	0.00	0.00	100.00
SUB-TOTAL CO #18				32743.40		750.00	33493.40
LABOR BURDEN		40%				300.00	300.00
TAXES, BONDS, & FEES		8%				1050.00	33793.40
OVERHEAD & PROFIT		10%					36496.87
TOTAL CO #18							3649.69
							40146.56

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Hurricane Electronics, Inc.

City of Long Beach City Hall Bi-Directional Amplifier System
Long Beach, MS

Prepared by:
Brian L. Lancaster

Prepared for:
Christopher Gutierrez- Stark's Contracting
Ryan Florreich- JBHM Architects

Hurricane Electronics, Inc. 201 West Lee Street Mobile, AL. 36611 Phone: (800) 232-3488
www.twowayradio.net

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Hurricane Electronics, Inc.

Long Beach City Hall Bi-Directional Amplifier system

<u>Qty.</u>	<u>Description</u>	<u>Unit price</u>	<u>Total price</u>
6	Indoor multi-band antennas	\$46.00	276.00
1	Exterior directional antenna	\$225.00	225.00
2	4' Jumpers- heliax	\$29.95	59.90
700	½" air-dielectric heliax cable	\$3.45/ ft	2,415.00
100	½" foam heliax cable	\$3.60/ft	360.00
25	n-male connectors	\$23.50	587.50
1	lightning arrestor	\$72.00	72.00
1	800 mhz Bi-directional amplifier	\$12,850.00	12,850.00
1	10db coupler/ attenuator	\$190.00	190.00
1	6db coupler/ attenuator	\$190.00	190.00
1	3db coupler/ attenuator	\$190.00	190.00
2	power divider	\$122.00	244.00
1	NEMA-4 enclosure 3' x2' x1'	\$858.00	858.00
1	NEMA-4 backplane	\$159.00	159.00
2	NEMA-4 louvres	\$36.00	72.00
1	AC surge protector	\$220.00	220.00
1	Exterior antenna pole and mount	\$175.00	175.00
1	Misc. tie-wraps/ fittings/ connectors	\$300.00	300.00
1	Engineering and design services	\$1,500.00	1,500.00
1	Labor to install/ test/commission system	\$11,250.00	11,250.00
Subtotal:			\$32,193.40
Freight:			\$200.00
Grand Total:			\$32,393.40

*20 amp dedicated circuit to be installed inside nema enclosure- provided by others

Hurricane Electronics, Inc. 201 West Leo Street Mobile, AL 36611 Phone: (800) 232-3488
www.twowayradio.net

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Hurricane Electronics, Inc.

Long Beach City Hall- Bi-Directional Amplifier system

Hurricane Electronics, Inc. will furnish and install a turnkey Bi-directional amplifier with distributed antenna system in the new City of Long Beach, MS building located on Jeff Davis Avenue in Long Beach, Mississippi. The system will be complete and in accordance with local ordinance for BDA system to provide acceptable RF coverage for Harrison County Emergency Communications Commission.

The system will consist of one (1) bi-directional amplifier and a distributed antenna system with six (6) interior antennas integrated. The head end will be located in the second floor mechanical room and housed in a NEMA 4x enclosure, which will be red in color and plainly marked Harrison County Emergency Communications Equipment.

Upon acceptance of this proposal HEI will furnish a complete set of drawings and a total design and layout of the antenna system. This detail will include the link budget, floor plans, and propagation of the system. A full copy of this proposal will be delivered to Stark's Contracting, JBHM Architects, and Mr. Gil Bailey, Deputy Director, Harrison County Emergency Communications Commission, as well as Long Beach fire inspector Griff Skellie.

Terms of this proposal: 50% with order/ balance due upon completion. Completion is defined as all equipment installed and tested. Once final payment for balance is made, finalization and commissioning documents will be released to Harrison County, Stark's Contracting, JBHM Architects, and City of Long Beach.

Please review the proposal and if you have any questions or comments, give me a call anytime to discuss. Thank you for the opportunity to submit this proposal, and I look forward to working with you on this project.

Regards,

Brian L. Lancaster
Hurricane Electronics, Inc.

Hurricane Electronics, Inc. 201 West Lee Street Mobile, AL. 36611 Phone: (800) 232-3488
www.twowayradio.net

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

TITLE:	Additional Type "D" Signs	PROPOSED CHANGE ORDER
PROJECT:	609 609 - Long Beach New City Hall	NO. 19
TO:	Attn: Ryan Florreich JBHM Architects, PA 2548 Beach Boulevard, Suite 100 Biloxi, MS 39531 Phone:228/594-2200 Fax:228/594-2020	DATE: 08/12/2010
		JOB: 609
		CONTRACT/PO: 07123
		ORIG: Municipality Request

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor and material necessary to install twenty-SIX (26) additional type "D" signs all in accordance with Mr. Ryan Florreich's request for the sum of ONE THOUSAND, SIX HUNDRED FIFTY AND 00/100 DOLLARS.

The time required to complete these changes will be zero (0) days from the date of approval. If accepted this will extend the contract time by this time.

Total: \$1,650.00

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. Gutierrez
Christopher P. Gutierrez

By: _____

Date: 08/12/2010

Date: _____



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 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-19
 Date: 08/12/10

DESCRIPTION	QU.	UNIT	PRICE	MATERIAL/SUB COST	PRICE	LABOR COST	TOTAL COST
(Add)Additional Type "J" Sign - CO #19							
Additional Type "D" Plaques (26ea.)	1	LS	1037.00	1037.00	250.00	250.00	1287.00
SUB-TOTAL CO #19				1037.00		250.00	1287.00
LABOR BURDEN		40%				100.00	100.00
TAXES, BONDS, & FEES		8%				350.00	1387.00
OVERHEAD & PROFIT		10%					110.96
TOTAL CO #19							1497.96
							149.80
							1647.76

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Chris Guttierrez

From: Station 4 [station4@partitionsofgulfport.com]
Sent: Thursday, August 12, 2010 1:38 PM
To: 'Chris Guttierrez'
Subject: Interior Signage Increase
Attachments: _AVG certification_.txt

Chris,

Per our Phone conversation we will need an increase for the 26 Type "D" Signs @ \$35.00 each to Equal 910.00 Plus Freight cost for a total of @1,037.00.

If you could Please send the change order for this amount I would appreciate it.

Thank you for your time and attention to this matter,

Allen Forrest
Partitions of Gulfport
2591 - 23rd Avenue
Gulfport, MS. 39501

Ph: 228-822-9908
Fax: 228-822-2249

8/12/2010

Based upon the recommendation of Mr. Currie, Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to approve Change Order Number 014, New City Hall Contract, Starks Construction Company, Inc., all as set forth above.

Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to approve Budget Modification #3, Town Green Project, as follows:

Minutes of September 21, 2010
Mayor and Board of Aldermen

MEMO

DATE: September 10, 2010
TO: Ms. Becky Schruff, City Clerk
Community Services Division
FROM: Ann Frazier, Associate Consultant
Jimmy Gouras Urban Planning
RE: City of Long Beach – Town Green
Project #R-109-235-03-KCR

I have enclosed five copies of Budget Modification #3 for the above referenced project. This modification will extend the contract ending date from October 31, 2010 to March 31, 2011 to allow for completion of the project. If the modification meets with Board approval, please have the Mayor sign all five copies, keep one copy for your files and return the remaining copies to our office for further processing.

If you have any questions concerning this information, please feel free to contact me at 601-638-7121.

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 September 21, 2010
Mayor and Board of Aldermen



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

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

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

September 15, 2010

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

RE: **Marcie Dr. Elevated Tank - EDA Investment No. 04-79-05870**
City of Long Beach Ref #112397
Final Acceptance - Caldwell Tanks, Inc.

Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I therefore now recommend final settlement with the Contractor, in accordance with the following enclosed documents:

1. Change Order Number 3 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount increase of \$2,198.75. The final amount of the contract is \$1,275,486.75.
2. Application for Payment Number 8 (Final), in the amount of \$82,774.34, bringing the total of all payments to the full contract amount of \$1,275,486.75.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB: 1812C
Enclosures

O:\1812 Elevated Water Tank\1812C Tank\20100915 Re Final Acceptance Caldwell.doc

Minutes of September 21, 2010 Mayor and Board of Aldermen

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AGARNERRUSSELL ASSOC

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		Change Order
		No. <u>3</u>
		FINAL
Date of Issuance:	<u>9/7/2010</u>	Effective Date: <u>9/7/2010</u>
Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:
Contract:	<u>Murkle Dr. Tank EDA Investment No. 04-79-05870</u>	Date of Contract: <u>4/20/2009</u>
Contractor:	<u>Caldwell Tanks</u>	Engineer's Project No.: <u>1812C</u>

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

Description:
1. Adjust quantities to reflect final field measurements

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Prices <u>\$1,266,000.00</u>	Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>11/28/2009</u> Ready for final payment (days or date):
(Increase) in Contract Price from previous Change Orders No. <u>1</u> to No. <u>2</u> <u>\$7,288.00</u>	Change in Contract Time from previous Change Orders No. <u>1</u> to No. <u>2</u> Substantial completion (days or date): <u>17B</u> Ready for final payment (days or date):
Contract Price prior to this Change Order: <u>\$1,273,288.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>5/25/2010</u> Ready for final payment (days or date):
(Increase) in Contract Price due to this Change Order: <u>\$2,198.75</u>	Change in Contract Time due to this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date):
Revised Contract Price incorporating this Change Order: <u>\$1,275,486.75</u>	Contract Times incorporating this Change Order: Substantial completion (days or date): <u>5/25/2010</u> Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: _____
Date: <u>9.9.2010</u>	Date: <u>9/13/10</u>	Date: _____

Minutes of September 21, 2010
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PROJECT NO. 3817C
Page 2 of 2

F/HAL 3

ATTACHMENT TO CHANGE ORDER NUM/BER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	QUANTITY TO DATE	EXTENSION TO DATE
1	SITE PREPARATION & STORMWATER CONTROL	1 L.S.	\$2,000.00	\$2,000.00			1	\$2,000.00
2	500,000 GALLON ELEVATED WATER TANK & FOUNDATION	1 L.S.	\$1,033,951.50	\$1,033,951.50			1	\$1,033,951.50
3-A	8" WATER PIPE	100 L.F.	\$46.00	\$4,600.00	01	(\$92.00)	99	\$4,508.00
3-B	16" WATER PIPE	85 L.F.	\$82.00	\$6,970.00	28	\$2,240.00	113	\$9,210.00
3-C	DUCTILE IRON FITTINGS	2.071 TON	\$7,743.50	\$16,048.50	0.0145	\$20.75	2.0855	\$16,069.25
4-A	8" VALVE	2 EA.	\$925.00	\$1,850.00			2	\$1,850.00
4-B	16" VALVE	2 EA.	\$2,300.00	\$4,600.00			2	\$4,600.00
4-C	16" VALVE	2 EA.	\$5,700.00	\$11,400.00			2	\$11,400.00
4-D	8" X 1" TAP WITH VALVE	1 EA.	\$3,500.00	\$3,500.00			1	\$3,500.00
4-E	FIRE HYDRANT WITHOUT VALVE	1 EA.	\$1,750.00	\$1,750.00			1	\$1,750.00
5	WATER SERVICE	1 EA.	\$500.00	\$500.00			1	\$500.00
6	TANK PAINTING & MARKINGS	1 L.S.	\$110,000.00	\$110,000.00			1	\$110,000.00
7	SITING	1 L.S.	\$7,000.00	\$7,000.00			1	\$7,000.00
8-A	MODIFICATIONS TO EXISTING ALTITUDE VALVE AT JOHNSON ROAD TANK	1 L.S.	\$6,500.00	\$6,500.00			1	\$6,500.00
8-B	REPLACE EXISTING ALTITUDE VALVE AT RICHOLSON AVENUE TANK	1 L.S.	\$70,000.00	\$70,000.00			1	\$70,000.00
CO1-1	NEW TEMPLATE FOR MODIFIED TANK LOGO	1 L.S.	\$435.00	\$435.00			1	\$435.00
CO1-2	INSTALL ISOLATION VALVE AT MICHLSON AVENUE TANK	1 L.S.	\$8,333.00	\$8,333.00			1	\$8,333.00
CO2-1	DUCT LABOR TO INSTALL PILOT VALVE AT JOHNSON ROAD TANK	1 L.S.	(\$1,500.00)	(\$1,500.00)			1	(\$1,500.00)
				\$1,273,288.00		\$2,198.75		\$1,275,486.75

2 of 2

EXCERPTS OF 10/20/2010
Prepared by the Engineer, Joint Consultant Document Committee and authorized by the
Associated General Contractors of America and its Construction Specifications Institute.

Minutes of September 21, 2010 Mayor and Board of Aldermen

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AGARNERRUSSELL ASSOC

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APPLICATION FOR PAYMENT NO. 8 FINAL

TO: City of Long Beach (OWNER)
 Contract for Marble Dr. Elevated Water Tank & DA Investment No. 04-79-03870 Dated: 4/21/2009
Long Beach, Mississippi
 OWNER'S Project No. _____ ENGINEER'S Project No. 1812 C
 For work accomplished through the date of: 8/31/2010

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					
STORED MATERIALS					\$1,275,488.75
TOTAL			\$1,273,288.00		
(Orig. Contract)			\$1,288,000.00		\$1,275,488.75
C.O. 1			\$8,788.00		
C.O. 2			(\$1,500.00)		

Accompanying Documentation:	GROSS AMOUNT DUE.....	\$ 1,275,488.75
_____	LESS 0% RETAINAGE.....	\$
_____	AMOUNT DUE TO DATE.....	\$ 1,275,488.75
_____	LESS PREVIOUS PAYMENTS.....	\$ 1,192,712.41
_____	AMOUNT DUE THIS APPLICATION.....	\$ 82,774.34

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge, in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 8 FINAL inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated 9/9/10 2010

Caldwell Tanks, Inc.
CONTRACTOR

By: Swanee Whelan

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9.9 2010

A. GARNER RUSSELL & ASSOCIATES, INC.
ENGINEER

By: [Signature]

Minutes of September 21, 2010
Mayor and Board of Aldermen

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AGARNERRUSSELL ASSOC

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ATTACHMENT TO SAY ESTIMATE NO. 09FWAL PROJECT NO. 1012 T&K
Page 1 of 2

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	EXTENSION TO DATE	EXTENSION TO DATE
1	SITE PREPARATION & STORAGE/WATER CONTROL	1	\$2,000.00	\$2,000.00	1	\$2,000.00			100%	\$2,000.00
2	POUR CONCRETE	1	\$1,000.00	\$1,000.00	1	\$1,000.00			100%	\$1,000.00
3	WATER PIPE	100	\$45.00	\$4,500.00	100	\$4,500.00			100%	\$4,500.00
3-A	WATER PIPE	65	\$50.00	\$3,250.00	65	\$3,250.00			100%	\$3,250.00
3-B	WATER PIPE	2071	\$3.50	\$7,249.50	2071	\$7,249.50			100%	\$7,249.50
3-C	BURIED IRON FITTINGS	2	\$25.00	\$50.00	2	\$50.00			100%	\$50.00
4	4" VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00			100%	\$1,500.00
4-A	4" VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00			100%	\$1,500.00
4-B	4" VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00			100%	\$1,500.00
4-C	4" VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00			100%	\$1,500.00
4-D	4" VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00			100%	\$1,500.00
4-E	4" VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00			100%	\$1,500.00
5	PRE-INSTALL WITH-CUT VALVE	1	\$1,750.00	\$1,750.00	1	\$1,750.00			100%	\$1,750.00
6	WATER SERVICE	1	\$500.00	\$500.00	1	\$500.00			100%	\$500.00
7	TANK PAINTING & MAINTENANCE	1	\$110,000.00	\$110,000.00	1	\$110,000.00			100%	\$110,000.00
8	SOIL TESTING	1	\$7,000.00	\$7,000.00	1	\$7,000.00			100%	\$7,000.00
9	SOIL TESTING TO DETERMINE ALTITUDE VALVE	1	\$7,000.00	\$7,000.00	1	\$7,000.00			100%	\$7,000.00
B-A	REPLACE EXISTING ALTITUDE VALVE	1	\$2,500.00	\$2,500.00	1	\$2,500.00			100%	\$2,500.00
B-B	REPLACE EXISTING ALTITUDE VALVE AT	1	\$2,500.00	\$2,500.00	1	\$2,500.00			100%	\$2,500.00
001-1	NEW TEMPLATES FOR IN-DIELED TANK LOGO	1	\$50.00	\$50.00	0	\$0.00	1	\$50.00		\$50.00
001-2	INSTALL ISOLATION VALVE AT NIGHTLISON	1	\$550.00	\$550.00	1	\$550.00			100%	\$550.00
001-3	AVENUE TANK	1	\$8,350.00	\$8,350.00	1	\$8,350.00			100%	\$8,350.00
002-1	CONCRETE FOR TO INSTALL PILOT VALVE AT	1	\$1,000.00	\$1,000.00	1	\$1,000.00			100%	\$1,000.00
002-2	CONCRETE FOR TANK	1	\$1,500.00	\$1,500.00	1	\$1,500.00			100%	\$1,500.00
TOTAL WORK COMPLETED										
				\$1,725,257.75			\$1,725,257.75			\$1,725,257.75

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Mayor and Board of Aldermen

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AGARNERRUSSELL ASSOC

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8 FINAL

ATTACHMENT TO PAY ESTIMATE NO.
PROJECT NO. 1812 C
Schedule of Values

Item No.	Description	Scheduled Value	Previous Estimate	Current Estimate	Total To Date
1	SITE PREPARATION & STORMWATER CONTROL	100% \$ 2,000.00	100% \$ 2,000.00	\$ -	100.00% \$ 2,000.00
2	500,000 GALLON ELEVATED WATER TANK & FOUNDATION				
a	Bonds & Insurance	1% \$ 10,000.00	100% \$ 10,000.00	\$ -	100.00% \$ 10,000.00
b	Engineering/Draw/Design- Foundation	2% \$ 18,000.00	100% \$ 18,000.00	\$ -	100.00% \$ 18,000.00
c	Engineering/Draw/Design- Tank	2% \$ 26,000.00	100% \$ 26,000.00	\$ -	100.00% \$ 26,000.00
d	Pipes	10% \$ 105,550.00	100% \$ 105,550.00	\$ -	100.00% \$ 105,550.00
e	Foundation Construction	16% \$ 160,637.50	100% \$ 160,637.50	\$ -	100.00% \$ 160,637.50
f	Fabricated Material	37% \$ 403,560.00	100% \$ 403,560.00	\$ -	100.00% \$ 403,560.00
g	Tank Construction	33% \$ 380,204.00	100% \$ 380,204.00	\$ -	100.00% \$ 380,204.00
	TOTALS	100% \$ 1,003,951.50	30% \$ 1,003,951.50	\$ -	100.00% \$ 1,003,951.50
3-A	8" WATER PIPE	100% \$ 4,600.00	96% \$ 4,600.00	\$ -	26.00% \$ 4,600.00
3-B	16" WATER PIPE	100% \$ 6,800.00	133% \$ 9,040.00	\$ -	132.94% \$ 9,040.00
3-C	DUCTILE IRON FITTINGS	100% \$ 7,248.50	101% \$ 7,299.25	\$ -	100.70% \$ 7,299.25
4-A	6" VALVE	100% \$ 1,850.00	100% \$ 1,850.00	\$ -	100.00% \$ 1,850.00
4-B	12" VALVE	100% \$ 4,600.00	100% \$ 4,600.00	\$ -	100.00% \$ 4,600.00
4-C	16" VALVE	100% \$ 5,700.00	100% \$ 5,700.00	\$ -	100.00% \$ 5,700.00
4-D	8"x6" TAP WITH VALVE	100% \$ 3,500.00	100% \$ 3,500.00	\$ -	100.00% \$ 3,500.00
4-E	FIRE HYDRANT WITHOUT VALVE	100% \$ 1,750.00	100% \$ 1,750.00	\$ -	100.00% \$ 1,750.00
5	WATER SERVICE	100% \$ 500.00	100% \$ 500.00	\$ -	100.00% \$ 500.00
6	TANK PAINTING & MARKINGS	100% \$ 110,000.00	100% \$ 110,000.00	\$ -	100.00% \$ 110,000.00
7	SITework				
a	Clearing Site Prior to File Layout	75% \$ 5,500.00	100% \$ 5,500.00	\$ -	100.00% \$ 5,500.00
b	Final site work at end of project	21% \$ 1,500.00	160% \$ 1,500.00	\$ -	100.00% \$ 1,500.00

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 Mayor and Board of Aldermen

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AGARNERRUSSELL ASSOC

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Item No.	Description	Scheduled value		Previous Estimate	Current Estimate	Total To Date
		100%	\$			
	TOTALS	100%	\$ 7,000.00	100%	\$ 7,000.00	100.00% \$ 7,000.00
BA	MODIFICATIONS TO EXISTING ALTITUDE VALVE AT JOHNSON ROAD TANK	100%	\$ 6,500.00	100%	\$ 6,500.00	100.00% \$ 6,500.00
BB	REPLACE EXISTING ALTITUDE VALVE AT JOHNSON AVENUE TANK	100%	\$ 20,000.00	0%	\$ -	100.00% \$ 20,000.00
CC1-1	NEW TEMPLATE FOR MODIFIED TANK LOGO	100%	\$ 435.00	100%	\$ 435.00	100.00% \$ 435.00
CC1-2	INSTALL ISOLATION VALVE AT JOHNSON AVENUE TANK	100%	\$ 8,353.00	100%	\$ 8,353.00	100.00% \$ 8,353.00
CC1-3	DEDUCT LABOR TO INSTALL PILOT VALVE AT JOHNSON ROAD TANK	100%	\$ (1,500.00)	100%	\$ (1,500.00)	100.00% \$ (1,500.00)
	PROJECT TOTALS		\$ 1,273,288.00		\$ 1,258,192.75	\$ 20,000.00

Minutes of September 21, 2010 Mayor and Board of Aldermen

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

AIA DOCUMENT G707

PROJECT:
(name, address)

TO (Owner)

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

ARCHITECT'S PROJECT NO: C.T.I. # E-6851

CONTRACT FOR:
500,000 Gallon Torus Bottom Tank.

CONTRACT DATE: April 20, 2009

CONTRACTOR:
Caldwell Tanks, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond)

Great American Insurance Company
580 Walnut Street, Cincinnati, OH 45202

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Caldwell Tanks, Inc.
4000 Tower Road, Louisville, KY 40219

, CONTRACTOR,

heroby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

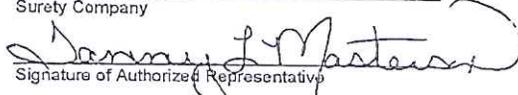
, OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 14th day of September 20 10

Great American Insurance Company
Surety Company


Signature of Authorized Representative

Attest:
(Seal):



Tammy L. Masterson, Attorney-In-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

Minutes of September 21, 2010 Mayor and Board of Aldermen

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AGARNERRUSSELL ASSOC

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CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND WAIVER OF LIENS

TO: (Owner)		ENGINEER'S PROJECT NO. <u>1812-Tank</u>
<u>City of Long Beach</u>		CONTRACT FOR: <u>Entire Project</u>
<u>P.O. Box 829</u>		CONTRACT DATE: <u>4/20/2009</u>
<u>Long Beach, MS 39580</u>		

PROJECT: Marble Dr. Tank - EDA Investment No. 04-79-05870

State of: Mississippi
County of: Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory Owner for each exception.)

NONE

CONTRACTOR: Caldwell Tanks, Inc.
(Address) P.O. Box 35770
Louisville, KY 40232

BY: *Swami Wheeler*

Subscribed and sworn to before me this 14th day of September, 2010

Notary Public:

Stephen Wells

My Commission Expires:

March 5, 2012

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Minutes of September 21, 2010
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Marble Dr. Elevated Water Tank

DATE OF ISSUANCE June 2, 2010

OWNER City of Long Beach

OWNER'S Contract No. _____

CONTRACTOR Caldwell Tanks ENGINEER A. Garner Russell & Associates, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach
OWNER

And To Caldwell Tanks
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

May 12, 2010

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion. receipt of final punch list.

6/2/2010

Date of Final Punch list

EJDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

Page 1 of 2

Minutes of September 21, 2010 Mayor and Board of Aldermen

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: See attached list.

The following documents are attached to and made a part of this Certificate:

Punchlist

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 7/16, 2010

A. Garner Russell & Associates, Inc.

ENGINEER

By: [Signature]

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____

Caldwell Tanks

CONTRACTOR

By: [Signature]

OWNER accepts this Certificate of Substantial Completion on _____

City of Long Beach

OWNER

By: [Signature]

(Authorized Signature)

Minutes of September 21, 2010
Mayor and Board of Aldermen

Marcie Drive Elevated Tank
Punchlist – 6/2/2010

Walkthrough – performed 5/28/2010

1. Establish grass on-site.
2. Remove silt fence after grass is established.
3. Clean up site; remove excess pipe, fence material, etc.
4. Remove weeds under the tank.
5. Make repairs as indentified in the "Long Beach Tank Inspection" checklist from 2/25/2010, attached hereto.
6. Provide copies of all test reports as required by the Contract.

Based upon the recommendation of Mr. Ball, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve Final Acceptance, Marcie Drive Elevated Tank, all as set forth above.

Alderman Anderson made motion seconded by Alderman Carrubba to approve MDOT Supplemental Agreement Number 1, Klondyke Road Bridge Replacement, as follows:

Minutes of September 21, 2010
Mayor and Board of Aldermen

Melinda L. McGrath
Deputy Executive Director/
Chief Engineer

Brenda Znachko
Deputy Executive Director/
Administration



Larry L. "Butch" Brown
Executive Director

Steven K. Edwards
Director
Office of Intermodal Planning

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

16499#B, Highway 49, N. Trailer, Saucier, MS 39574
September 10, 2010

Mr. Randy Davis
Volkert and Associates, Inc.
3809 Moffett Road
Mobile, AL 36670-0434

Re: STP-9082-00 (002) LPA City of Long Beach 105718/701000 Harrison Co.
Klondyke Road Bridge Replacement

Mr. Davis:

Attached you will find Supplemental Agreement No. 1 for the above referenced project for your further handling. Please provide me with a copy once the city has signed.

Respectfully,

David H. Seyfarth for D.H.S.

David H. Seyfarth, PE, PS
District 6 Special Projects Engineer

pc: 16-10
Dhs/amn

RECEIVED
SEP 10 2010
DISTRICT 6



Minutes of September 21, 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.

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Mayor and Board of Aldermen

Dated, this 6 day of August, 2010.

Insurance Company of The West
Surety

Jordan Crane Services, Inc.
Contractor

By: [Signature]
Procy Eric Buckley/Attorney-in-Fact
Resident MS Agent/Bottrell Insurance

By: [Signature], President

RECOMMENDED FOR APPROVAL:

[Signature]
LPA Professional

[Signature]
MDOT District Engineer

[Signature]
MDOT State Construction Engineer

APPROVED:

Mississippi Transportation Commission

[Signature]
Chief Engineer

By: _____
Executive Director

Book _____ Page _____

By: _____
LPA, City of Long Beach

_____, 2010

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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

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

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

The Mayor and Board of Aldermen acknowledged the \$25.00 court assessment to maintain the Interoperability Law Enforcement/Court Record Management Computer System.

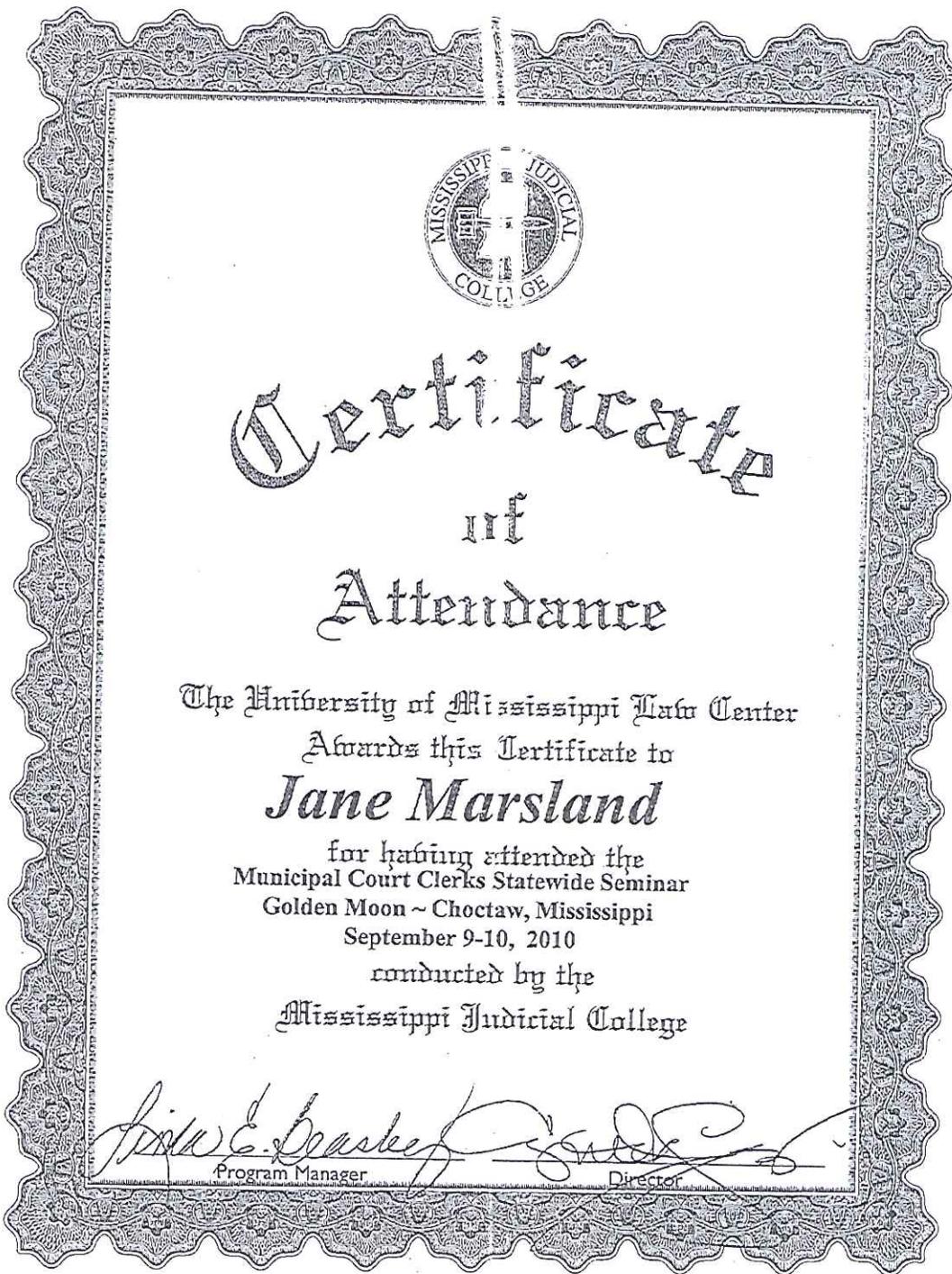
Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the Civil Service Position – Wage Classification, Recreation Director Bob Paul, CSU-10-IV, effective October 1, 2010.

There came on for consideration action taken by board members of the Long Beach Youth Baseball League to discontinue paying the \$5.00 per child recreation fee to the City of Long Beach.

After considerable discussion, Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to overrule that action and continue charging the Long Beach Youth Baseball League \$5.00 per child recreation fee payable to the City of Long Beach.

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to spread the Certificate of Attendance, Municipal Court Clerk, upon the minutes of this meeting in words and figures as follows:

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Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried acknowledging the August, 2010, Revenue/Expense Reports.

Amendments to the fiscal year 2009-2010 budget were taken under advisement until the next regular meeting, October 5, 2010.

Based upon the recommendation of the city's insurance agent of record, Sawyer-Foster Insurance Group, Alderman Carrubba made motion seconded by Alderman

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Anderson to approve Workers Compensation Renewal, October 1, 2010-2011, with the Mississippi Municipal Workers Compensation Trust, in the amount of \$162, 454, annual premium.

Based upon the recommendation of the Zoning Enforcement/Code Office, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to schedule public hearings, Tuesday, October 19, 2010, 5:00 p.m., Long Beach School District Central Office, 19148 Commission Road, to determine whether or not four (4) parcels of property are in such a state of uncleanness as to constitute a menace to the public health and safety of the community; said parcels are as follows:

- 237 Lang Avenue, Long Beach, Mississippi, assessed to Jane Ellis;
- 97 and 99 Pitcher Point, Long Beach, Mississippi, assessed to CRJ 8th Avenue Properties;
- 117 Markham Drive, Long Beach, Mississippi, assessed to Gulf Homes LLC;
- 210 Ferguson Avenue, Long Beach, Mississippi, assessed to Patricia Richmond (deceased).

* * *

The Clerk reported that property adjudicated at 221 South Island View is substantially cleaned and will be completed by Monday, September 27, 2010; and Utility Partners, LLC, is authorized to commence cleaning property adjudicated at 316 East 4th Street, not in compliance.

Discussion of tax exempt districts was tabled until further notice.

The sidewalk ordinance was tabled until further notice.

Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to schedule a work session, Wednesday, October 13, 2010, 5:00 p.m., Long Beach School District Central Office, to discuss tax exempt districts and the sidewalk ordinance.

Discussion of city flags was tabled until further notice.

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Senior Citizens director Brenda Trehern reported that approximately 30 applications were submitted for congregate meals (breakfast). No further action was required or taken and the matter was tabled until further notice.

Language restrictions, new zoning in Ward 3, was taken under advisement for further consideration at the next regular meeting, October 5, 2010.

There was no action required or taken regarding Ward 4 representation.

Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried authorizing Utility Partners, LLC, to compile the necessary information to pursue electronic payment of water and sewer bills.

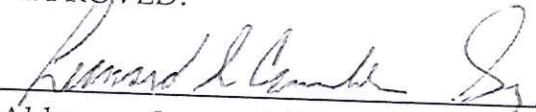
There was no report from the City Attorney.

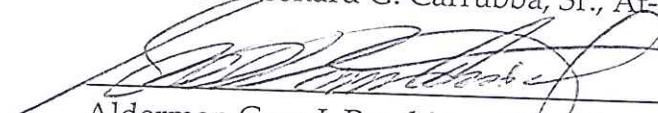
There were no additional public comments.

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

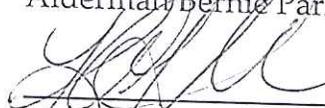
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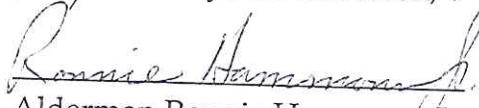
APPROVED:


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

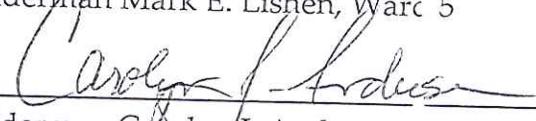

Alderman Gary J. Ponthieux, Ward 1


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

Oct - 5, 2010
Date

ATTEST:


Rebecca E. Schruuff, City Clerk