

**Minutes of November 16, 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 16<sup>th</sup> day of November, 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, 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 this public hearing, the following proceedings were had and done.

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Aldermen Bernie Parker and Kaye H. Couvillon were absent the public hearing.

\*\*\*\*\*

The public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach and located at 601 Klondyke Road, assessed to Richard Wayne Goss, is in such a state of uncleanliness as to constitute a menace to the public health 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 Lishen 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 Aldermen at a regular meeting duly held and convened on October 19, 2010, that she did cause to be sent, via certified mail, return receipt requested, Legal Notice of Public Hearing, to Richard Wayne Goss at the physical/ mailing address, 308 West Railroad Street, Long Beach, Mississippi, 39560, as the same appears of record on the Harrison County 2010 Real Property Tax Rolls;
- The Clerk further reported that the legal notice was unclaimed; said legal notice is as follows:

# Minutes of November 16, 2010 Mayor and Board of Aldermen

## 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

**COPY**

CITY CLERK  
TAX COLLECTOR  
Rebecca E. Schruoff

CITY ATTORNEY  
James C. Simpson, Jr.

October 20, 2010

**MAILED**

Date: 10/20/10

91 7108 2133 3938 0606 6619

Richard Wayne Goss  
308 West Railroad Street  
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 October 19, 2010, hold a public hearing at 5:00 p.m., Tuesday, November 16, 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 Richard Wayne Goss and situated in the City of Long Beach, Mississippi, at 601 Klondyke Road, is in such a state of uncleanness 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: 601 Klondyke Road

Parcel Number: 0611F-01-010.000

Legal Description: -MINI WAREHOUSES & CAR WASH-BEG 30 FT N & 40 FT W OF SE COR OF SEC 2 ON N MAR OF COMMISSION RD W ALONG RD 172 FT N 227 FT E 187 FT TO W MAR OF KLONDYKE RD S ALONG RD

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. 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

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

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## Mayor and Board of Aldermen

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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 21<sup>st</sup> day of September, 2010.

  
Rebecca E. Schuff  
City Clerk

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USPS - Track & Confirm

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## Track & Confirm

### Search Results

Label/Receipt Number: 9171 0821 3339 3806 0666 19  
Class: First-Class Mail®  
Service(s): Return Receipt Electronic  
Status: Unclaimed

Your item was returned to the sender on November 06, 2010 because it was not claimed by the addressee.

#### Detailed Results:

- Unclaimed, November 06, 2010, 11:47 am, LONG BEACH, MS
- Notice Left, October 21, 2010, 9:23 am, LONG BEACH, MS 39560
- Arrival at Unit, October 21, 2010, 8:34 am, LONG BEACH, MS 39560
- Electronic Shipping Info Received, October 20, 2010

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

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No FEAR Act EEO Data

FOIA



Equal Opportunity  
Notice of Nondiscrimination



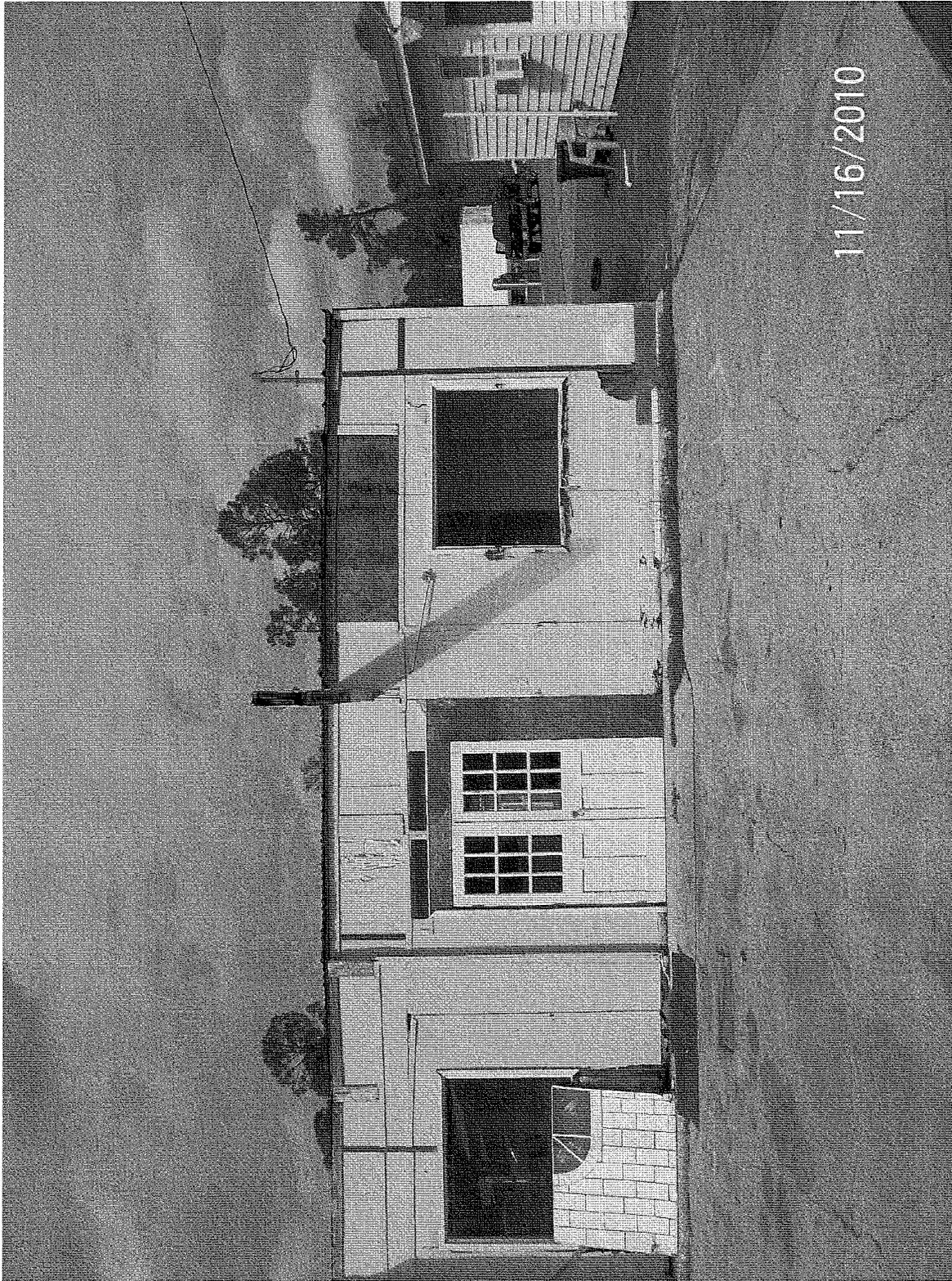
Accessibility  
Notice of Nondiscrimination

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

11/16/2010

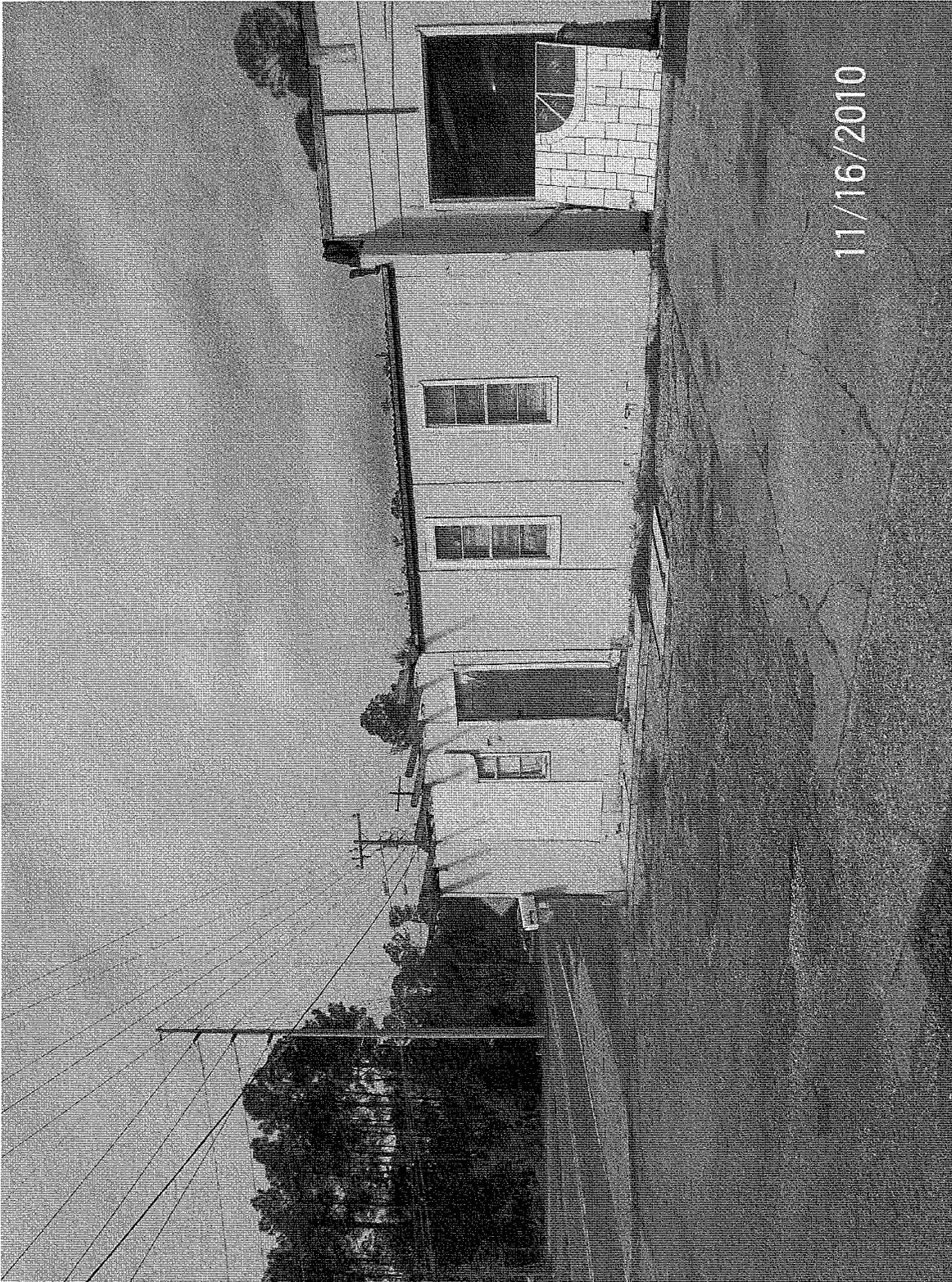
- The Clerk reported that a copy of the Legal Notice of Public Hearing was posted on the subject property by Building Official Earl Levens, as required by state law;
- The Clerk submitted photographs depicting the subject property taken on November 16, 2010, by Building Official Earl Levens, as follows:

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*corner of Compressor & Kogelke*

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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, 601 Klondyke Road, Long Beach, Mississippi, as of November 16, 2010; said affidavit is as follows:

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## 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 EARL LEVENS, known to me to be the Building Official 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 he is the duly appointed and acting Building Official of the City of Long Beach, Mississippi;

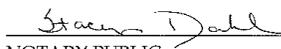
2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking 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/code enforcement in and for the City of Long Beach;

3. That on or before November 5, 2010, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to the estate Richard Wayne Goss, and located at 601 Klondyke Road, Long Beach, Mississippi and at the City Hall, 645 Klondyke Road, Long Beach, Mississippi; and that on November 16, 2010, he 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 November 16, 2010.

This the 16<sup>th</sup> day of November, 2010.

  
REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 16<sup>th</sup> day of November, 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 or comments, Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to close the public hearing, and take official action as follows:

## **Minutes of November 16, 2010 Mayor and Board of Aldermen**

The Mayor and Board of Aldermen, Long Beach, Mississippi, took up the matter of the public hearing on the property located at 601 Klondyke Road, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Anderson offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY LOCATED AT 601 KLONDYKE ROAD, LONG BEACH, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.**

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 601 Klondyke Road Drive, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of October 19, 2010, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held November 16, 2010, and directed notice of said hearing be served on the owner of said property in the manner as provided by said

## Minutes of November 16, 2010 Mayor and Board of Aldermen

MCA Section 21-19-11;

2. That, having served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or my posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing, hereby made a part of the record of these proceedings;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, do find and adjudicate that the property is, in its present condition, in such a state of uncleanness as to be a menace to the public health and safety of the community and constitutes an attractive nuisance. It is therefore,

RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611F-01-010.000, and according to said tax records is owned by Richard Wayne Goss, is at present in such a state of uncleanness as to be a menace to the public health and safety of the community and an attractive nuisance.

2. That the aforesaid owner is hereby order to clean said parcel of land within ten (10) days from the entry of this Resolution and Order, and that such cleaning

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## Mayor and Board of Aldermen

shall include:

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from the City of Long Beach dated June 19, 2006, and attached hereto.

3. That in the event that said owner shall fail to complete cleaning of the subject property within ten (10) days from entry of this Resolution and Order, then the governing authority shall proceed to clean the subject property as required by paragraph 2, above, by the use of municipal employees or by contract, with the cost of same, together with a penalty of \$1,500.00 or 50% of such actual cost, whichever is greater, to be, at the next regular meeting after completion of such clean-up, assessed against the said parcel of land.

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

Alderman Bernie Parker	voted	Absent, Not Voting
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Absent, Not Voting
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

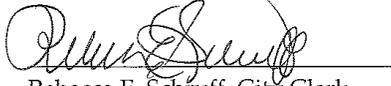
**Minutes of November 16, 2010  
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The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 16<sup>th</sup> day of November, 2010.

APPROVED:

  
\_\_\_\_\_  
William Skellie, Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca E. Schruoff, City Clerk

\*\*\*\*\*

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 November, 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,

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Sr., Gary J. Ponthieux, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruoff, 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.

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Alderman Bernie Parker was absent the meeting; Alderman Kaye H. Couvillon arrived late and was preliminarily absent the meeting.

\*\*\*\*\*

The meeting was called to order and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on October 5, 2010, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Advertisement for Bids, "CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM", as evidenced by the Publisher's Proof of Publication.

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

Minutes of November 16, 2010  
 Mayor and Board of Aldermen

**PROOF OF PUBLICATION**

**LEGAL NOTICE ADVERTISEMENT FOR BIDS**  
 NOTICE IS HEREBY GIVEN that the City of Long Beach, Mississippi, will receive sealed bids for CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM, as ordered by the City of Long Beach.

**Bids & Proposals 254**

Bid sheets, which include specifications and terms of purchase, are available in the office of Utility Partners, LLC, 104 Kohler Avenue, Long Beach, Mississippi, 39560, (228) 863-0440.

Bids will be received by the City Clerk until the hour of 10:00 a.m. Friday, October 29, 2010. All bids properly filed will be publicly opened and read aloud. Sealed bids must be submitted on the required bid form and must be clearly marked BID FOR CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM, on the outside envelope.

Bids may be held by the City of Long Beach for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

The City of Long Beach reserves the right to reject any and all bids and to waive any informalties.

ORDERED by the Mayor and Board of Aldermen this 5th day of October, 2010.

signed  
 Rebecca E. Schruff, City Clerk  
 ADV12.19.2TUE 1425797

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Michelle Gelet who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 3 times in the following numbers and on the following dates of such paper, viz:

- Vol. 127 No., 9 dated 12 day of Oct, 2010
- Vol. 127 No., 16 dated 19 day of Oct, 2010
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Michelle Gelet  
 Clerk

Sworn to and subscribed before me this 19 day of Oct, A.D., 2010



Kandi Berkley  
 Notary Public

The Clerk further reported that one (1) bid was properly filed, whereupon, said bid was then and there publicly opened and read aloud, Friday, October 29, 2010, at 10:00 a.m., in the Office of the City Clerk, City Hall Complex, 645 Klondyke Road, by City Clerk Rebecca E. Schruff. Also in attendance were Deputy City Clerk Stacey Dahl, Derrel Wilson, Project Manager, Utility Partners, LLC, and the company representative submitting the bid.

Recommendation and official bid tabulation is as follows:

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# Memo

**To:** REBECCA SCHRUFF, CITY CLERK  
**From:** Derrel Wilson, Project Manager  
**CC:**  
**Date:** 11/4/2010  
**Re:** **ANNUAL BID FOR LIQUID CHLORINE**

---

I have reviewed the bid received for Liquid Chlorine and find that this bid is in compliance with all required specifications. I recommend the City of Long Beach award the annual bid for FY2010-2011 for Liquid Chlorine to DPC Enterprises, LP, P.O. Box 11447, Chickasaw, AL 36671.

<u>VENDOR</u>	<u>COST/150lb cylinder</u>
DPC ENTERPRISES, LP	\$105.00

Based upon the recommendation of Mr. Wilson, Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to award the contract, "Chlorine for Public Water Distribution System", to DPC Enterprises, LP, as set forth above.

\*\*\*\*\*

The Mayor and Board of Aldermen welcomed the Long Beach High School Youth Leadership Class of 2011.

\*\*\*\*\*

**Minutes of November 16, 2010  
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There were no amendments to the Municipal Docket.

\*\*\*\*\*

There were no public comments regarding agenda items.

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Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the special meeting minutes of the Mayor and Board of Aldermen dated November 3, 2010, as submitted.

\*\*\*\*\*

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve the November 10, 2010, Planning Commission minutes, as submitted.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims number 111610.

\*\*\*\*\*

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

\*\*\*\*\*

# Minutes of November 16, 2010 Mayor and Board of Aldermen

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

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

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

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

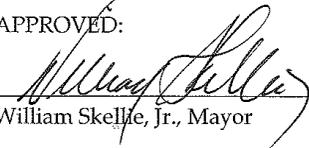
IT IS FURTHER PROCLAIMED AND ORDERED that all Long Beach agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City of Long Beach/Harrison County Emergency Operations Plan.

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

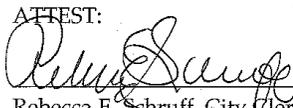
Alderman Parker	voted	Absent, Not Voting
Alderman Ponthieux	voted	Aye
Alderman Couvillon	voted	Absent, Not Voting
Alderman Anderson	voted	Aye
Alderman Carrubba	voted	Aye
Alderman Lishen	voted	Aye
Alderman Hammons	voted	Aye

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 16th day of November, 2010

APPROVED:

  
William Skellie, Jr., Mayor

ATTEST:

  
Rebecca E. Schruoff, City Clerk

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\*

Brief discussion was held regarding the BP Deepwater Horizon oil spill; no official action was required or taken.

\*\*\*\*\*

There was no official required or taken regarding the Community Development Block Grant (CDBG).

\*\*\*\*\*

# Minutes of November 16, 2010 Mayor and Board of Aldermen

Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve Amendment 2-K, Master Agreement, A. Garner Russell and Associates, Infrastructure Repairs Project Area 5, as follows:



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

520 33<sup>RD</sup> STREET, GULFPORT, MS 39507  
P.O. BOX 1677, GULFPORT, MS 39502

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



November 11, 2010

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

**RE: Amendment No. 2-K to the Master Agreement  
Hurricane Katrina Infrastructure Repairs – Project Area 5)**

Ladies and Gentlemen:

Please find attached our proposed amendment for the Master Agreement between the City and A. Garner Russell, Inc. The purpose of this amendment is to increase the allowable fees for inspection services for Project Area 5. Based on our current billing amounts and the amount of time being spent on inspection, we expect that fees for inspection will exceed the previously set contract amounts. Initially, our contract amount for inspection was based on one inspector on-site for a regular work week for 52 weeks of construction time; which we understood was all FEMA would agree to include in the Project Worksheet. Obviously, we often work longer than a regular work week during inspection on these jobs meaning we will exceed the budget. FEMA personnel continue to state that they will reimburse for all "reasonable, eligible expenses". We feel very comfortable that we can justify all expenses for these projects, including the increased fees for construction inspection shown in the proposed amendment.

Therefore, we request your consideration in approving this amendment to the Master Agreement so that we can continue this work. Should you need more information, please call.

Sincerely,

David Ball, P.E.

DB:539-Master Agreement  
Enclosure

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**AMENDMENT NUMBER 2-K TO  
MASTER AGREEMENT BETWEEN  
CITY OF LONG BEACH  
AND  
A. GARNER RUSSELL & ASSOCIATES, INC.  
HURRICANE KATRINA PERMANENT REPAIRS  
(INFRASTRUCTURE REPAIRS - PROJECT AREA 5)  
(PW #11128 & PW #11186)**

WHEREAS, the City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an amendment to the Master Agreement dated May 3, 2006, for the performance of professional services to the City described as the engineering services for the replacement of water & sewer mains along Highway 90, and along the City streets south of the Main Debris Line, said amendment bearing the date of May 10, 2006, and

WHEREAS, OWNER and ENGINEER have previously amended said agreement to include fees for various professional services related to Project Area 5, including fees for CONSTRUCTION INSPECTION, and

WHEREAS, FEMA allows construction inspection to be reimbursed as a special service, and ENGINEER has performed and will continue to perform such inspection services where required, and

WHEREAS, FEMA included an hourly estimate, provided by ENGINEER, of the construction inspection fees related to Project Area 5 in the appropriate Project Worksheets, an estimate based on the expected construction time for Project Area 5, in the amount of \$114,400, and

WHEREAS, fees for CONSTRUCTION INSPECTION for Project Area 5 will exceed the hourly estimate included in the Project Worksheet;

NOW, THEREFORE, the parties to the Amendment now mutually further agree as follows:

- A. The total of all fees billed under this Amendment as CONSTRUCTION INSPECTION will not exceed \$170,000 without further authorization, a projected estimate of the total fees for construction inspection in Project Area 5.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: William Skellie, Jr.  
William Skellie, Jr.

By: M. Scott Burge  
M. Scott Burge, P.E.

Title: Mayor

Title: President

Date Signed: 11-16-10

Date Signed: 11-11-10

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve Change Order Number 016, Starks Construction Company, Inc., New City Hall Project, as follows:

# Minutes of November 16, 2010 Mayor and Board of Aldermen



November 16, 2010

GULF COAST OFFICE  
2549 Beach Blvd, Ste. 100  
Biloxi, Mississippi 39531  
228.594.2200  
FAX 228.594.2020  
EMAIL info@jhm.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 016

Dear Mayor Skellie:

The enclosed Change Order 016 for the new City Hall documents the following changes to the contract:

- 1) Sawcut concrete restraint bands to provide additional 'relief' drainage at the porches. The total cost to perform this work is documented in the attached PCO-21: a cost increase of \$4,000.00 and a requested time extension of seven (7) days.
- 2) Removing an additional portion of the existing subsurface foundation discovered upon excavating to complete the parking lot paving (you may recall the larger foundation removal in Change Order 003). Unit prices for the concrete removal and new structural fill were part of the Bid Documents and the Owner-Contractor agreement. The total cost to perform this work is documented in the attached PCO-22: a cost increase of \$707.50 and a requested time extension of three (3) days.
- 3) Accomplish a number of miscellaneous items:
  - A. Add additional wood base trim at Stair A and Stair B, per SD-51.
  - B. Modify the exit lights to a more consistent and aesthetic installation.
  - C. Add a receptacle for the irrigation system controller.
  - D. Add an additional power and data drop in the PERMITS office millwork, to allow for the installation of a permanent computer CPU, per SD-50.
  - E. Add two in-grade flood lights at the flagpole, per SD-52.

The total cost to perform this work is documented in the attached PCO-23: a cost increase of \$20,000.00 and a requested time extension of fourteen (14) 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 \$24,707.50. It is further requested that the Contract Time be increased by a total of twenty-four (24) days to allow time to implement these changes, mainly lead-time for the flagpole lighting.

One important consideration with regards to this Change Order: the Substantial Completion Inspection was conducted on November 15, 2010. Therefore, approval of the time extension is largely a formality, and will not affect the date of the Ribbon Cutting or the City's plans to move in to the building. Approving the time extension will, however, assist the General Contractor in terms of proper record-keeping, assuming that the City is satisfied with the work performed.

ARCHITECTURE  
PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR DESIGN  
GRAPHIC DESIGN  
PROGRAM MANAGEMENT

OFFICES  
Biloxi  
Columbus  
Jackson  
Tupelo

PRINCIPALS  
JOSEPH S. HENDERSON, AIA  
RICHARD H. MCNEEL, AIA  
JACK W. BALLARD, AIA  
GLENN CURRIE, AIA

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

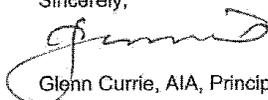
Long Beach New City Hall – CO 016  
November 16, 2010  
Page 2

Office Furniture Solutions will be on-site from November 16<sup>th</sup> thru November 24<sup>th</sup> to complete the furniture installation. Artwork will be installed during the week of November 29<sup>th</sup> and Furniture and Landscaping/Irrigation Inspections will be conducted during this same week. All tasks are on track for the December 6<sup>th</sup> Ribbon Cutting, and the City will be able to fully occupy the building any time following this date.

If approved in total, the Contract Sum for the project will become \$4,875,480.00 and the date of Substantial Completion will be November 15, 2010. Ann Frazier is completing a final Budget Modification, 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.

Sincerely,



Glenn Currie, AIA, Principal

cc: Chris Gutierrez – Starks Contracting Company  
Ann Frazier – Jimmy G. Gouras Urban Planning Consultants  
Ron Robertson / David Vicknair – Broaddus and Associates  
Liston Conrad – HORNE LLP  
Ryan Florreich / Carl Bradley – JBHM  
JBHM #07123.00.07

# Minutes of November 16, 2010 Mayor and Board of Aldermen



## Change Order

<b>PROJECT</b> <i>(Name and address):</i> 07123 City of Long Beach City Hall Long Beach, Mississippi	<b>CHANGE ORDER NUMBER:</b> 016 <b>DATE:</b> November 16, 2010	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Starks Contracting Co., Inc. 1538 Popps Ferry Road Biloxi, Mississippi 39540	<b>ARCHITECT'S PROJECT NUMBER:</b> 07123 <b>CONTRACT DATE:</b> January 28, 2009 <b>CONTRACT FOR:</b> General Construction	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <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 sawcuts at the exterior porches, as indicated in SD-48R. At each cut location, make a single cut joint in lieu of the double joints indicated. Refer to the attached Proposed Change Order 21 for additional detail.

- Remove eight (8) cubic yards of existing concrete foundation and install fifteen (15) cubic yards of structural fill. Refer to the attached Proposed Change Order 22 for additional detail.
- Furnish and install additional painted wood base trim at Stair A and Stair B, per SD-51.
- Furnish and install a modified exit light package, as indicated in the attached 'Lighting Plan' sketches. Wall-mounted exit lights shall be white in color. Patch, repair, and re-paint all finish wall/ceiling surfaces as required.
- Furnish and install a 120-volt receptacle for the irrigation system controller.
- Furnish and install an additional power and data drop in the PERMITS office millwork, per SD-50.
- Furnish and install two (2) in-grade B-K Lighting flood lights at the flagpole, per SD-52 and related Product Data Sheet.

The original Contract Sum was	\$ 4,396,000.00
The net change by previously authorized Change Orders	\$ 454,772.50
The Contract Sum prior to this Change Order was	\$ 4,850,772.50
The Contract Sum will be increased by this Change Order in the amount of	\$ 24,707.50
The new Contract Sum including this Change Order will be	\$ 4,875,480.00

The Contract Time will be increased by Twenty-four (24) days.  
The date of Substantial Completion as of the date of this Change Order therefore is November 15, 2010

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

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

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

11.16.10 11-16-10

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\*\*\*\*\*

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

Reassignment to Admin Detective, Craig DeRoche, PSA-10-IV, effective November 16, 2010;

Step Increase, Dispatcher Leanna Dunnigan, PS-3-I, effective December 16, 2010;

**Minutes of November 16, 2010  
Mayor and Board of Aldermen**

Step increase, Patrol Sergeant Ray Bell, PS-11-VI, effective December 1, 2010.

\*\*\*\*\*

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

Step Increase, Library Clerk Rebecca Sanzin, CSA-1-I, effective November 1, 2010.

\*\*\*\*\*

Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried authorizing the Mayor to forward a letter of authorization to David Harms Holt, Ph.D., Geography, University of Southern Mississippi, to build a Geographic Information System (GIS) to map the address points and building footprints for the City and assist in digitizing the cemetery.

\*\*\*\*\*

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried acknowledging the October, 2010, Revenue and Expense Reports.

\*\*\*\*\*

Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the Ricoh Business Solutions lease agreement, as follows:

# Minutes of November 16, 2010 Mayor and Board of Aldermen

Revised Date: 01/10/2005

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

The Agreement is entered into by and between CITY OF LONG BEACH (hereinafter referred to as Customer), and RICOH BUSINESS SOLUTIONS (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

Revised Date: 01/10/2005

- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.
6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. PAYMENTS:
- A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on Timely Payments for Purchases by Public Bodies, Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
- B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

Revised Date: 01/10/2005

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

Revised Date: 01/10/2005

13. ASSIGNMENT:

A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.

B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with

# Minutes of November 16, 2010 Mayor and Board of Aldermen

Revised Date: 01/10/2005

any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

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

Witness my signature this the 16<sup>th</sup> day of November, 2010.

Vendor: RICOH BUSINESS SOLUTIONS

By: *Rosemary Marhoffer*  
Authorized Signature

Printed Name: ROSEMARY MARHOFFER

Title: SR. ACCOUNT REP.

**Minutes of November 16, 2010  
Mayor and Board of Aldermen**

Revised Date: 01/10/2005

WITNESS:

  
Michelle

Witness my signature this the 16<sup>th</sup> day of November, 2010.

State of Mississippi: CITY OF LONG BEACH

By:   
Authorized Signature

Printed Name: Rebecca E. SCHRUFF

Title: CITY CLERK

WITNESS:

  
Stacy Dade

# Minutes of November 16, 2010 Mayor and Board of Aldermen

Revised Date: 01/10/2005

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

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

Vendor Company Name: RICOH BUSINESS SOLUTIONS

Customer Agency Name: CITY OF LONG BEACH

Bill to Address: P.O. Box 929  
LONG BEACH, MS 39560

Ship to Address: 201 JEFF DAVIS AVE  
LONG BEACH, MS 39560

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
<u>RICOH MP5000B</u>	<u>                    </u>
<u>SR3030 3000 SHEET FINISHER</u>	<u>                    </u>
<u>BRIDGE UNIT BU3030</u>	<u>                    </u>
<u>PUNCH UNIT TYPE 3260</u>	<u>                    </u>
<u>2 TRAY PAPER BANK (PB3040)</u>	<u>                    </u>
<u>PRINT/SCANNER UNIT TYPE 5000</u>	<u>                    </u>
<u>FAX OPTION TYPE 5000</u>	<u>                    </u>
<u>1 BIN TRAY BN 3040</u>	<u>                    </u>
<u>S/P CONNECT</u>	<u>                    </u>
<b><u>TOTAL: \$288.98 x 36 MONTHS</u></b>	

Delivery Schedule and Installation Date: \_\_\_\_\_

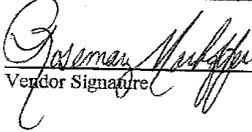
Rental Term: Number of Months 36 Start Date \_\_\_\_\_ End Date \_\_\_\_\_

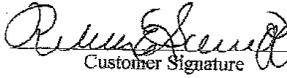
**Minutes of November 16, 2010  
Mayor and Board of Aldermen**

Revised Date: 01/10/2005

Modifications: MAINTENANCE IS: .0061 PER PRINT. TONER, PARTS AND LABOR

INCLUDED IN MAINTENANCE.

  
Vendor Signature

  
Customer Signature

\*\*\*\*\*

There came on for consideration derelict properties and actions was taken as follows:

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 237 South Lang Avenue, Long Beach, Mississippi. After a discussion of the subject, Alderman Ponthieux offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 237 SOUTH LANG AVENUE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 237 South Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of September 21, 2010, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held October 19, 2010, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on October 19, 2010, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 237 South Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512I-01-001.000, and according to said tax records is owned by Jane Leith Ellis -Estate-, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

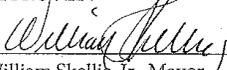
3. The line assessed and imposed hereby is in the amount of \$3,814.86 being the cost of such clean up in accordance with the attached Exhibit A, which sum includes a penalty of \$1,500.00 being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean up as indicated on the attached Exhibit B, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

Alderman Bernie Parker	voted	Absent, Not Voting
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Absent, Not Voting
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Absent, Not Voting

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 16<sup>th</sup> day of November, 2010.

APPROVED:

  
William Skellie, Jr., Mayor

ATTEST:

  
Rebecca E. Schuff, City Clerk



**Minutes of November 16, 2010  
Mayor and Board of Aldermen**

**UTILITY PARTNERS,  
LLC**

# Memo

**To:** MAYOR SKELLIE & BOARD OF ALDERMEN

**From:** Derrel Wilson, Project Manager *DW*

**CC:** REBECCA SCHRUFF & CITY CLERK

**Date:** 11/9/2010

**Re:** **237 SOUTH LANG PROPERTY CLEAN - UP**

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Attached is a cost summary for cleaning an abandoned lot located at 237 South Lang Ave. as directed by the Mayor and Board of Aldermen. In addition, the Work Order outlining equipment, employees, times, and materials used in performing the task is attached.

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**JOB SITE:** 237 South Lang Ave, Long Beach, MS

**SERVICED PERFORMED:** Cleaning and removing debris from lot

**DATE OF SERVICE:** November 9, 2010

**EQUIPMENT COST:**

Excavator Cat 312 Track hoe – 16 hrs @ \$44.00/hr	\$704.00
Dump Truck (unit 138) – 8 hrs @ \$43.00/hr	344.00
Dump Truck (unit 149) – 8 hrs @ \$43.00/hr	344.00
Dump Truck (unit 111) – 2 hrs @ \$75.00/hr	<u>150.00</u>

TOTAL \$ 1,542.00

**TOTAL LABOR COST:** \$ 772.86

**TOTAL JOB COST:** \$ 2,314.86

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Jimmy Johnson – 16 hrs @ \$18.03/hr  
Earl Saucier – 8 hrs @ \$11.48/hr  
Avery Taylor – 8 hrs @ \$14.08/hr  
Russell Keister – 2 hrs @ \$12.00/hr

# Minutes of November 16, 2010 Mayor and Board of Aldermen



WORK ORDER # 2034

Ward \_\_\_\_\_  
 Date Received \_\_\_\_\_  
 Project Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Location Lang Ave S.  
 Explanation of Problem Clean lot

**Daily Planner**  
 Date: \_\_\_\_\_  
 Assigned: \_\_\_\_\_  
 From: \_\_\_\_\_  
 Priority Level: \_\_\_\_\_

**Projected Equipment**  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_

**Estimated Materials**  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_

**Utilities Located**  
 Date: \_\_\_\_\_  
 Locate # \_\_\_\_\_

**Actual Equipment**  
 16 hrs 1. #103 312 Track hoe  
 8 hrs 2. #138 Dump Truck  
 8 hrs 3. #149 Dump Truck  
 2 hrs 4. #111 Trailer Truck

**Actual Materials**  
 1. Haul off 81 yds.  
 2. Trash  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_

**Crew Responsible**  
Dimmy - 16  
Buddy - 8  
Avery - 8  
Russell - 2

**Comments About Work**  
Clean lot

- Need Asphalt
- Need Concrete

Clint  
 Assignee Signature

11-5-10  
 Completion Date

\*\*\*\*\*

The Economic Development Director position was taken under advisement until the next regular meeting, December 7, 2010.

\*\*\*\*\*

The Sidewalk Ordinance was taken under advisement until the next regular meeting, December 7, 2010.

\*\*\*\*\*

Alderman Couvillon arrived at the public meeting.

\*\*\*\*\*

**Minutes of November 16, 2010  
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There came on for consideration city-wide drainage projects and after considerable discussion, Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to schedule a work session, Wednesday December 1, 2010 at 5:00 p.m., Long Beach School District Central Office, 19148 Commission Road, to discussion drainage projects and tax abatement districts.

\*\*\*\*\*

Discussion was held regarding the rusted medallions in the downtown area and the Mayor reported that they project managers and contractor are attempting to resolve the problem; discussion was held regarding the warped, non-functioning shutters on the new city hall and the Board of Aldermen directed the Mayor to contact the project managers and contractor that the shutters are unacceptable.

\*\*\*\*\*

Alderman Anderson made motion seconded by Alderman Ponthieux and unanimously carried to reappoint Mr. Dick Kinser to the Long Beach Civil Service Commission, December, 2010 – December, 2016.

\*\*\*\*\*

The Mayor recognized the City Attorney for his report and action was taken as follows:

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

### ORDINANCE NO. 580

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING SECTION 1 OF ORDINANCE NO. 244 OF SAID CITY ENTITLED, "AN ORDINANCE FIXING THE DATE, TIME, PLACE AND MANNER FOR THE HOLDING OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS AMENDED, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE", TO CHANGE THE HOUR OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AND FOR RELATED PURPOSES.

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

1. That Ordinance No. 244, as amended by Ordinance No. 567 and other ordinances provide that heretofore, due to the destruction of City Hall in Hurricane Katrina, all regular meetings of the Mayor and Board of Aldermen shall be held at the Long Beach School District Administration Building located on Commission Road in Long Beach, and that same commence at 5:00 p.m.; and

2. That the new City Hall has now been completed at 201 Jeff Davis Avenue in Long Beach, and the Governing Authorities are desirous of returning the regular meetings of the Mayor and Board of Aldermen to the newly completed City Hall, said regular meetings continuing to commence at 5:00 p.m.; and

3. That it is necessary that the Mayor and Board of Aldermen establish by Ordinance a time for all regular meetings of the Mayor and Board of Aldermen of the City which all aldermen are able to attend; and it is in the best interest of the City that aforesaid Ordinance No. 244, as amended, be again amended to provide that all regular meetings of the Mayor and Board of Aldermen commence at 5:00 p.m. at the newly completed City Hall located at 201 Jeff Davis Avenue. Now therefore,

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

**SECTION 1.** That Section 1 of Ordinance No. 244 of the City of Long Beach,

# Minutes of November 16, 2010

## Mayor and Board of Aldermen

Mississippi, entitled "An Ordinance Fixing the Date, Time, Place and Manner for the Holding of Regular Meetings of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, and Repealing All Former Ordinances in Conflict with the Provisions of this Ordinance," as amended by Ordinance No. 263, should be and is hereby amended to read as follows:

**"SECTION 1. Time and Place of Regular Meetings.**

That regular meetings of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, shall be, and the same hereby are, fixed to be held on the first Tuesday of each month at 5:00 p.m., at the Long Beach City Hall at 201 Jeff Davis Avenue, Long Beach, Mississippi, and that a second regular meeting shall be held by said Mayor and Board of Aldermen on the third Tuesday of each month at 5:00 p.m., at the said Long Beach City Hall; provided, further, that said Mayor and Board of Aldermen may recess either meeting from time to time to convene on a day fixed by order of said Mayor and Board of Aldermen entered upon its minutes and may transact any business coming before it for consideration, all as provided by MCA §21-3-19."

**SECTION 2.** Ordinance No. 244, as amended, is hereby amended as set forth above only, to otherwise remain in full force and effect.

**SECTION 3. Severability**

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance."

**SECTION 4. Effective Date**

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

The above and foregoing Ordinance No. 580 was introduced in writing by Alderman Carrubba who moved its adoption. Alderman Lishen seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested

# Minutes of November 16, 2010 Mayor and Board of Aldermen

the Ordinance to be read by the City Clerk, and the question being put to a roll call vote,

the result was as follows:

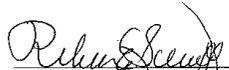
Alderman Bernie Parker	Voted	Absent, Not Voting
Alderman Gary J. Ponthieux	Voted	Aye
Alderman Kaye H. Couvillon	Voted	Aye
Alderman Ronnie Hammons, Jr.	Voted	Aye
Alderman Mark E. Lishen	Voted	Aye
Alderman Carolyn J. Anderson	Voted	Aye
Alderman Leonard G. Carrubba, Sr.	Voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance 580 adopted and approved this the 16th day of November, 2010.

APPROVED:

  
WILLIAM SKELLIE, JR., MAYOR

ATTEST:

  
REBECCA E. SCHRUFF, CITY CLERK

\*

\*

The City Attorney reported on several other matters, none of which required any official action at this time.

\*\*\*\*\*

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

**Minutes of November 16, 2010  
Mayor and Board of Aldermen**

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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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Rebecca E. Schruoff, City Clerk