

Minutes of May 8, 2013  
Mayor and Board of Aldermen

Be it remembered that a recess meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m. on Wednesday the 8<sup>th</sup> day of May, 2013, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen, recessing the meeting from April 16, 2013.

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

Alderman Kaye H. Couvillon was absent the meeting.

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

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The meeting was called to order and Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to adopt Minute Book #76 as the next consecutive official Minute Book of the Mayor and Board of Aldermen.

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Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to re-advertise for bids, "one (1) new stand-by generator and manual transfer switch for White Harbor well", said bids to be opened June 12, 2013.

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The Mayor and Board of Aldermen proclaimed May 5 - 11, 2013, "Goodwill Industries Week".

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The Mayor recognized Bill Mitchell, Brown, Mitchell and Alexander, Inc., for the Harbor Improvements Master Plan presentation.

Mr. Mitchell answered questions and provided additional information and, after considerable discussion, Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve said Master Plan.

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There were no amendments or public comments to the agenda.

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The Mayor and Board of Aldermen took up for consideration the matter of final approval for recording of the Plat of DYNMORE SUBDIVISION. After a discussion of the subject, Alderman Lishen offered and moved the adoption of the following Resolution:

**RESOLUTION PROVIDING FOR FINAL APPROVAL FOR RECORDING OF THE PLAT OF DYNMORE SUBDIVISION, AS A SUBDIVISION OF THE CITY OF LONG BEACH, MISSISSIPPI, ACCEPTING THE DEDICATION THEREOF, REQUIRING OF THE OWNER OF SAID SUBDIVISION ITS WARRANTY AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS IN AND ABOUT THE CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS AND APPURTENANCES THERETO AND ADJACENT TO SAID SUBDIVISION, PROVIDING FOR SECURITY OF SAID WARRANTY, PROVIDING THAT NO BUILDING PERMITS FOR THE CONSTRUCTION OF OTHER BUILDINGS OR IMPROVEMENTS ON ANY LOT IN SAID SUBDIVISION SHALL ISSUE UNTIL THE OWNERS SHALL HAVE COMPLIED WITH THE PROVISIONS OF THIS RESOLUTION, 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, do now find, determine, adjudicate and declare as follows:

1. Gulf Land Development, Inc., as owner of that certain land situated and being in the Northeast  $\frac{1}{4}$  of Section 9, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, more particularly described hereinafter in this Resolution, has subdivided the same as DYNMORE SUBDIVISION, the final Plat of which subdivision, and the curbs, drainage and utility easements, (and appurtenances thereto), as laid out, surveyed and platted by J. Colter Ratcliff, P.S., for said Owners, according to his certificate executed and delivered thereto dated the 2<sup>nd</sup> day of March, 2011, was dedicated by said Gulf Land Development, Inc., by the Certificate and Dedication therein executed and delivered and acknowledged under the date of **March 2, 2011**; and said Owner has requested of the Governing Body of the Municipality final approval of said Plat of DYNMORE SUBDIVISION, as a subdivision of said Municipality.

2. The aforesaid Plat of DYNMORE SUBDIVISION was examined and preliminarily approved by the Planning Commission of the Municipality as is reflected by the minutes of the March 28, 2013 meeting of that body.

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3. Garner Russell & Associates, Inc., Consulting Engineers for the Municipality, have inspected and examined the improvements, sewage collection system, water distribution system, drainage system, and fixtures, equipment and appliances appurtenant thereto, constructed and installed by the Owner in the aforesaid subdivision, and said engineers have reported that all of the same are substantially complete and have recommended upon the owner posting a warranty bond in the amount of \$48,000.00, approval of the plat of said subdivision for recording, subject to examination and approval of said Plat.

4. The City Attorney has reported to the Governing Body of the Municipality that the form of the aforesaid Plat of DYNMORE SUBDIVISION is in substantial compliance with the subdivision regulations of the Municipality.

5. After a discussion of all of the above, the Governing Body of the Municipality does further find, determine and adjudicate and declare that in the public interest, the aforesaid Plat of DYNMORE SUBDIVISION, and the Owner's certification and Dedication thereon should be accepted and approved for recording, and that the improvements, sewage collection system, drainage system, water distribution system, and all fixtures, equipment and appliances appurtenant thereto in said subdivision may be accepted for public maintenance upon said Owner furnishing the Municipality its warranty against defective workmanship and materials in and about the construction and installation of the same, and furnishing the Municipality security for such warranty to the extent of FORTY EIGHT THOUSAND AND No/100 DOLLARS (\$48,000.00); and providing further that no building permit for the construction or installation of any other improvements or buildings on any lot in said subdivision shall issue until the Owners' compliance with the provisions of this Resolution as hereinafter set forth.

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

**SECTION 1.** Approval of the Plat for Recording.

The Plat of DYNMORE SUBDIVISION, being a subdivision of that certain parcel of land situated in the Northwest ¼ of Section 9, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, described as follows, to-wit:

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**See Exhibit "A" attached hereto and incorporated herein.**

as laid out, surveyed and platted by J. Colter Ratcliff, P.S., Registered Land Surveyor, according to his certificate executed and delivered thereto dated the 2<sup>nd</sup> day of March, 2011 and containing Lots numbered consecutively 1 through 33 inclusive, and any drainage and utility easements and rights-of-way, or curbs, as indicated thereon, and the Owners' Certificate and Dedication of Gulf Land Development, Inc., date March 4, 2011, dedicating the same, be, and the same hereby is, accepted as a subdivision of the City of Long Beach, Mississippi, and said final Plat of DYNMORE SUBDIVISION is hereby finally approved for recording, subject to the provisions of this Resolution hereinafter contained.

**SECTION 2. Acceptance for Public Maintenance.**

Curbs, water distribution system, drainage system, and sewage collection system, and fixtures, equipment and appliances appurtenant thereto, constructed and installed in the aforesaid subdivision, are hereby accepted for public maintenance; all subject, however, to the following terms and conditions:

- A. Said Owner shall execute and deliver in writing its warranty in favor of the Municipality against defective workmanship and materials for a period of two (2) years from the date of this Resolution, in and about the construction and installation of the improvements in and appurtenant to said DYNMORE SUBDIVISION, including but not limited to the curbs, curb inlets, sidewalks, drainage system, sewage collection system, water distribution system, fire and water hydrants, and any all fixtures, equipment and/or appliances appurtenant to all of the same; such warranty to be executed and delivered to the City by said Owner, and containing the Owner's covenant to indemnify and save harmless the said Municipality from any and all losses, costs, expenses, damages and/or injuries and compensation of any kind and/or character whatsoever, resulting from, arising out of, or in any manner related to any breach of such warranty or warranties, or of any such defects in workmanship and/or materials in and about the fixtures, equipment and/or appliances thereto as aforesaid; all in such form and content as may be approved by the Municipality, acting by and through its Mayor and City Attorney; and

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- B. Said Owner shall execute and deliver in writing its warranty in favor of the Municipality to maintain the wall constructed adjacent to Pineville Road and appurtenant to said DYNMORE SUBDIVISION in a good state of repair and condition at its sole cost and expense for a period of twenty years from and after the date of approval by the City hereof.
- C. Said Owner shall further, at its own cost and expense, furnish the Municipality as security for the warranty and indemnity agreement set out in subsection A of this Section, a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the sum and amount of FORTY EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00) without restrictions.
- C. In the event of any breach of warranty or warranties set out in subsection A above, and in the written warranty or warranties and indemnity agreement delivered to the Municipality, and if the Owner shall not correct the same within a reasonable time, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials or contract to have the same done, and apply the above-mentioned security in payment of all of the same and all costs, expenses, injuries and/or damages whatsoever. In the event that such security be insufficient for such purposes, the said Owners shall make up the difference of funds required to make payment for correcting any defective workmanship and/or materials and paying the cost of all expenses, injuries and/or damages resulting from Owners' breach of warranty, if any, herein required.
- D. The owner of said subdivision, Gulf Land Development, Inc., and its successors in title or assigns shall well and truly comply with all of the terms and conditions of this Resolution and the written warranty herein specified, and if the aforesaid conditions shall have been complied with, the Municipality, upon the expiration of the aforesaid warranty period without any breach of warranty shall return such security, with interest, if any, to said Owner.

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- E. Said Owner shall execute and deliver unto the Municipality an appropriate conveyance, or conveyances, of the aforesaid improvements in DYNMORE SUBDIVISION, including but not limited to the aforesaid sewage collection system, water distribution system, fire and water hydrants, and any and all fixtures, equipment, appliances appurtenant thereto, free and clear of any and all liens and/or encumbrances.

**SECTION 3. Building Permits in Subdivision.**

The aforesaid Plat shall not be filed for record, and no building permit shall issue for the construction of any building or buildings or other improvements whatsoever on any lot or parcel of land in the aforesaid DYNMORE SUBDIVISION, unless and until the provisions of Section 2, above, shall have been complied with by said Owner and/or their successors in title and/or assigns.

**SECTION 4. Certificate of Approval of Plat.**

The Mayor and City Clerk of the Municipality are hereby authorized and directed, for and on behalf of the Municipality, to execute and deliver a certificate of approval for recording of the aforesaid Plat of DYNMORE SUBDIVISION, in substantially the form as set forth on the aforesaid Plat.

**SECTION 5. Captions.**

The captions to each section of this Resolution are intended solely for easy reference and reading, and shall not be construed to alter or change the meaning of any such section or portion thereof.

**SECTION 6. Effective Date.**

This Resolution shall take effect and be in force from and after its adoption and being spread upon the minutes of the Governing Body of the Municipality.

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

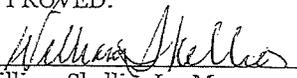
the mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
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

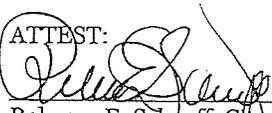
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The question having received the Affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 8<sup>th</sup> day of May, 2013.

APPROVED:

  
William Skellie, Jr., Mayor

ATTEST:

  
Rebecca E. Schuff, City Clerk

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

INDEMNITY AND OWNER'S WARRANTY OF  
COMPLETION AND CONVEYANCE OF  
IMPROVEMENTS IN, ON AND UNDER  
DYNMORE SUBDIVISION

For good and valuable consideration as hereinafter stated, the receipt of all of which is hereby acknowledged, and in accordance with the terms and provisions of that certain resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), on the 8<sup>th</sup> day of May, 2013, providing for final approval for recording of the Plat of DYNMORE SUBDIVISION as a subdivision of said Municipality, and accepting the dedication thereof and the improvements therein for public maintenance, and of the benefit accruing to the Owner, GULF LAND DEVELOPMENT, INC. does hereby covenant and stipulate and agree to and with the Municipality as follows:

1. The undersigned Owner does hereby warrant unto the Municipality that it has substantially completed the construction and installation of all of the improvements in, on and under the easements and property in DYNMORE SUBDIVISION, dedicated to the public use forever, all in accordance with the plans and the specifications therefore previously submitted to the Planning Commission of the Municipality, including, but not limited to, paving and improvement of the public streets in said subdivision, curbs and curb inlets, drainage system, water distribution system, sewage collection system, fire and water hydrants, together with all and singular, all pipes, pipelines, culverts, mains, fixtures, the equipment and appliances appurtenant to all of the same; all hereinafter collectively referred to as "Improvements".

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2. The undersigned Owner, GULF LAND DEVELOPMENT, INC., for the consideration herein above stated, does hereby convey all of the aforesaid improvements to said Municipality free and clear of any and all encumbrances whatsoever, to have and to hold all of the same unto said Municipality, its successors and assigns forever.

3. Said Owner does hereby covenant and warrant unto the said Municipality that said improvements, and the construction and installation thereof, are free and clear of any and all defective workmanship and materials, as set forth in the letter dated March 28, 2013 from David Ball, P.E. to The City of Long Beach, a true and correct copy of which letter is attached hereto as Exhibit "A" and incorporated herein, which said warranty shall continue in full force and effect for a period of two (2) years from and after the date of the hereof, during which warranty the said Owner shall maintain said Improvements in accordance with this warranty.

4. Said Owner does hereby further covenant and agree to, and does hereby, covenant and agree to indemnify and save harmless the Municipality from any and all losses, costs, expenses and/or injuries and damages of any kind and character whatsoever, resulting from, arising out of, or in any manner relating to any breach of the aforesaid warranty herein contained, or of any such defects in the workmanship and/or materials in and about the construction and installation of the aforesaid improvements during the period covered by the aforesaid warranty or warranties.

5. Said Owner does hereby further covenant and agree to, and does hereby, covenant and agree to maintain the wall constructed adjacent to Pineville Road and appurtenant to said DYNMORE SUBDIVISION in a good state of repair and condition at its sole cost and expense for a period of twenty years from and after the date hereof.

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6. As security for the warranty or warranties set forth in paragraphs 3 and 4 above, the Owner has furnished the Municipality a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the aggregate sum of FORTY EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00) without restrictions to be held, or if a check, deposited by the said Municipality in a special fund to be styled "City of Long Beach, DYNMORE SUBDIVISION Security Fund" pending the expiration or termination of the warranty period specified in paragraph 3, above. The warrantor and indemnitor herein, GULF LAND DEVELOPMENT, INC., does further consent and agree that such instrument/security funds shall be held/deposited as herein above set forth for the purposes herein provided.

7. The condition under which the Municipality shall hold the FORTY EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00) cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi above mentioned in paragraph 5, above, is that:

(A) In the event of any breach of warranty or warranties set out in paragraphs 3 and 4, above, and if the Owner shall not correct the same within a reasonable time after notice from the Municipality to Owner, if any, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials, or contract to have the same done, and apply the said security in payment of the same and all costs, expenses, losses, injuries and/or damages incurred thereby. In the event that such

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security may be insufficient for such purposes, the Owner shall pay the difference of funds required to make payment for correcting the defective workmanship and/or materials and for all costs, expenses, losses, injuries and/or damages resulting from Owner's breach of warranty, if any, herein required.

(B) If said Owner, and/or its successors in title or assigns shall well and truly comply with all of the terms and conditions of the aforesaid resolution and of the warranty or warranties and of the indemnity agreement herein specified; and if the aforesaid conditions shall have been complied with by the Owner, the Municipality, upon the expiration of the aforesaid warranty period, without any breach of warranty, shall return the letter of credit or funds representing such security to said Owner.

8. If said Owner, and/or its successors in title or assigns shall well and truly comply with all of the terms and conditions of the aforesaid resolution, upon the expiration of the aforesaid completion period, without any breach of warranty, shall return the letter of credit or funds representing such security to said Owner. If the Municipality is required to perform any such repair, correction and/or remedy of any of conditions, deficiencies, or work, then the cost of such repair, correction and/or remedy shall be deducted from such security and retained by the City.

9. In the event that the Municipality be reasonably required to litigate its claim for reimbursement of costs, losses, expenses, damages, injuries and/or compensation, resulting from any breach of warranty or indemnity hereunder, said Owner further covenants and agrees to pay the Municipality's reasonable costs and attorneys fees incurred thereby.

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THIS the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

GULF LAND DEVELOPMENT, INC.

By: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged he is the \_\_\_\_\_ of GULF LAND DEVELOPMENT, INC. the owner of that parcel of land known as DYNMORE SUBDIVISION and that he executed the above and foregoing instrument with full authority on behalf of the said GULF LAND DEVELOPMENT, INC. .

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

# Minutes of May 8, 2013 Mayor and Board of Aldermen



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

520 33<sup>RD</sup> STREET  
GULFPORT, MS 39507

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

March 28, 2013

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

RE: Dynsmore Subdivision

Ladies and Gentlemen:

We understand that the developer of the referenced subdivision is seeking final approval of the Record Plat for this subdivision, consisting of 33 lots. We have reviewed the form of the plat and find it acceptable, subject to final review by the City Attorney.

We believe that all items noted on the punchlist during final inspection have been completed and the construction of the subdivision appears to be satisfactory. We have received a statement from the developer regarding the actual cost of the improvements constructed for this subdivision, which we accept. Based upon this value, the correct amount for the two-year Warranty Bond for this development would be  $10\% \times \sim \$480,000 = \$48,000$ .

In summary, we recommend acceptance of the final plat for Penny Lane subdivision, pending the necessary revisions to the final plat and the developer's provision of an acceptable warranty bond in the amount of \$48,000. Although I have seen recent progress in completion of the large fence along Pineville Road, it stood uncompleted for quite some time. I am unsure of how this could be enforced, but the City may wish to require that the fence be satisfactorily completed soon.

Sincerely,

David Ball, P.E.

DB:539  
Enclosure

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Trustmark National Bank  
Post Office Box 22749  
Jackson, MS 39225-2749  
601 208 5111  
800 844 2000  
601 208-6823 Fax



4/4/13

City of Long Beach

Re: Authorization for Dedication signature on behalf of Trustmark

To whom it may concern,

Please accept this as Trustmark's approval to have Charles J. Bridley's name listed as the authorized lender signing the final plat of the Dynsmore subdivision, along with Don Halle of Gulf Land Development, Inc.

Regards,

Andy Reeves, FVP

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Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated April 25, 2013, as submitted.

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Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Long Beach Port Commission dated April 18, 2013, as submitted.

\* \* \*

Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve the recess meeting minutes of the Long Beach Port Commission dated May 1, 2013, 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 050713.

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There was no additional report from the Mayor's Office.

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There were no CDBG Requests for Cash or Payment of Invoices.

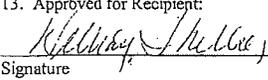
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Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve CDBG Budget Modification #16, City Hall Project, as follows:





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MISSISSIPPI DEVELOPMENT AUTHORITY MODIFICATION SIGNATURE SHEET  DISASTER RECOVERY DIVISION POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849																	
1. Recipient's Name, Address, and Telephone No.  City of Long Beach Post Office Box 929 Long Beach, MS 39560-0929  228-863-1556	2. Effective Date:																
	3. Contract Number: R-109-235-04-KCR	Grant Number: R-109-235-04-KCR															
	4. Modification Number: 13																
	5. Grant Identifier: (Funding Source & Year) CFDA Number: 14.219 & 14.228																
	6. Beginning and Ending Date January 2, 2008 – July 31, 2013																
	7. Page 1 of <u>1</u>																
	8. As a result of this modification, funds obligated are changed as follows: <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;"><u>KCDBG</u></th> <th style="text-align: center;"><u>OTHER FEDERAL</u></th> <th style="text-align: center;"><u>OTHER (LOCAL-PRIVATE)</u></th> </tr> </thead> <tbody> <tr> <td>FROM: No change</td> <td>FROM: No change</td> <td>FROM: No change</td> </tr> <tr> <td>TO:</td> <td>TO:</td> <td>TO:</td> </tr> <tr> <td>INCREASE:</td> <td>INCREASE:</td> <td>INCREASE:</td> </tr> <tr> <td>DECREASE:</td> <td>DECREASE:</td> <td>DECREASE:</td> </tr> </tbody> </table>			<u>KCDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	FROM: No change	FROM: No change	FROM: No change	TO:	TO:	TO:	INCREASE:	INCREASE:	INCREASE:	DECREASE:	DECREASE:
<u>KCDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>															
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TO:	TO:	TO:															
INCREASE:	INCREASE:	INCREASE:															
DECREASE:	DECREASE:	DECREASE:															
9. The above recipient is hereby modified as follows: The purpose of this modification is to extend the contract ending date to July 31, 2013.																	
10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.																	
12. Approved for Agency:  _____ Signature Date	13. Approved for Recipient:  5/8/13 Signature Date Name: William Skellie, Jr. Title: Mayor																

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There came on for consideration a letter with attachments from City Engineer David Ball, as follows:

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

520 33<sup>RD</sup> STREET  
GULFPORT, MS 39507

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

May 2, 2013

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

**RE: Long Beach – Sewer System Cleaning & Inspection**

Ladies and Gentlemen:

Upon the direction of the Board and with the coordination of Derrel Wilson, we have developed an RFQ package and have requested quotes from interested parties for the work. This project will examine the sewer mains in several of the oldest and deepest portions of our sewer system, in order to ensure that all items are functioning normally or to identify areas which are below standard. We sent the RFQ package to 6 local contractors and received the 2 attached quotes for the work. We've attached an informal tabulation of the RFQ prices, which indicates that the low price is Vacuum Services, Inc., of Gulfport. They have performed work for us previously, and we expect no problems in completing this minor work. We therefore recommend that the Board authorize the issuance of a Purchase Order to Vacuum Services, Inc., in the amount of their quote, \$22,500.

Sincerely,

David Ball, P.E.

DB:539

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LB SEWER SYSTEM CLEANING & INSPECT.  
 QUOTES REC'VD - 4/30/2013

ITEM NO.	ITEM DESCRIPTION	QUANTITY	VACUUM SERVICES, INC.		B&J VACUUM SERVICE, INC.	
			BID PRICE	EXTENSION	BID PRICE	EXTENSION
1	MOBILIZATION	1 LS	\$0.00	\$0.00	\$0.00	\$0.00
2	CLEAN & VIDEO SEWER MAIN (AREA 1)	5300 LF	\$2.00	\$10,600.00	\$3.90	\$20,670.00
3	CLEAN & VIDEO SEWER MAIN (AREA 2)	5200 LF	\$2.00	\$10,400.00	\$3.90	\$20,280.00
4	MAINT. OF TRAFFIC	1 LS	\$1,500.00	\$1,500.00	\$0.00	\$0.00
<b>TOTAL BID</b>				<b>\$22,500.00</b>		<b>\$40,950.00</b>

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Apr 30 13 11:14a

Vacuum Services Group

2288654725

p.3

PROPOSAL FOR

"Sewer Inspection (2013)"

MAYOR AND BOARD OF ALDERMEN  
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, receivable until 12:00 noon on April 30, 2013, we ~~SERVICES, INC.~~ <sup>VACUUM</sup> (Name of Company) residing at ~~2403 53RD ST. GULFPORT, MS~~ (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to clean and video approximately 10,500 lf of existing sanitary sewer. Contractor will furnish all equipment and labor as may be required to satisfactorily complete this proposed project described in attach plans and specifications.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above. Completed proposals may be returned via facsimile (228-863-5232), mail, or hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) All work under this contract must be fully completed within 14 calendar days from the date when Owner issues Contractor a mutually agreeable Notice to Proceed. If contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of two-hundred and fifty dollars (\$250) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (5) Failure of the contractor to commence work under the terms of this contract within 5 calendar days from the Notice to Proceed, shall be justification for the cancellation of the contract without penalty to either party.
- (6) Payment for the completed work will be made one time based on the quantities of work actually performed, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (8) The price bid shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.

CONSTRUCTION REQUIREMENTS:

- (1) The contractor will furnish all labor, tools, and equipment needed to Clean and Video approximately 10,500 LF of existing sanitary sewer. Video should show linear footage, location of and video of all service connections adjacent to the mains, completely show any leaking joints or cracks in the main (360 degrees).
- (2) Locate, protect, and preserve all existing utility mains in the work area. The Contractor shall call the Mississippi One Call system before performing any excavation to ensure all existing utilities are marked.
- (3) Contractor must provide and maintain suitable traffic control that is in compliance with MUTCD to keep traffic and pedestrians away from unsafe areas while the work is underway.
- (4) Contractor must coordinate with the Long Beach Public Works Dept to turn off pumps at lift stations if necessary.
- (5) Contractor must perform all work Per the attached technical specification.

M.B. 76

RECESS: 05.08.13

Minutes of May 8, 2013  
Mayor and Board of Aldermen

Apr 30 13 11:14a

Vacuum Services Group

2288654725

p.4

PRICE:

The successful Contractor agrees to perform all the work described herein, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Mobilization	1 LS (\$ <del>1.00</del> ) <small>(UNIT PRICE IN WORDS)</small>	\$ <del>1.00</del> <small>(EXTENSION IN FIGURES)</small>
2	Clean and Video Sewer Main (Area 1)	5300 LF (\$ 2.00)	\$ 10,600.00
3	Clean and Video Sewer Main (Area 2)	5200 LF (\$ 2.00)	\$ 10,400.00
4	Maintenance of Traffic	1 LS (\$ 1,500.00)	\$ 1,500.00

TOTAL PRICE (SUM OF EXTENSIONS OF ALL ITEMS OF WORK): Twenty Two Thousand Five Hundred  
 (\$ 22,500.00)  
(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

The Contractor shall fully understand that the unit prices are independent to the exact quantities involved. The quantities shown herein are approximate and the Owner uses them for comparison of prices only. The Owner will pay Contractor for the actual quantities of work performed and accepted by Engineer. The Owner may increase, decrease, or omit the scheduled quantities of work with no adjustment to the unit prices.

RESPECTFULLY SUBMITTED:

DATE: APRIL 30, 2013

FIRM NAME OF BIDDER: VACUUM SERVICES

SIGNED BY (Name & Title): [Signature] PRES.

ADDRESS OF FIRM: 2803 53rd Street

CITY AND STATE: Gulfport, MS TELEPHONE: 228-860-7345  
CELL  
228-865-4747  
OFFICE

Minutes of May 8, 2013  
Mayor and Board of Aldermen

Apr 30 13 11:14a

B &amp; J Vacuum Service,

2288971722

p.1

PROPOSAL FOR

"Sewer Inspection [2013]"

MAYOR AND BOARD OF ALDERMEN  
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, receivable until 12:00 noon, on April 30, 2013, we B + J Vacuum Service, Inc (Name of Company) residing at 10550 Reichold Road Gpt, MS 39503 (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to clean and video approximately 10,500 lf of existing sanitary sewer. Contractor will furnish all equipment and labor as may be required to satisfactorily complete this proposed project described in attach plans and specifications.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above. Completed proposals may be returned via facsimile (228-863-5232), mail, or hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) All work under this contract must be fully completed within 14 calendar days from the date when Owner issues Contractor a mutually agreeable Notice to Proceed. If contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of two-hundred and fifty dollars (\$250) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (5) Failure of the contractor to commence work under the terms of this contract within 5 calendar days from the Notice to Proceed, shall be justification for the cancellation of the contract without penalty to either party.
- (6) Payment for the completed work will be made one time based on the quantities of work actually performed, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (8) The price bid shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.

CONSTRUCTION REQUIREMENTS:

- (1) The contractor will furnish all labor, tools, and equipment needed to Clean and Video approximately 10,500 LF of existing sanitary sewer. Video should show linear footage, location of and video of all service connections adjacent to the mains, completely show any leaking joints or cracks in the main (360 degrees).
- (2) Locate, protect, and preserve all existing utility mains in the work area. The Contractor shall call the Mississippi One Call system before performing any excavation to ensure all existing utilities are marked.
- (3) Contractor must provide and maintain suitable traffic control that is in compliance with MUTCD to keep traffic and pedestrians away from unsafe areas while the work is underway.
- (4) Contractor must coordinate with the Long Beach Public Works Dept to turn off pumps at lift stations if necessary.
- (5) Contractor must perform all work Per the attached technical specification.

M.B. 76

RECESS: 05.08.13

Minutes of May 8, 2013  
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Apr 30 13 11:14a

B & J Vacuum Service,

2288971722

p.2

PRICE:

The successful Contractor agrees to perform all the work described herein, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Mobilization	1 LS (\$ .00 )	\$ .00
2	Clean and Video Sewer Main (Area 1)	5300 LF (\$ 3.90 )	\$ 20,670 <sup>00</sup>
3	Clean and Video Sewer Main (Area 2)	5200 LF (\$ 3.90 )	\$ 20,280 <sup>00</sup>
4	Maintenance of Traffic	1 LS (\$ .00 )	\$ .00

TOTAL PRICE (SUM OF EXTENSIONS OF ALL ITEMS OF WORK): Forty Thousand Nine hundred and fifty dollars (\$ 40,950<sup>00</sup>)  
(AMOUNTS HAVE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

The Contractor shall fully understand that the unit prices are independent to the exact quantities involved. The quantities shown herein are approximate and the Owner uses them for comparison of prices only. The Owner will pay Contractor for the actual quantities of work performed and accepted by Engineer. The Owner may increase, decrease, or omit the scheduled quantities of work with no adjustment to the unit prices.

RESPECTFULLY SUBMITTED:

DATE: 4/30/13

FIRM NAME OF BIDDER: B & J Vacuum Service, Inc

SIGNED BY (Name & Title): Brenda F. May, Pres

ADDRESS OF FIRM: 10550 Reichold Road

CITY AND STATE: Gpt, MS TELEPHONE: 228 896 6348

Based upon the recommendation of Mr. Ball, Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to award the contract to Vacuum Services, Inc., and authorizing the issuance of a Purchase Order in the amount of \$22,500.00.

\*\*\*\*\*

Based upon the recommendation of Harbor Master Bill Angley and certification by the Civil Service Commission, Alderman Parker made motion seconded by

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Mayor and Board of Aldermen

Alderman Ponthieux and unanimously carried to approve Harbor personnel matters, as follows:

- New Hire, Harbor Guard Charles Ball, CSH-2-Basic, effective May 1, 2013;
- New Hire, Harbor Guard Laurel Anderson, CSH-2-Basic, effective May 1, 2013.

\*\*\*\*\*

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:



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

520 33<sup>RD</sup> STREET  
GULFPORT, MS 39507

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

April 30, 2013

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

**RE: Bait Shop Restoration – Long Beach Small Craft Harbor  
Final Acceptance – Bay South Limited, Inc.**

Gentlemen:

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

1. Change Order Number 1 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount increase of \$2,721.30. The final amount of the contract is \$124,043.30.
2. Application for Payment Number 6 (Final), in the amount of \$6,202.13, bringing the total of all payments to the full contract amount of \$124,043.30.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB:sl/1922  
Enclosures

O:\1922\20130411 Re Final Acceptance BaySouth.doc

# Minutes of May 8, 2013 Mayor and Board of Aldermen

Change Order  
No. 1

Date of Issuance:	<u>2/21/2013</u>	Effective Date:	<u>3/5/2013</u>
Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:	
Contract:	<u>Bait Shop Restoration - Long Beach Smallcraft Harbor</u>	Date of Contract:	<u>5/14/2012</u>
Contractor:	<u>Bay South Limited Incorporated</u>	Engineer's Project No.:	<u>1922</u>

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

Description:

1. Adjust contract quantities to final field quantities.
2. Obtain credit for flag-pole installation which was delayed due to Hurricane Isaac.

Attachments: (List documents supporting change):

1. Contractor's quoted credit.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$121,322.00

(Decrease) In Contract Price from previous Change Orders No. 0 to No. 1  
\$0.00

Contract Price prior to this Change Order:  
\$121,322.00

(Increase) In Contract Price due to this Change Order:  
\$2,721.30

Revised Contract Price incorporating this Change Order:  
\$124,043.30

**CHANGE IN CONTRACT TIME:**

Original Contract Times:  Working Days 60 Calendar days  
Substantial completion (days or date): 7/19/2012  
Ready for final payment (days or date): \_\_\_\_\_

Change In Contract Time from previous Change Orders No. 0 to No. 1  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): 7/19/2012  
Ready for final payment (days or date): \_\_\_\_\_

Change In Contract Time due to this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times incorporating this Change Order:  
Substantial completion (days or date): 7/19/2012  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: 	By: 	By: _____
Date: <u>2-26-2013</u>	Date: <u>2-27-13</u>	Date: _____

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Mayor and Board of Aldermen

1 (Summary)

PROJECT NO. 1922

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
2-1	MOBILIZATION	1	L.S.	\$14,120.00			1	\$14,120.00
2-2	WASHER/DRYER CLOSET & UTILITY CONNECTIONS	1	L.S.	\$10,267.00			1	\$10,267.00
2-3	ALL OTHER WATER/SEWER SERVICES	1	L.S.	\$6,500.00			1	\$6,500.00
2-4	BAIT TANK AREA - WOODEN FENCE & GATE	1	L.S.	\$10,799.00			1	\$10,799.00
2-5	BAIT TANK AREA - STORAGE LOCKERS	1	L.S.	\$3,500.00			1	\$3,500.00
2-6	BAIT TANK AREA - SINK	1	L.S.	\$600.00			1	\$600.00
2-7	RAIL & DECKING AT TRAILER SOUTH ENTRANCE	1	L.S.	\$1,800.00			1	\$1,800.00
2-8	RAIL & GATE AT PIER ENTRANCE	1	L.S.	\$7,100.00			1	\$7,100.00
2-9	SIGNS	1	L.S.	\$250.00			0	\$0.00
2-10	MISCELLANEOUS SITE WORK	1.0	L.S.	\$1,000.00		(1)	0	\$0.00
3-1	ENVIRONMENTAL PROTECTION	1	L.S.	\$1,500.00			1	\$1,800.00
3-2	WIRE MESH GABIONS (PM)	1	L.S.	\$6,586.00			1	\$1,800.00
3-3	CAST-IN-PLACE CONCRETE	40	C.Y.	\$725.00			1	\$1,800.00
3-4	#57 LIMESTONE (LYM)	34.55	C.Y.	\$400.00		(2)	38	\$6,586.00
3-5	WASHER/DRYER CLOSET ELECTRICAL WORK	78	C.Y.	\$65.00			45.39	\$7,550.00
4-1	ALL OTHER ELECTRICAL WORK	1	L.S.	\$1,410.00			80.4	\$18,156.00
4-2	CREDIT FOR FLAGPOLE INSTALLATION	0	L.S.	(\$70.70)			1	\$5,226.00
CO1-1				\$0.00			1	\$13,000.00
TOTAL CHANGE ORDER AMOUNT								\$121,372.00
								\$4,771.30
								\$126,043.30

EJCDC No. C-341 (2002 Edition)  
Prepared by the Engineer, Joint General Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.

## Minutes of May 8, 2013 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 6 FINAL

TO: City of Long Beach (OWNER)  
 Contract for: Bait Shop Restoration - Long Beach Smallcraft Harbor Dated: 5/14/2012

OWNER'S Project No.: \_\_\_\_\_ ENGINEER'S Project No.: 1922  
 For work accomplished through the date of: 2/21/2013

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit/Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$124,043.30
TOTAL	\$124,043.30				\$124,043.30
(Orig. Contract)	\$121,322.00				
CO1 Summary	\$2,721.30				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 124,043.30
_____	LESS 0% RETAINAGE	\$ _____
_____	LESS LIQUIDATED DAMAGES 28 DAYS @	
_____	\$200/DAY	\$ 5,600.00
_____	AMOUNT DUE TO DATE	\$ 118,443.30
_____	LESS PREVIOUS PAYMENTS	\$ 112,241.17
_____	AMOUNT DUE THIS APPLICATION	\$ 6,202.13

**CONTRACTOR'S Certification:**  
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 6 FINAL inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Bay South Limited Incorporated  
 P.O. Box 250  
 Saraland, AL 36571

Dated: 2-28, 2013

CONTRACTOR

By: \_\_\_\_\_

**ENGINEER'S Recommendation:**

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

Dated: 2-26, 2013

A. Garner Russell & Associates, Inc.  
 ENGINEER

By: \_\_\_\_\_

Minutes of May 8, 2013  
Mayor and Board of Aldermen

PROJECT NO. 1922

6 FINAL

ATTACHMENT TO PAY ESTIMATE NO.

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BASE BID										
2-1	MOBILIZATION	1 L.S.	\$14,120.00	\$14,120.00	100%	\$14,120.00		\$0.00	100.00%	\$14,120.00
2-2	WASHER/DRYER CLOSET & UTILITY CONNECTIONS	1 L.S.	\$10,267.00	\$10,267.00	100.00%	\$10,267.00		\$0.00	100.00%	\$10,267.00
2-3	ALL OTHER WATER/SEWER SERVICES	1 L.S.	\$6,500.00	\$6,500.00	100.00%	\$6,500.00		\$0.00	100.00%	\$6,500.00
2-4	BAIT TANK AREA - WOODEN FENCE & GATE	1 L.S.	\$10,799.04	\$10,799.04	100.00%	\$10,799.04	0%	(\$0.04)	100.00%	\$10,799.00
2-5	BAIT TANK AREA - STORAGE LOCKERS	1 L.S.	\$3,500.00	\$3,500.00	100.00%	\$3,500.00		\$0.00	100.00%	\$3,500.00
2-6	BAIT TANK AREA - SINK	1 L.S.	\$600.00	\$600.00	100%	\$600.00		\$0.00	100.00%	\$600.00
2-7	RAIL & DECKING AT TRAILER SOUTH ENTRANCE	1 L.S.	\$1,800.00	\$1,800.00	100%	\$1,800.00		\$0.00	100.00%	\$1,800.00
2-8	RAIL & GATE AT PIER ENTRANCE	1 L.S.	\$2,100.00	\$2,100.00	100%	\$2,100.00		\$0.00	100.00%	\$2,100.00
2-9	SIGNS	0 L.S.	\$0.00	\$0.00	0%	\$0.00		\$0.00	0.00%	\$0.00
2-10	MISCELLANEOUS SITE WORK	1 L.S.	\$1,000.00	\$1,000.00	92.93%	\$929.30	7.07%	\$70.70	100.00%	\$1,000.00
3-1	ENVIRONMENTAL PROTECTION	1 L.S.	\$1,500.00	\$1,500.00	100.00%	\$1,500.00		\$0.00	100.00%	\$1,500.00
3-2	SITE DEMOLITION	1 L.S.	\$6,586.00	\$6,586.00	100.00%	\$6,586.00		\$0.00	100.00%	\$6,586.00
3-3	WIRE MESH GABIONS (PM)	38 C.Y.	\$725.00	\$27,550.00	38	\$27,550.00		\$0.00	38.00%	\$27,550.00
3-4	CAST-IN-PLACE CONCRETE	45.39 C.Y.	\$400.00	\$18,156.00	45.39	\$18,156.00		\$0.00	45.39%	\$18,156.00
3-5	#57 LIMESTONE (LYM)	80 C.Y.	\$65.00	\$5,226.00	80.4	\$5,226.00		\$0.00	80.40%	\$5,226.00
4-1	WASHER/DRYER CLOSET ELECTRICAL WORK	1 L.S.	\$1,410.00	\$1,410.00	100%	\$1,410.00		\$0.00	100.00%	\$1,410.00
4-2	ALL OTHER ELECTRICAL WORK	1 L.S.	\$13,000.00	\$13,000.00	100%	\$13,000.00		\$0.00	100.00%	\$13,000.00
CO1-1	CREDIT FOR FLAGPOLE INSTALLATION	1 L.S.	(\$70.70)	(\$70.70)			100%	(\$70.70)	100.00%	(\$70.70)
TOTAL WORK COMPLETED										\$124,043.34
										(\$0.04)
										\$124,043.30

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ATTACHMENT TO PAY ESTIMATE NO. 6 FINAL  
Bait Shop Restoration - Long Beach Smallcraft Harbor  
Schedule of Values

Item No.	Description	Scheduled value	Previous Estimate	Current Estimate	Total To Date
2-2	WASHER/DRYER CLOSET & UTILITY CONNECTIONS				
a	Washer/Dryer	37% \$ 3,825.00	100% \$ 3,825.00	\$ -	100.00% \$ 3,825.00
b	Closet Construction	23% \$ 2,443.00	100% \$ 2,443.00	\$ -	100.00% \$ 2,443.00
c	Wood Closet Doors	19% \$ 1,840.00	100% \$ 1,840.00	\$ -	100.00% \$ 1,840.00
d	Drain Line/Water Line/Vent	21% \$ 2,159.00	100% \$ 2,159.00	\$ -	100.00% \$ 2,159.00
	TOTALS	100% \$ 10,267.00	100.00% \$ 10,267.00	0.00% \$ -	100.00% \$ 10,267.00
2-3	ALL OTHER WATER/SEWER SERVICES				
a	Sewer/Water/Trailer	54% \$ 3,525.00	100% \$ 3,525.00	\$ -	100.00% \$ 3,525.00
b	Piping to Bait Tank/Water Meter	46% \$ 2,975.00	100% \$ 2,975.00	\$ -	100.00% \$ 2,975.00
	TOTALS	100% \$ 6,500.00	100% \$ 6,500.00	0% \$ -	100.00% \$ 6,500.00
2-4	BAIT TANK AREA - WOODEN FENCE & GATE				
a	Wooden Fence	90% \$ 9,719.00	100% \$ 9,719.00	\$ -	100.00% \$ 9,719.00
b	48" Gate	10% \$ 1,080.00	100% \$ 1,080.00	\$ -	100.00% \$ 1,080.00
	TOTALS	100% \$ 10,799.00	100% \$ 10,799.00	0% \$ -	100.00% \$ 10,799.00
2-5	BAIT TANK AREA - STORAGE LOCKERS				
a	Locker No. 1 w/Shelves	60% \$ 2,100.00	100% \$ 2,100.00	\$ -	100.00% \$ 2,100.00
b	Locker No. 2 no Shelves	40% \$ 1,400.00	100% \$ 1,400.00	\$ -	100.00% \$ 1,400.00
	TOTALS	100% \$ 3,500.00	100% \$ 3,500.00	0% \$ -	100.00% \$ 3,500.00

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Item No.	Description	Scheduled value	Previous Estimate	Current Estimate	Total To Date
<b>2-7 RAIL &amp; DECKING AT TRAILER SOUTH ENTRANCE</b>					
a	4X4 Wooden Deck	15% \$ 270.00	100% \$ 270.00	\$ -	100.00% \$ 270.00
b	Stairs	18% \$ 325.00	100% \$ 325.00	\$ -	100.00% \$ 325.00
c	Metal Handrail	30% \$ 540.00	100% \$ 540.00	\$ -	100.00% \$ 540.00
d	Concrete Ramp	37% \$ 665.00	100% \$ 665.00	\$ -	100.00% \$ 665.00
	<b>TOTALS</b>	<b>100% \$ 1,800.00</b>	<b>100% \$ 1,800.00</b>	<b>0% \$ -</b>	<b>100.00% \$ 1,800.00</b>
<b>2-8 RAIL &amp; GATE AT PIER ENTRANCE</b>					
a	Handrail	65% \$ 1,365.00	100% \$ 1,365.00	\$ -	100.00% \$ 1,365.00
b	36" Gate	15% \$ 315.00	100% \$ 315.00	\$ -	100.00% \$ 315.00
c	Stairs	20% \$ 420.00	100% \$ 420.00	\$ -	100.00% \$ 420.00
	<b>TOTALS</b>	<b>100% \$ 2,100.00</b>	<b>100% \$ 2,100.00</b>	<b>0% \$ -</b>	<b>100.00% \$ 2,100.00</b>
<b>3-2 SITE DEMOLITION</b>					
a	Traffic Control Signs	2% \$ 132.00	100% \$ 132.00	\$ -	100.00% \$ 132.00
b	Dust Control	1% \$ 66.00	100% \$ 66.00	\$ -	100.00% \$ 66.00
c	Disposal of Materials	75% \$ 3,952.00	100% \$ 3,952.00	\$ -	100.00% \$ 3,952.00
d	Saw Cutting	5% \$ 1,317.00	100% \$ 1,317.00	\$ -	100.00% \$ 1,317.00
d	Clean Up	17% \$ 1,119.00	100% \$ 1,119.00	\$ -	100.00% \$ 1,119.00
	<b>TOTALS</b>	<b>100% \$ 6,586.00</b>	<b>100% \$ 6,586.00</b>	<b>0.00% \$ -</b>	<b>100.00% \$ 6,586.00</b>
<b>4-1 WASHER/DRYER CLOSET ELECTRICAL WORK</b>					
a	rough-in (all boxes installed and wire pulled)	50% \$ 705.00	100% \$ 705.00	\$ -	100.00% \$ 705.00
b	finish wiring (all recept. switches and breakers tied in)	50% \$ 705.00	100% \$ 705.00	\$ -	100.00% \$ 705.00
	<b>TOTALS</b>	<b>100% \$ 1,410.00</b>	<b>100% \$ 1,410.00</b>	<b>0.00% \$ -</b>	<b>100.00% \$ 1,410.00</b>

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 Mayor and Board of Aldermen

Item No.	Description	Scheduled value	Previous Estimate	Current Estimate	Total To Date
4-2	ALL OTHER ELECTRICAL WORK				
a	Light and Power Panelboards	25% \$ 3,250.00	100% \$ 3,250.00	\$ -	100.00% \$ 3,250.00
b	Circuit Breakers	15% \$ 1,950.00	100% \$ 1,950.00	\$ -	100.00% \$ 1,950.00
c	Wall Switches/Receptacles	10% \$ 1,300.00	100% \$ 1,300.00	\$ -	100.00% \$ 1,300.00
d	Building Wire	25% \$ 3,250.00	100% \$ 3,250.00	\$ -	100.00% \$ 3,250.00
e	Conduit	10% \$ 1,300.00	100% \$ 1,300.00	\$ -	100.00% \$ 1,300.00
f	Fittings	10% \$ 1,300.00	100% \$ 1,300.00	\$ -	100.00% \$ 1,300.00
g	Electrical Boxes	5% \$ 650.00	100% \$ 650.00	\$ -	100.00% \$ 650.00
	TOTALS	100% \$ 13,000.00	100.00% \$ 13,000.00	0.00% \$ -	100.00% \$ 13,000.00

Minutes of May 8, 2013  
Mayor and Board of Aldermen

CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
(SIMILAR TO AIA DOCUMENT G707)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

PROJECT: Bait Shop Restoration  
(name, address) Long Beach, MS 39560

TO (Owner)

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

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Restoration

CONTRACT DATE: May 14, 2012

CONTRACTOR: Bay South Limited, Inc.

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

Bankers Insurance Company  
11101 Roosevelt Boulevard, N. St. Petersburg, FL 33716

, SURETY COMPANY,

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

Bay South Limited, Inc.  
P.O. Box 250 Saraland, AL 36571

, CONTRACTOR,

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

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

, OWNER,

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

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 5th day of April, 2013

Attest:

*Hilary Jelbert*

Bankers Insurance Company

Surety Company

*William S. Neill*

Signature of Authorized Representative  
William S. Neill

(Seal):

Attorney-in-Fact  
Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

Minutes of May 8, 2013  
Mayor and Board of Aldermen

Power of Attorney

3207767

Bankers Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that BANKERS INSURANCE COMPANY, a corporation duly organized under the laws of the State of Florida, and having its principal office in the City of St. Petersburg, Pinellas County, Florida, does hereby nominate, constitute and appoint:

\* William S. Neill and/or Brenda W. Neill

of the City of Fairhope, Baldwin County, State of Alabama, its true and lawful Attorney-in-fact, with full power and authority hereby conferred upon him/her to make, execute, seal and deliver for and on its behalf, as Surety, as its act and deed, any and all bonds, undertakings consent or Agreement not exceeding the sum of Three Million and xx/100 dollars \$3,000,000.00 which this Company may be authorized to write.

This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolutions adopted by the Board of Directors of Bankers Insurance Company, and now in force to-wit:

BE IT RESOLVED, that the Chairman of the Board, President and any Vice President of the Corporation are hereby authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the Corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the Corporation are hereby authorized to attest the execution of any such Power of Attorney.

BE IT FURTHER RESOLVED, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, any and such Power of Attorney or certificate bearing such facsimile-signatures shall be valid and binding upon the corporation when so affixed in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, Bankers Insurance Company has caused these presents to be executed by their duly authorized officers as of this 1<sup>st</sup> day of July, 2010.

ATTEST:

Nancy C. Haire  
Nancy C. Haire, Assistant Secretary

BANKERS INSURANCE COMPANY  
By: David K. Meehan  
David K. Meehan, President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me 1<sup>st</sup> day of July, 2010 by David K Meehan and Nancy C. Haire, as President and Assistant Secretary, respectively, of Bankers Insurance Company, a Florida corporation, on behalf of the corporation.

Jane M. [Signature]  
(NOTARY PUBLIC)



I, the undersigned, Assistant Secretary of Bankers Insurance Company do hereby certify that the original Power of Attorney, of which the foregoing is a full, true and correct copy, is in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affix the corporate seal of the Corporation this 5 day of April, 20 13

(SEAL)

Nancy C. Haire  
Nancy C. Haire, Assistant Secretary

Minutes of May 8, 2013  
Mayor and Board of Aldermen

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

=====	
TO: (Owner)	ENGINEER'S PROJECT NO. <u>1922</u>
<u>City of Long Beach</u>	CONTRACT FOR: <u>Entire Project</u>
<u>P.O. Box 929</u>	CONTRACT DATE: <u>5/14/2012</u>
<u>Long Beach, MS 39560</u>	

PROJECT: Bait Shop Restoration  
Long Beach Small Craft Harbor

=====

State of: Mississippi  
County of: Harrison

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

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

*Electrician - Duprey Electric*  
*Plumber - Gordon Plumbing*

CONTRACTOR: Bay South Limited, Inc.  
(Address) P.O. Box 250  
Saraland, AL 36571

BY: *Jan Amli*  
Subscribed and sworn to before me this 7 day of March, 2013.

Notary Public: *Matt Williams*  
My Commission Expires: My Commission Expires 12/10/2016

=====

ONE PAGE

Minutes of May 8, 2013  
Mayor and Board of Aldermen

Ocl 01 12 04:48p Duprey Electric, LLC  
10/01/2012 15:06 2516795998

228-831-5868  
BAY SOUTH LTD

p.1  
PAGE 02/03

Bay South Limited, Inc.  
P.O. Box 250 Saraland, Alabama 36571  
(251) 679-5788 Office (251) 679-5998 Fax

SUBCONTRACTOR'S APPLICATION FOR PAYMENT,  
WAIVER AND LIEN RELEASE - PARTIAL

Contractor: Bay South Limited, Inc. Project Name: Bait Shop Restoration  
Long Beach Small Craft Harbor

Subcontractor: Duprey Electric LLC

Owner: City of Long Beach, MS Payment Amount: Paid In Full  
Except Retainage

KNOW ALL MEN BY THESE PRESENTS, that the undersigned authorized representative of Subcontractor, for and in consideration of the above-stated sum, and other good and valuable consideration, the receipt for which is hereby acknowledged, does hereby waive, release and relinquish any and all claims of whatever kind or nature, including, but not limited to demands for payment and rights of lien for labor and/or materials furnished through the execution date of this agreement, which in any way relate to the above-referenced project, against the owner, the contractor and/or their sureties or insurance companies. The undersigned authorized representative of the Subcontractor further deposes and says that all labor, materials, supplies, and equipment, furnished by the Subcontractor, have been fully paid for and discharged through the date below, and that all other bills, claims, demands and liabilities of any kind have been paid and satisfied. Subcontractor agrees to defend, indemnify and hold harmless the owner, the contractor and/or their sureties or insurance companies for any such claims. Subcontractor makes this affidavit in order to induce payment in the above-stated amount and on receipt of said payment by Subcontractor this release of claim and waiver of lien release becomes in full force and effect. This document is executed and delivered in Alabama and is to be interpreted, construed and enforced in and under Alabama courts and laws.

Subcontractor: Duprey Electric LLC

By: *[Signature]*

Title: *Owner*

SWORN and SUBSCRIBED before me on this the

day of

Notary:

Commission



Minutes of May 8, 2013  
Mayor and Board of Aldermen

2012-10-02 21:47 2012-10-02 21:47 Gordon Plumbing 2288651030>> 2516795998 P 1/1

Bay South Limited, Inc.  
P.O. Box 250 Saraland, Alabama 36571  
(251) 679-5788 Office (251) 679-5998 Fax

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT,  
WAIVER AND LIEN RELEASE - PARTIAL**

Contractor: Bay South Limited, Inc. Project Name: Balt Shop Restoration  
Long Beach Small Craft Harbor

Subcontractor: Gordon Plumbing

Owner: City of Long Beach, MS Payment Amount: Paid In Full  
Except Retainage

KNOW ALL MEN BY THESE PRESENTS, that the undersigned authorized representative of Subcontractor, for and in consideration of the above-stated sum, and other good and valuable consideration, the receipt for which is hereby acknowledged, does hereby waive, release and relinquish any and all claims of whatever kind or nature, including, but not limited to demands for payment and rights of lien for labor and/or materials furnished through the execution date of this agreement, which in any way relate to the above-referenced project, against the owner, the contractor and/or their sureties or insurance companies. The undersigned authorized representative of the Subcontractor further deposes and says that all labor, materials, supplies, and equipment, furnished by the Subcontractor, have been fully paid for and discharged through the date below, and that all other bills, claims, demands and liabilities of any kind have been paid and satisfied. Subcontractor agrees to defend, indemnify and hold harmless the owner, the contractor and/or their sureties or insurance companies for any such claims. Subcontractor makes this affidavit in order to induce payment in the above-stated amount and on receipt of said payment by Subcontractor this release of claim and waiver of lien release becomes in full force and effect. This document is executed and delivered in Alabama and is to be interpreted, construed and enforced in and under Alabama courts and laws.

Subcontractor: Gordon Plumbing

By: *Jayne Gordon*  
Title: *Owner*

SWORN and SUBSCRIBED before me on this the *3<sup>rd</sup>* day of *Oct*, 2012

Notary: *Jacqueline B. Bates*  
Commission expires:



Minutes of May 8, 2013  
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

---

PROJECT City of Long Beach  
Bait Shop Restoration - Long Beach Smallcraft Harbor

DATE OF ISSUANCE October 15, 2012

---

OWNER City of Long Beach

OWNER'S Contract No. \_\_\_\_\_

CONTRACTOR Bay South Limited, Inc. ENGINEER A. Garner Russell & Associates, Inc.

---

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

Entire Project

TO City of Long Beach  
OWNER

And To Bay South Limited, Inc.  
CONTRACTOR

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

August 16, 2012  
DATE OF SUBSTANTIAL COMPLETION

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

EJDC No. 1910-8-D (1990 Edition)  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

# Minutes of May 8, 2013 Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: Warranty  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A

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

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

Executed by ENGINEER on 10-25, 2012

A. Garner Russell & Associates, Inc.

ENGINEER

By: [Signature]  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on Oct 19, 2012

Bay South Limited, Inc.

CONTRACTOR

By: [Signature]

OWNER accepts this Certificate of Substantial Completion on 10-25, 2012

City of Long Beach

OWNER

By: [Signature]  
(Authorized Signature)

Minutes of May 8, 2013  
Mayor and Board of Aldermen

Bait Shop Restoration – Long Beach Small Craft Harbor

PUNCHLIST – 9/24/2012

The following items are in need of correction:

1. Install flexible sewer service connection.
2. Replace PVC pile caps on the connecting pier.
3. Remove concrete and steel debris from the gabions.
4. Paint the doors and thresholds.
5. Fasten all loosened "hardi-board" planks at the laundry closet.
6. Install sink in the bait tank area.
7. The lockers have already been constructed and provided to the lessee for his future installation.

Based upon the recommendation of Mr. Ball, Alderman Anderson made motion seconded by Alderman Carrubba and unanimously carried to approve Final Acceptance, Bait Shop Restoration, Bay South Limited, Inc., all as set forth above.

\*\*\*\*\*

There came on for consideration a letter with attachments from Recreation Director Bob Paul, as follows:

Minutes of May 8, 2013  
Mayor and Board of Aldermen

TO: Mayor and Board of Aldermen

REF: Sole Source Equipment Purchase/Funding  
Specifications/Picture attached

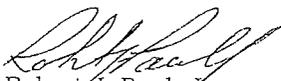
Please accept this letter as a formal request for authorization to purchase a Ride-On Street Vacuum for the City of Long Beach.

This product will clean all debris from city streets quickly and efficiently. Equipment has the capacity to "vacuum" bottles, cans, beads, candy, etc. and deposit into a bin for emptying.

The expedient and efficient operation of this piece of equipment will allow my department to vacuum sand and litter from Jeff Davis Avenue, thus keeping the current "store fronts" clean and with a neat appearance, encouraging new developments into our attractive city.

Attached, please find a budget amendment attached prepared by the Comptroller, should this purchase meet with your approval.

Thanking you in advance for your consideration,



Robert J. Paul, Jr.  
Director Long Beach Parks and Recreation

Minutes of May 8, 2013  
Mayor and Board of Aldermen

Model #	Description	Price
BVZ40	Brown Products Ride-On Street Vacuum With GX690 Honda V-Twin engine	\$8,995.95
FBN4000	Front Blow Nozzle Attachment	\$235.00
BVAC4000	Vacuum system	\$4,750.00
ALU	Attachment Lift Unit	\$995.00
	Freight	\$100.00
	Total	\$15,075.95

Specifications:

- \*Electric start
- \*Blower velocity: 130mph
- \*Transaxles: Hydro-Gear ZT-3100
- \*Blower volume: 4500 cfm plus
- \*Length 64"
- \*Weight: 780 lbs.
- \*Rear tires: 20 X 10 X 8
- \*Front wheels: 11X 4
- \*Swivel torsion forks
- \*Forward speed: 8mph

Optional Attachments

- \*TL1225 Truck Loader Attachment
- \*FBN4000 Front Blow Nozzle Attachment
- \*ALU Attachment Lift Unit
- \*BAER4000 Aerator Attachment

Based upon the recommendation of Recreation Director Bob Paul, Alderman Anderson made motion seconded by Alderman Ponthieux and unanimously carried to approve the sole source purchase as set forth above.

Upon further discussion, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the Recreation Department budget amendments, as follows:

City of Long Beach  
 Budget Amendment Request

Fund Name \_\_\_\_\_ Date \_\_\_\_\_  
 Department # 435 Budget Entry # \_\_\_\_\_  
 Department Name Recreation

Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 435-630100		15,100	15,100
Fund Balance		(15,100)	
			15,100

Amendment to transfer from Fund Balance to Recreation to purchase piece of equipment.

Amendment # 2

\*\*\*\*\*

Based upon the recommendation of Recreation Director Bob Paul, Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve Recreation Department personnel matter, as follows:

- New Hire, part time employee, William D. Holloway effective immediately.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve the Contract for VFW Post 2539 Bingo Machine, as follows:



Minutes of May 8, 2013  
Mayor and Board of Aldermen

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

- Step Increase, City Clerk Rebecca E. Schruff, CSA-10-XV, effective July 1, 2013;
- Step Increase, Deputy City Clerk Stacey Dahl, CSA-9-XIV, effective June 1, 2013.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to engage the professional service of the firm, Alexander, Van Loon, Sloan, Levens, Favre, PLLC, Certified Public Accountants, to perform the annual audit for the fiscal year ended September 30, 2012. Said engagement confirmation and agreement is as follows:

Minutes of May 8, 2013  
 Mayor and Board of Aldermen



Alexander | Van Loon | Sloan | Levens | Favre, PLLC

April 16, 2013

Board of Aldermen  
 City of Long Beach, Mississippi  
 Long Beach, MS 39560

We are pleased to confirm our understanding of the services we are to provide City of Long Beach, Mississippi for the year ended September 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of City of Long Beach, Mississippi as of and for the year ended September 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Long Beach, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Long Beach, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule, if presented

We have also been engaged to report on supplementary information other than RSI that accompanies City of Long Beach, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Combining nonmajor governmental funds financial statements
- 3) Combining nonmajor special revenue funds financial statements
- 4) Combining nonmajor debt service funds financial statements
- 5) Schedule of surety bonds for City officials

9490 Three Rivers Road | Gulfport, MS 39503 | (228) 863-0411 | Fax (228) 863-1165 | E-Mail: info@avlcpa.com | www.avlcpa.com  
 304 N. Vardaman Street | P.O. Box 749 | Wiggins, MS 39577 | (601) 928-4416 | Fax (601) 928-4417 | E-Mail: info@avlcpa.com | www.avlcpa.com

Members: American Institute of CPAs, Mississippi Society of CPAs, The AICPA Alliance for CPA Firms-  
 Partnering for CPA Practice Success, National Association of Certified Valuation Analysts

Minutes of May 8, 2013  
Mayor and Board of Aldermen

City of Long Beach, Mississippi  
April 16, 2013  
Page 2

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes, prepare adjustments for cash to accrual basis (as requested), maintain depreciation

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Mayor and Board of Aldermen

City of Long Beach, Mississippi  
April 16, 2013  
Page 5

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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Mayor and Board of Aldermen

City of Long Beach, Mississippi  
April 16, 2013  
Page 6

**Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Long Beach, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Long Beach, Mississippi's major programs. The purpose of these procedures will be to express an opinion on City of Long Beach, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Minutes of May 8, 2013  
Mayor and Board of Aldermen

City of Long Beach, Mississippi  
April 16, 2013  
Page 7

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Alexander, Van Loon, Sloan, Levens & Favre, PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your the oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Alexander, Van Loon, Sloan, Levens & Favre, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity, as applicable. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to schedule our audit when all requested information has been received from management and to issue our reports in accordance with that schedule. Jerry Favre CPA, CITP is your client relations partner and Kim Marmalich, CPA is your client relations manager. Jerry Levens, CPA, CFE is the firm's audit and assurance engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be as follows:

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Mayor and Board of Aldermen

City of Long Beach, Mississippi  
April 16, 2013  
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	2012	
	Hours	Amount
Basic Audit Engagement Fee	380	\$ 32,500
Preparation of Financial Statements *	70	6,000
Assistance with MD&A *	8	750
Single Audit Fee \$5,400 per program (Assumes <u>two</u> major programs)	120	10,800
Cash to Accrual conversion *	24	2,200
<b>Total Audit Engagement Fee at Standard Rates</b>	<b>602</b>	<b>\$ 52,250</b>
Composite hourly rate		<u>\$ 86.79</u>

\* These services could be performed by the City's comptroller.

Additional accounting services may be provided and will be billed on a per hour basis at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our current rates are as follows:

<u>Staff Level</u>	<u>Standard Hourly Rate</u>
Partner	\$195
Manager	\$125 - \$155
Senior	\$ 85 - \$125
Staff	\$ 70 - \$ 80
Clerical	\$ 25 - \$ 55

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review letter accompanies this letter.

The parties agree that any legal or equitable claims or disputes arising out of this agreement will be settled by binding arbitration, to be conducted in Harrison County, Mississippi, in accordance

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with the National Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (AAA) in effect at the time a demand for arbitration is made. The decision and award shall be exclusive, final and binding. The cost and expense of the arbitration shall be shared equally unless determined by the arbitrator otherwise. The parties each understand that, by signing this Agreement, they are agreeing to substitute one legitimate forum (arbitration) for another (litigation), and thereby are waiving their right to have their disputes resolved in court by a jury. This substitution involves no surrender, by either party, of any substantive statutory or common law benefit, protection or defense.

We appreciate the opportunity to be of service to City of Long Beach, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign one of the enclosed copies and return it to us.

Sincerely,

  
ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC  
Certified Public Accountants  
Gulfport, Mississippi

Enclosures

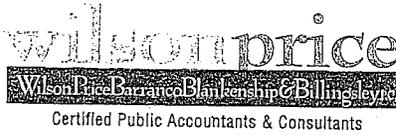
**ACKNOWLEDGED:**

This letter correctly sets forth the understanding of the City of Long Beach, Mississippi.

By:   
Title: City Clerk  
Date: 5/8/13

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Mayor and Board of Aldermen

Member  
American Institute  
of Certified Public  
Accountants



Member  
Alabama Society  
of Certified Public  
Accountants

System Review Report

November 8, 2011

To the Partners of  
Alexander, Van Loon, Sloan, Levens & Favre, PLLC  
and the Peer Review Committee of the Mississippi Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Alexander, Van Loon, Sloan, Levens & Favre, PLLC (the firm) in effect for the year ended June 30, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Alexander, Van Loon, Sloan, Levens & Favre, PLLC in effect for the year ended June 30, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Alexander, Van Loon, Sloan, Levens & Favre, PLLC has received a peer review rating of *pass*.

*Wilson Price Assurance, Bookkeeping & Billing, P.C.*

Montgomery, Alabama

\*\*\*\*\*

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There was no action required or taken regarding derelict properties.

\*\*\*\*\*

The MDEQ MS4 Requirements were taken under advisement for further review and consideration at the next regular meeting, May 21, 2013.

\*\*\*\*\*

Based upon the recommendation of Alderman Couvillon via text and telephone calls, Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to re-appoint Stan Snodgrass to the Long Beach Port Commission for the term, May, 2013 – May, 2018.

\* \*

Upon request by Alderman Anderson, the Ward 6 appointment to the Long Beach Port Commission was taken under advisement until the next regular meeting, May 21, 2013.

\*\*\*\*\*

Alderman Anderson left and was absent the public meeting.

\*\*\*\*\*

There came on for consideration sponsorship by Swank Motion Pictures, Inc., to screen movies in the Town Green on the last Friday of the month during May, June, and July, as follows:



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**IMPORTANT INFORMATION FOR YOU TO KNOW PRIOR TO YOUR SCREENING!**

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**ADVERTISING**

There are limitations on advertising. You can send information with the title of the film to a limited mailing list or email list. This must be a member list or limited in some other way. For any public advertising (local newspaper, radio, television, banners, etc) you cannot name the film – only the event. You can reference a hotline number to call or a website to go to for more details and have the titles there. You can hand out flyers at other events taking place at your venue and you can make announcements at other events (such as a concert). If you are not sure if something that you are planning falls under these guidelines, please call for more information.

DO NOT BEGIN PROMOTING YOUR FILM SERIES UNTIL YOU HAVE AN OFFICIAL WRITTEN CONFIRMATION FROM SWANK MOTION PICTURES.

**FORMATS**

The studios require us to provide you with a licensed copy of whatever title you choose regardless of format (VHS, DVD, 35mm, 16mm). We recommend that you do a full preview of each film as it arrives to you 2 business days prior to your show. We recommend that you do the preview in the equipment you will actually be using for your screening. If you discover anything that is not to your satisfaction, we will replace it at no cost to you.

It is your responsibility to alert your account executive if your movie does not arrive two business days prior to your show. No adjustment will be made to your charges if we are not alerted **at least one day prior** to your show that your product has not arrived. The film is then to be returned the next business day after your show. If you are not able to return it the next business day you must contact your account executive.

**DVD COMPATABILITY ISSUES**

There have been some compatibility issues between DVD's and DVD players that sometime lead to skipping, freezing etc and may also prevent the DVD from playing in your equipment. This is sometimes a result of the dual layering that is used industry wide on DVD's. There is not one set of specifications for DVDs and DVD players so it is important to make sure that all chapters of the DVD play without glitches. You are welcome to rent or purchase your own backup copy in case of accidental damage to our copy just prior to your show. This must be a legitimate copy (not burned or downloaded) and you are responsible for any costs incurred in obtaining the copy. If you experience any problems during your preview please contact your account executive immediately. If you find a problem over the weekend when our offices are closed please feel free to use the back up print that you obtained.

Maura McKernan | Account Executive  
| P: 800.876.5577 | F: 314.909.0879 | mmckernan@swank.com |

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UNFORESEEN CIRCUMSTANCE POLICY (RAIN OUT POLICY)

If your event is rained out (bad weather, electricity goes out, projector malfunction) you can reschedule it again within a year for free. The invoice is due at the time of the original show date as the royalties will have been paid to the studios, however you will have one year to reschedule for no additional licensing fees. Depending on when you reschedule it for you may be responsible for round trip shipping.

PREPAYMENT

New customers must pre-pay for their first three shows with Swank Motion Pictures. After that, we can invoice you. You can pre-pay with a credit card (Mastercard, VISA or American Express), check, or a Purchase Order number. If you pay by check please allow for time in transit because we must receive it by the scheduled ship date of the film to avoid expedited shipping fees. Expedited shipping fees will be assumed by the customer.

DISNEY RESTRICTIONS

If your screening is outdoors you may need to avoid Walt Disney titles (Buena Vista, Hollywood, Touchstone). **Disney films can only be screened outdoors during certain windows** that are determined by Walt Disney (listed below). Please contact your account executive if you are interested screening a Disney title outside. Disney films cannot be shown where alcohol is served.

\*2012 Approved Windows: May 30—June 21 and July 20—August 14, 2012  
(Walt Disney Pictures are not available for outdoor screenings outside of these windows.)

CHARGING ADMISSION

You are welcome to charge an admission for your show but all prices are vs. 50% of your box office. You will pay your flat fee or 50% of the box office, whichever is greater. If the entrance fee is a true donation without an advertised suggestion, no percentage is required.

LENGTH OF YOUR LICENSE

Your license is valid for one show date unless otherwise arranged with your account executive. Multiple screenings can be arranged but may result in additional licensing fees. Please check with your account executive for specific pricing information.

ORDERING/CANCELLATIONS

We ask that you order at least 2 weeks prior to your screening however depending on the circumstances we should be able to handle last minute bookings as well. You may order as far in advance as you would like. All changes or cancellations must be received in writing 10 business days prior to your show. If you need to cancel but are unable to give 10 days notice you will be required to pay the initial invoice, however you will have one year to screen that same film at no additional licensing fee.

Maura McKernan | Account Executive  
| P: 800.876.5577 | F: 314.909.0879 | mmckernan@swank.com |

The Mayor recognized Ms. Mary Scott to answer questions and provide additional information. It was noted for the record that the events would be overseen and supervised by the Parks and Recreation Director and Main Street personnel.

After considerable discussion, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to approve the movie screenings with Swank Motion Pictures, Inc., in the Town Green on the last Friday of the month during the months of May, June and July.

\*\*\*\*\*

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Mayor and Board of Aldermen

There came on for consideration a request from Bruce Butner to waive NSF charges totaling \$120.00 incurred in the Water Department due to non-sufficient funds in his bank account on four separate water and sewer bills set up on automatic draft.

The Mayor recognized Mr. Butner to answer questions and provide additional information.

After considerable discussion, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to waive half the fees (\$60.00), noting for the record that should Mr. Butner have the same problem in the future, no NSF charges would be waived.

\*\*\*\*\*

The following items were taken under advisement for further consideration and review at the next regular meeting, May 21, 2013:

- Personnel – Alderman Anderson
- Roadways without Shoulders – Alderman Anderson.

\*\*\*\*\*

There was no report from the City Attorney.

\*\*\*\*\*

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

\*\*\*\*\*

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

Minutes of May 8, 2013  
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. Schruff, City Clerk