

Minutes of October 18, 2011
Mayor and Board of Aldermen

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 City Hall, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in October, 2011, 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, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

Alderman Carolyn J. Anderson was out of town and absent the meeting.

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

The meeting was called to order and there was no action required or taken regarding bids.

The Mayor recognized Mr. Michael Slaughter, Slaughter and Associates, PLLC, Urban Planning Consultants, for a power point presentation of the Fringe Area Study; Mr. Slaughter answered questions and provided documents and maps.

The Mayor recognized Ms. Jenna Weatherford, Harrison County Beautification Director, to discuss the Main Street Program; no official action was required or taken at this time.

There were no amendments or public comments to the Municipal Docket at this time.

Alderman Carrubba made motion seconded by Alderman Couvillon and unanimously carried to approve the Mayor and Board of Aldermen public hearing/regular meeting minutes dated October 4, 2011; and the work session minutes dated October 11, 2011, as submitted.

There came on for consideration minutes of the Planning Commission and discussion was held for clarification on the September 22, 2011, minutes as it pertains to

the request submitted by Christopher Notter, on behalf of Hugh Stiel, to operate a used car lot and reside at 129 West 4th Street. The Planning Commission, upon discussion with Building Official Earl Levens and Planning Consultant Bill Hessell, made determination that five parcels, without being combined into one, could be used as part of a business and that a recorded warranty deed for each parcel, showing all parcels under the same ownership, would need to be submitted with the application for Privilege License; the determination was taken under advisement by the Mayor and Board of Aldermen at a regular meeting duly held and convened on October 4, 2011, for clarification by Building Official Earl Levens and Planning Consultant Bill Hessell.

The Clerk reported that the request for clarification was forwarded to Building Official Earl Levens and Planning Consultant Bill Hessell; however, nothing was submitted to her office.

Considerable discussion followed regarding the Zoning Ordinance of the City of Long Beach, Mississippi, specifically Section 908.

After considerable discussion Alderman Ponthieux made motion to remand the matter back to the Planning Commission for further review and clarification. Alderman Lishen seconded the motion for discussion.

After considerable discussion, Alderman Lishen offered substitute motion seconded by Alderman Ponthieux and unanimously carried to overrule the determination made by the Planning Commission and, based upon the Zoning Ordinance of the City of Long Beach, Mississippi, specifically Section 908, to require that the parcels being utilized for the used car lot business must be contiguous with the parcel where the structure is situated and all parcels being utilized for the operation of the used car lot business must be under one ownership and combined into one parcel; utilization of the structure as a residential/commercial mixed used would have to meet all city codes and regulations and would fall under the jurisdiction of the Building Official for permitting.

* * *

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to approve the October 13, 2011, Planning Commission minutes, as submitted.

It was noted for the record that the Port Commission minutes as listed on the Municipal Docket should be corrected to read Planning Commission minutes.

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Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices as listed in Docket of Claims number 101811.

Based upon the recommendation of the Mayor, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to appoint Ms. Shelda Jones as the City of Long Beach Main Street Coordinator.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried approving the Long Beach Historical Society use of the city owned structure next to Central Fire Station, 645 Klondyke Road; authorizing renovations to the structure by the Historical Society; and noting for the record that the Historical Society will pay utilities and the City will pay insurance.

There was no formal action required or taken regarding CDBG Requests for Cash or Payment of Invoices.

The event policy was taken under advisement for further review at the next regular meeting, November 1, 2011.

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

- New Hire via lateral transfer, Police Officer 1st Class, Eddie Hilliard, PS-9-Basic, effective November 1, 2011.
- Step Increase, Dispatcher Nathan Clay, PS-3-I, effective November 1, 2011.
- Step Increase, Dispatcher Rachael Corrin, PS-3-II, effective November 1, 2011.
- Step Increase, Police Officer Scott Grady, PS-9-Basic, effective November 1, 2011.
- Step Increase, Dispatcher Jolee Knight, PS-3-I, effective November 1, 2011.
- Step Increase, Police Officer Damien McWright, PS-9-I, effective November 1, 2011.

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Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to approve payment of 160 hours comp time to Recreation Director Bob Paul in the amount of \$3,107.60.

The "Art Under the Oaks" event at Harbor View Café was noted for the record; no official action was required or taken at this time.

Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried authorizing the City Attorney to prepare amendments to Cemetery Ordinance Number 578 to allow for multiple burials in a single cemetery plot for cremations only and to draft regulations regarding markers for multiple burials.

There came on for consideration a letter from the Employee Insurance Committee, 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

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

October 10, 2011

RE: Employee Insurance Benefit Package FY 11/12

Dear Mayor and Board of Aldermen,

After obtaining several quotes, careful consideration, and upon discussion with Ms. Sherry Baker, our insurance Agent of Record, the insurance committee respectfully recommends the City of Long Beach continue our employee medical benefit insurance with Blue Cross Blue Shield of MS, dental with Delta Dental, life insurance with Lincoln National, and vision with Assurant.

We further recommend our continued voluntary participation with American Heritage Insurance Company and Life of Alabama, continuing to designate Charles Lowe as the Agent of Record for the Section 125 Cafeteria Plan.

The aforesaid recommendations are well within our departmental budgets for the Fiscal Year 2011/2012.

Thanking you in advance for your consideration in this matter.

Sincerely,

Chief George Bass
Insurance Committee Chairman

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

Upon discussion, Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to approve the employee insurance benefit package as set forth above.

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried acknowledging receipt of the revenue/expense report, September, 2011.

Based upon the recommendation of City Clerk Rebecca E. Schruff and certification by the Civil Service Commission, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve a Senior Citizen Department personnel matter, as follows:

- Step Increase, Senior Citizen Coordinator Brenda Trehern, CSA-4-XIII, effective November 1, 2011.

There came on for discussion derelict properties and Kelly C. Walker, property owner 201 Lawler Avenue, Long Beach, Mississippi, came forward to request clarification regarding her property. Said property was adjudicated at a public hearing duly held and convened on October 4, 2011. Ms. Kelly stated that she did not receive notice regarding problems with her property nor did she receive the notice of public hearing; in addition, she received a notice regarding property located on Gardendale Avenue. She stated that she is aware of the problems with her property and will take the appropriate measures to clean the property in compliance with city ordinances and codes.

Upon further discussion, the Clerk reported that several notices were sent to Ms. Walker at her address of record with the Harrison County Tax Collector's Office, returned undeliverable by the USPS, and additional notice was sent to an address obtained from the City Attorney. The ten (10) days allotted for cleaning expired and Utility Partners was notified to proceed with cleaning the property.

After considerable discussion, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to delay cleaning the property and allot Ms. Walker an additional ten (10) days to bring her property into compliance or the city will proceed with cleaning the property and assess the costs to her taxes.

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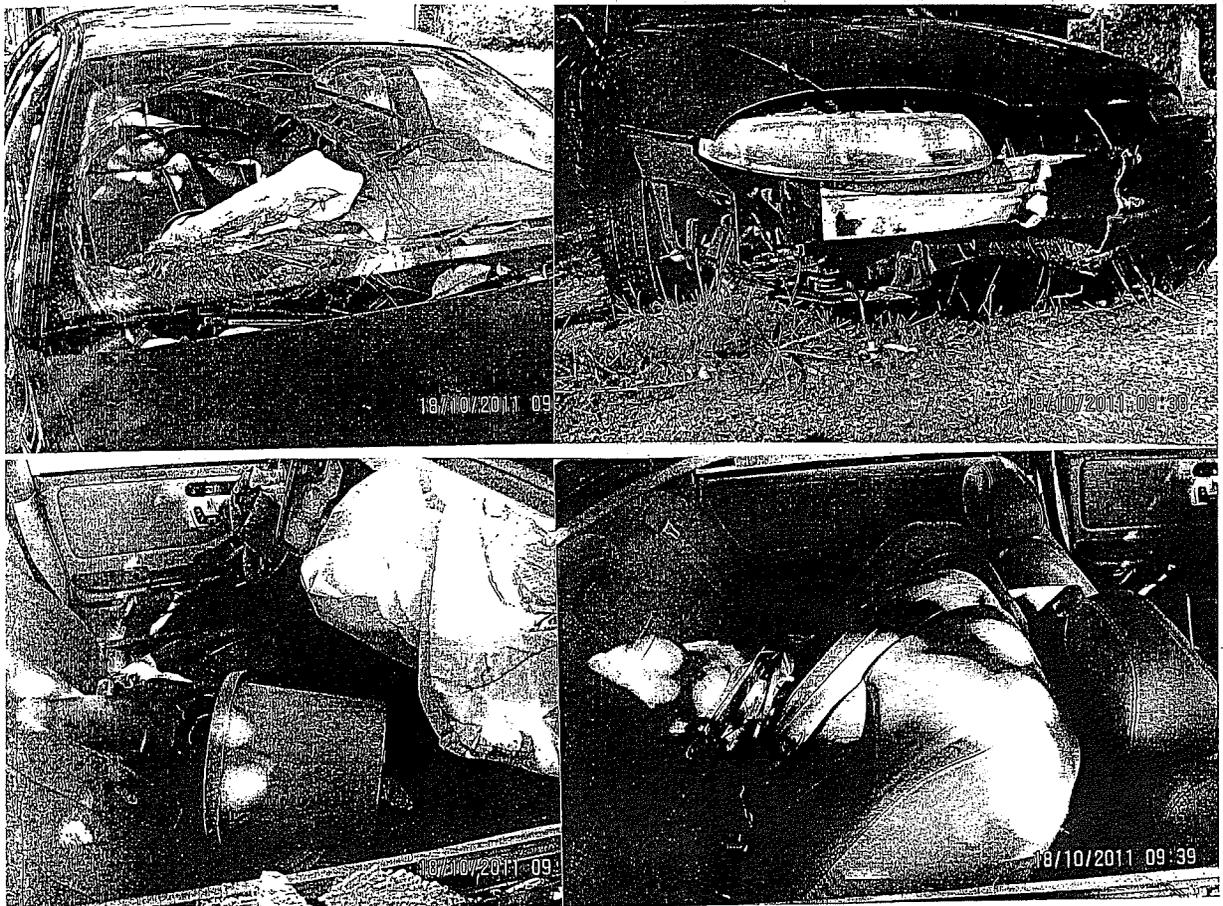
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There came on for consideration an inoperative and unlicensed motor vehicle abandoned and stored on property at 6 Linda Lane.

The Clerk reported that 6 Linda Lane was adjudicated at a public hearing duly held and convened on July 5, 2011, citing the vehicle as being in violation, and cleaned by the City on August 23, 2011; however, the vehicle was not removed at the time of cleaning.

The Clerk submitted photographs depicting the vehicle, as follows:

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Upon discussion, it was noted for the record that the vehicle is not secured behind a fence or in a secured structure and is a menace to the public health and safety of the community.

After considerable discussion, Alderman Parker made motion seconded by Alderman Couvillon and unanimously carried directing the Zoning Enforcement Officer to have the vehicle towed off the property.

There came on for consideration again the proposals for maintenance of the City Hall elevator submitted by the manufacturer, Schindler Elevator Corporation, taken under advisement from October 4, 2011.

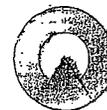
The Clerk reported that under the terms for maintenance, the Schindler Plus Program provides preventative maintenance once every 3 to 4 months with an annual fee of \$1,968.00 and 2 times a year under the Inspection Program with an annual fee of \$1,008.00.

Upon discussion, Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to accept the Schindler Plus Program, as follows:

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Schindler Plus



Schindler

SCHINDLER ELEVATOR CORPORATION
656 Time Saver Avenue
Harahan, LA 70123-3144
Phone: 504-613-2311
Fax: 504-734-0877

Date: September 16, 2011

Estimate Number: MGRL-8E6RJS (2011.4)

To:
Long Beach City Hall
2nd Street
Long Beach, MS 39560

Building Name:
Long Beach City Hall
2nd Street
Long Beach, MS 39560

Attn: Becky Schruff

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
1	Schindler	Hydraulic Passenger	330A Holeless Elevator	2F/0R	2500	150	E9930	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 656 Time Saver Avenue, Harahan, LA 70123-3144, and LONG BEACH CITY HALL, 2Nd Street, Long Beach, MS 39560 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

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HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor components; coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking of balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING/PAINTING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

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You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on November 15, 2011, and continues until November 14, 2017, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$164.00 per month, payable in annual installments of \$1,968.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

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PAYMENT OPTIONS

(1) Please select a Method of Payment:

- Direct Debit 1% Discount (Attach Copy of voided check)
- Credit Card 3% Addition
- Visa MC AMEX
- Number: _____
- Expiration Date: _____
- Signature: _____
- Check
- Other: _____

(2) Please select a Payment Frequency (Other than Annual):

- Semi-Annual 1% Addition
- Quarterly 3% Addition
- Monthly 5% Addition

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The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:



By: Mark Gresell

For: Schindler Elevator Corporation

Title: Sales Representative

Date: September 16, 2011

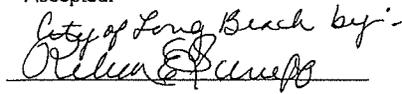
Approved:

By: Rich H Ludwig

Title: District Manager

Date: _____

Accepted:

City of Long Beach by:


By: Rebecca E SCHRUOFF

For: Long Beach City Hall

Title: CITY CLERK

Date: 10/18/11

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TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required due to obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.
8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

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9. Any proprietary material, information, data or devices contained in the equipment or work provided by any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

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City Clerk

From: Mark.Gresell@us.schindler.com
Sent: Tuesday, October 11, 2011 3:56 PM
To: City Clerk
Subject: RE: Schindler Elevator proposals for the elevator at city hall
Attachments: pic02363.gif

Becky, Under the Schindler Plus program, we will provide preventative maintenance once every 3 to 4 months. This is based on manufacturer specifications.

Under the Inspection program, we will examine, lubricate and adjust the equipment 2 times a year.

Hopefully this helps. If you have any other questions please let me know.

Thanks.
Mark Gresell

Mark Gresell | Sales Representative
Phone 504.613.2311 | Mobile 504.428.1859 | Fax 504.734.0877 mark.gresell@us.schindler.com

Schindler Elevator Corporation | Sales
656 Time Saver Ave |Harahan, LA 70123, USA www.us.schindler.com

(Embedded image moved to file: pic02363.gif)Please consider your environment.

Schindler supports sustainable urban development with safe, reliable and ecologically sound mobility solutions.

"City Clerk"
<cityclerk@cityof
longbeachms.com>
10/11/2011 11:42
AM
To
<Mark.Gresell@us.schindler.com>
cc
Subject
RE: Schindler Elevator proposals
for the elevator at city hall

The Mayor and Board of Aldermen need clarification on prevention maintenance cycles. If you can provide the information before noon, Friday, October 14th I will place the matter on the agenda again for the 18th. Thanks, Becky

Appointments to Planning Commission, Wards 2 and 3, and the Harrison County Development Commission Economic Development Director were taken under advisement until the next regular meeting, November 1, 2011.

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There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 18th day of October, 2011, the following Ordinance, which was reduced in writing and presented in advance of the meeting for reading and examination:

ORDINANCE NO. 585

ORDINANCE AMENDING ORDINANCE NUMBER 582 ESTABLISHING DISTRICTS TO ENABLE UTILIZATION OF TAX EXEMPT PROVISIONS OF SECTION 17-21-5(1), MCA; ESTABLISHING CRITERIA FOR UNIFORM PROCESSING OF QUALIFIED APPLICATIONS FOR SUCH TAX EXEMPTIONS EXCLUDING SCHOOL DISTRICT TAXES; AND URGING THE HARRISON COUNTY BOARD OF SUPERVISORS TO PROVIDE SIMILAR EXEMPTIONS TO QUALIFIED APPLICANTS;

WHEREAS, the Legislature of the State of Mississippi has provided a mechanism to encourage the economic revitalization of certain areas of municipalities through the granting of ad valorem tax exemptions for the promotion of business and commerce; and,

WHEREAS, there exists certain areas within the City of Long Beach which historically were the commerce area and which are in need of redevelopment following damage of destruction of most structures therein due to Hurricane Katrina, and which areas are facing economic hurdles to such redevelopment stemming from the economic after effects of that storm; and,

WHEREAS, the current national economic climate has further impeded the economic growth and recovery of the City of Long Beach and resulting in additional areas that are in need of this incentive program; and,

WHEREAS, it has been heretofore determined and established that all of the City could benefit from the implementation of this incentive program through ad valorem tax exemptions for the buildings with commercial uses within the designated geographic areas, which would in turn provide another wave of redevelopment and recovery in the city and assist the City in recovering from the national recession; and,

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WHEREAS, the Governing Authorities have heretofore determined that it would be in the best interest of the City of Long Beach as a whole to encourage the economic revitalization of certain geographic areas and have adopted by Ordinance number 582, containing The City of Long Beach Economic Recovery and Redevelopment Plan ("the Plan"); and,

WHEREAS, in order to fairly and equitably implement the Plan and the contemplated tax abatement policies for buildings with commercial uses the City has determined that it should revise the previously established criteria adopted in the Plan to utilize in evaluation applications for exemption to determine whether they should be granted or denied, and to determine the appropriate duration for any exemption granted;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Long Beach, Mississippi, that Ordinance number 582, and The City of Long Beach's Economic Recovery and Redevelopment Plan as contained therein, is hereby amended as follows:

SECTION ONE: Article III of Ordinance Number 582 is hereby amended to read as follows:

ARTICLE III

Qualifications for Exemption

3.1 As required by statute, only new structures with over a minimum of \$500,000 in qualifying improvements found to be aiding and implementing the promotion of business or commerce in the designated district may qualify for an exemption under this ordinance.

3.2 No structures used for primarily or exclusively residential purposes shall qualify for an exemption under the terms of this ordinance. Structures which are

within the boundaries of the district described by this ordinance and which are also within a zoning district which permits mixed use (meaning a commercial use and a residential use within a single structure), may qualify for an exemption under this ordinance, provided at least 50% of such investment otherwise qualifies hereunder as retail/office space and consists of square footage devoted to strictly retail/office commercial use. The square footage calculation shall be based upon the methods, criteria and definitions for building area as contained in the 2006 International Building Code as adopted by the City of Long Beach. To qualify, all construction and usage be in conformity with the Economic Recovery and Redevelopment Plan.

3.3 No exemption shall be granted except upon written application to the City Clerk, and upon the adoption of a resolution by the Board of Aldermen finding that the construction, renovation, or improvement of the subject property is for the promotion of business and commerce and/or historic preservation in the Economic Recovery and Redevelopment Districts. The Board of Aldermen shall have sole discretion to approve each and every qualifying and conforming application for tax exemption.

SECTION TWO: The Harrison County Board of Supervisors is hereby requested to similarly amend its previously enacted tax exemption policies to reflect the changes those adopted by this ordinance.

SECTION THREE: All ordinances or parts thereof presently existing which are inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION FOUR: The sections of this Ordinance and the provisions hereunder are deemed separate and independent of each other, and if any section, sub-section, clause, phrase or portion of this Ordinance, or the application thereof, be held invalid or

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unconstitutional by any Court of competent jurisdiction, such holding shall not affect the remaining portions of this Ordinance.

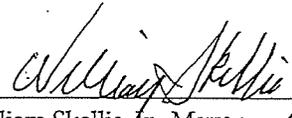
SECTION FIVE: This Ordinance shall be in full force and effect within one month after its passage and shall be enrolled and published in the manner required by law.

The above and foregoing Ordinance having been introduced in writing, was first read and considered section by section and then as a whole. Alderman Lishen made motion seconded by Alderman Carrubba to adopt the above and foregoing ordinance and the question being put to a roll call vote by the Mayor, the result was a follows:

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the Motion carried and said Ordinance Number 585 adopted and approved this the 18th day of October, 2011.

CITY OF LONG BEACH, MISSISSIPPI

BY: 
William Skellie, Jr., Mayor

ATTEST:


REBECCA E. SCHRUFF, CITY CLERK

(SEAL)

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There came on for consideration damages to city streets caused by Entex (Centerpoint Energy) and other utility companies. Discussion was held to consider a permitting process in the event utility companies need to make non-emergency routine inspections and/or repairs.

After considerable discussion, the matter was taken under advisement for further review and deliberation at the next regular meeting November 1, 2011.

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

Discussion was held to preliminarily determine whether or not to meet in executive session and after discussion, Alderman Carrubba made motion seconded by Alderman Couvillon to meet in executive session for the transaction of public business, to-wit: to discuss with and seek the legal advice of the City Attorney regarding ongoing litigation in the matter of Arbor Station versus the City of Long Beach, Mississippi, and another potential litigation matter.

The motion carried upon the affirmative voice vote of all the Aldermen present and voting, whereupon, the Mayor and Board of Aldermen met in executive session.

* *

The meeting resumed in open session, and based upon discussion held and information obtained in executive session, action was taken as follows:

* *

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to accept the Settlement Agreement in the matter of Arbor Station IV, L.L.C. and Arbor Station V, L.L.C. versus the City of Long Beach, Mississippi, authorizing the Mayor to execute same.

* *

Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to suspend the rules and amend the Municipal Docket to consider the adoption of an ordinance to add and define a classification of high density, multiple dwelling unit developments under the city's water and sewer user charge system and other related purposes.

* *

There came on for consideration the following ordinance, which was reduced in writing and presented for reading and examination:

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ORDINANCE NO. 586

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, ADDING A CLASSIFICATION AND DEFINITION OF HIGH DENSITY MULTIPLE DWELLING UNIT DEVELOPMENTS UNDER THE CITY'S WATER AND SEWER USER CHARGE SYSTEM AND ESTABLISHING A POLICY REGARDING HOW TO MEASURE WATER CONSUMPTION FOR SUCH HIGH DENSITY MULTIPLE DWELLING UNIT CUSTOMERS, AND OTHER RELATED PURPOSES.

WHEREAS, the Mayor and Board of Alderman of the City of Long Beach (the "Governing Authorities") took up for consideration the matter of adding a classification and definition of high density multiple dwelling unit developments under the city's water and sewer system and establishing a policy regarding how to measure and charge water consumption for such high density multiple dwelling unit customers; and

WHEREAS, after due investigation and consideration, it has been determined that in the case of high density multiple dwelling unit developments economies are experienced in the volume of water consumed at such locations over time, and based on such average measured use at such developments over time and the significant economies in quantities of water used at such developments, that it is reasonable to add an additional classification to the City's water rate system to acknowledge and reflect the volume quantity savings at such high density multiple dwelling unit developments and fairly charge such high density multiple dwelling unit development customers for the water and sewer services actually used; and

WHEREAS, it has been determined, based upon such due investigation and consideration that a minimum charge based on an assumed use of 4000 gallons per unit, per month for high density multiple dwelling units, being defined as those multiple dwelling units which exceed in the aggregate 300 units billed to a single meter or meters to the same property and location is reasonable and is directly related to recognizable water usage for such facilities; and

WHEREAS, a minimum charge based on an assumed use of 4000 gallons per unit, per month for high density multiple dwelling units, being defined as those multiple dwelling units which exceed in the aggregate 300 units billed to a single meter or meters to the same property and location, has been reviewed and approved by the

Engineer for the City; and

WHEREAS a minimum charge based on an assumed use of 4000 gallons per unit, per month for high density multiple dwelling units, being defined as those multiple dwelling units which exceed in the aggregate 300 units billed to a single meter or meters to the same property and location will promote the conservation of water and sewer and is the best interest of the City and its citizens; and

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach do now find that it is in the best interest of the City and its citizens to amend Subparagraph (f) of Section 26 of Ordinance 230, as previously amended to change the existing policy regarding how domestic water consumption is measured within high density multiple dwelling unit developments.

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

SECTION 1: Subparagraph (1) of Subsection(f) of Section 26 of said Ordinance No. 230 of the City of Long Beach, as previously amended by Ordinance 390, Ordinance 430 and Ordinance 479 of the City of Long Beach, is hereby further amended to read as follows:

"(f) Multiple Dwelling Units:

(1) Definition: "Multiple Dwelling Units" shall be defined as motels, hotels, apartments, mobile home parks, or other multiple housing developments where two or more housing units are under common ownership upon a single site whether rented to transients or on a permanent basis. Also included within this definition are condominium housing units which are sold to individual unit owners, but which are a part of a private condominium development where all driveways providing access to the units and utility mains serving the units are within common areas owned jointly by a condominium association or other management arrangement, and are not dedicated to the public or otherwise accepted by the City for maintenance.

"High Density Multiple Dwelling Units" shall be defined as those multiple dwelling units as defined herein above which include 300 or more individual housing units served through the same meter or

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meters billed on one or more accounts and at a single location

SECTION 2. Subparagraph (4) of Subsection(f) of Section 26 of said Ordinance No. 230 of the City of Long Beach, as previously amended by Ordinance 390, Ordinance 430 and Ordinance 479 of the City of Long Beach, is hereby further amended to read as follows:

(4) Water Rate and Minimum Charge:

(A) For all multiple dwelling unit accounts, the water charge shall be at the same user charge rate for water service as provided for in subsection (c), but with a minimum monthly charge based upon the minimum consumption for the respective meter sizes as provided for in subsection (e), or a minimum amount of 8,333 gallons per dwelling unit served through that meter, whichever is greater. The minimum charges shall be applicable whether the units are actually occupied or not.

(B) For all high density multiple dwelling unit accounts, the water charge shall be at the same user charge rate for water service as provided for in subsection (c), but with a minimum monthly charge based upon the minimum consumption for the respective meter sizes as provided for in subsection (e), or a minimum amount of 4,000 gallons per dwelling unit served through that meter, whichever is greater.

Section 3. Severability, Savings Clause. If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof to any person or circumstance, shall be held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application; and to that end, the provisions of this ordinance are hereby declared to be severable.

SECTION 4. Effective Date. This ordinance shall take effect and be in full force from and after thirty days after its adoption and publication as required by law.

The above and foregoing Ordinance No. 586 was introduced in writing by Alderman Parker who moved its adoption. Alderman Carrubba seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen

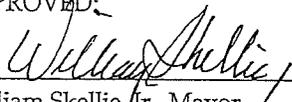
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having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

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

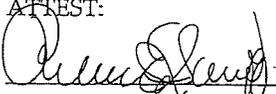
The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance Number 586 adopted and approved this, the 18th day of October, 2011.

APPROVED:



William Skellie, Jr., Mayor

ATTEST:

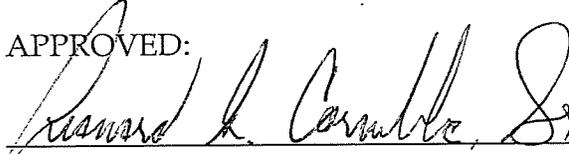


Rebecca E. Schruiff, City Clerk

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

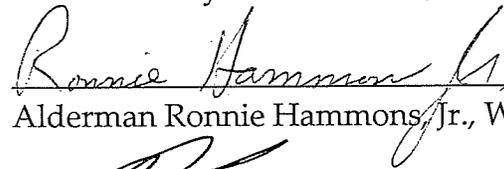
APPROVED:

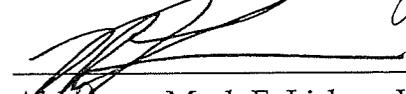

Alderman Leonard G. Carrubba, Sr., At-Large

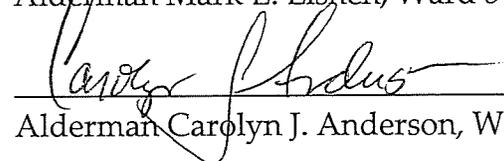

Alderman Gary J. Ponthieux, Ward 1


Alderman Bernie Parker, Ward 2


Alderman Kaye H. Couvillon, Ward 3

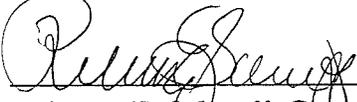

Alderman Ronnie Hammons, Jr., Ward 4


Alderman Mark E. Lishen, Ward 5


Alderman Carolyn J. Anderson, Ward 6

11/1/11
Date

ATTEST:


Rebecca E. Schruoff, City Clerk