

Minutes of December 17, 2013
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in December, 2013, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

The meeting was called to order and there came on for consideration a letter from Project Engineer David Ball, as follows:

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

520 33RD STREET
GULFPORT, MS 39507

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

December 13, 2013

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

RE: Bear Bayou Bulkhead Repairs

Ladies and Gentlemen:

We received bids for the referenced project October 22, 2013. We received two bids and a certified Bid Tabulation is attached. The prices received are well over the FEMA-allowable budget, which is significant because FEMA has decided that this project will be funded at a set amount, rather than per competitively bid prices as has previously been the standard. In light of the budget issues, we have met with the Contractor to examine what savings may be realized on the project. We have established a tentative plan to reduce the amount of concrete ditch bottom from the nearly 200 square yards indicated in the plans, to only 40 square yards, immediately adjacent to Gulf View Avenue. Based on the attached proposed prices from the low bidder, these new prices should put the project within the budget constraints, by reducing the bid amount by over 42%. However, this results in a large change of the scope and a negotiated price for the changed scope. This is a very large change and may not be a legal method of awarding and changing the contract.

If, at the advice of your legal counsel, you choose to proceed with the award and subsequent change to the contract, we can recommend award to Jack Ferrill's Heavy Equipment in the amount of their bid, with changes as described above and per his proposed prices. However, if the changes are too large, we recommend rejection of the bids with authorization to advertise again as soon as possible. If directed, we will revise the Contract Documents to provide a bit more flexibility in the award for the next bid and feel that we could proceed with advertisement in accordance with the following schedule:

1 st Advert	January 6, 2014
2 nd Advert	January 13, 2014
Receive Bids	February 11, 2014
Award	February 18, 2014

Please advise and we will proceed at your direction. We look forward to completing this critical project.

Sincerely,

David Ball, P.E.

DB:1990
Attachment

O:\1990\2013\1213 Award JFHE.doc

Page 1 of 1

TABULATION OF BIDS

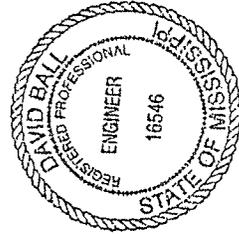
CITY OF LONG BEACH
 BEAR BAYOU RETAINING WALL CONSTRUCTION

Bid Date: October 22, 2013

CONTRACTORS BIDDING:

Certificate of Responsibility No.:	Jack Ferrill's Heavy Equipment	Twin L. Construction, Inc.
Acknowledgement of Addendum No. 1:	19884-MC	08365-MC
Debarment/Non-Collusion Certification:	Yes	Yes
MDES Compliance Statement:	Yes	Yes
Bid Bond:	Yes	Yes

ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1-A	Vinyl Sheet Pile Retaining Wall	134 L.F.	\$187.55	\$25,131.70	\$195.00	\$26,130.00
3-A	Cast-in-place Concrete	1 L.S.	\$37,125.00	\$37,125.00	\$57,000.00	\$57,000.00
3-B	Compacted Size #57 Limestone Base (FM)	220 S.Y.	\$58.25	\$12,815.00	\$35.00	\$7,700.00
6-A	Demolition	1 L.S.	\$11,500.00	\$11,500.00	\$8,500.00	\$8,500.00
TOTAL BID				\$86,571.70		\$99,330.00



I HEREBY CERTIFY THAT THIS IS A TRUE
 AND CORRECT TABULATION OF BIDS.

(Signature)

David Ball, P.E.
 Cert. No. 16546
 October 22, 2013

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Mayor and Board of Aldermen

ec 11 13 08:47a Jack Ferrill's Heavy Equi 12284740080 p.1

ATTN: Mr David Ball
Bear Bayou Retaining Wall Construction

Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

New Updated Price List
BID ITEMS
Dec 11, 2013

NO.	ITEM DESCRIPTION	QUANTITY	
1-A	Vinyl Sheet Pile Retaining Wall	134 L.F.	
	ONE Hundred eighty seven Dollars		\$25,131.70
	Fifty cents		(\$187.55)
3-A	Cast in-place concrete	40 S.Y.	
	two Hundred seventy five dollars		\$11,000.00
			(\$275.00)
3-B	Compacted Size #57 Limestone Base (FM)	40 SY	
	fifty eight Dollars & twenty five cents		\$2,330.00
			(\$58.25)
6-A	Demolition	1 L.S.	
	Eleven Thousand Five Hundred Dollars		\$11,500.00
			(\$11,500.00)
TOTAL BID: forty nine Thousand nine Hundred sixty one Dollars			
seventy cents			\$49,961.70

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

Mr. David here is the new price and quantity for the #57 limestone and concrete as stated above.

Thank's
Jack Ferrill's.

Based upon information provided by Mr. Ball and the advice of the City Attorney, Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to reject all bids and re-advertise as set forth above.

The Mayor recognized Mr. Calvin Foster for the Liability and Property Insurance Renewal Presentation.

After considerable discussion, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to accept the liability and property insurance renewal proposals for the policy period 2014, as follows:

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- Liability Package – Mississippi Municipal Service Company - \$93,915.00;
- Auto Physical Damage – National Liability & Fire - \$82,432.00;
- Real & Personal Property (All risks excluding flood & earthquake) – Aspen Specialty Insurance - \$170,528;
- Real & Personal Property (Wind deductible buy down only) – Mississippi Windstorm Underwriting Association - \$45,825.00
- Equipment – American Guarantee & Liability Insurance Company - \$15,353.00;
- Excess Flood – Steadfast Insurance Company (Zurich) - \$5,866.00.

There were no proclamations, announcements, amendments or public comments regarding the agenda.

Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated December 3, 2013, as submitted.

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated December 12, 2013, as submitted. .

Alderman Young made motion seconded by Alderman Carrubba and unanimously carried to schedule three (3) public hearings, Tuesday, February 4, 2013, as follows:

- Zoning Text Change – Add Article XI Supplemental Regulations Section 126-Yard Sales;
- Zoning Text Change – Add Section 118 – Lots;
- Zoning Text Change – Chart of Uses – Privately Owned Outdoor Recreational Facilities C-1 Business District with Planning Commission Approval. .

Alderman Carrubba made motion seconded by Alderman Young and unanimously carried to approve payment of invoices as listed in Docket of Claims number 121713 and additional invoices, as follows:

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- United States Postal Service for Water Department Post Office Box 630 in the amount of \$130.00 for twelve (12) months;
- Port Master Plan Permitting Fee in the amount of \$15,000.00 contingent upon approval by the Long Beach Port Commission. .

There was no report from the Mayor's Office.

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

POLICE DEPARTMENT:

- Step Increase, Dispatcher Amy Johnson, PS-3-VII, effective January 1, 2014;
- Step Increase, Admin Detective Sergeant Kipper Thomas, PSA-11-XI, effective January 16, 2014;
- Step Increase, Police Officer 1st Class Michael Burkett, PS-9-VIII, effective January 1, 2014.

FIRE DEPARTMENT:

- Resignation, Firefighter 1st Class Tim Harrison, effective December 15, 2013;
- Step Increase, Firefighter 2nd Class Chase Hendry, FS-7, effective February 1, 2014;
- Step Increase, Driver/Operator Brian Moore, FS-10-IV, effective February 1, 2014;
- Step Increase, Driver/Operator Jared Bolton, FS-10-III, effective February 1, 2014;
- Step Increase, Driver/Operator Craig Ahlers, FS-10-VI, effective February 1, 2014;
- Step Increase, Driver/Operator Brandon Bates, FS-10-VI, effective February 1, 2014;
- Step Increase, Driver/Operator Jake Heinrichs, FS-10-X, effective February 1, 2014;
- Step Increase, Lieutenant Richard Scott, FS-12-V, effective February 1, 2014;
- Battalion Chief Pete McGoey, FS-13-IV, effective February 1, 2014.

HARBOR:

- Resignation, Harbor Guard Genisia Thompson, effective February 17, 2013;
- Hire, Harbor Guard Tim Smith, CSH-2-Basic, effective February 17, 2013.

RECREATION:

Step Increase, Laborer Robbie Collins, CSH-1-IV, effective November 1, 2013.

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to approve CDBG Request for Cash #28, Town Green Project, and Payment of Invoice #12, AFC, Inc., in the amount of \$118,529.86, as follows:

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MEMO

DATE: December 10, 2013
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
City of Long Beach
RE: Community Revitalization Grant
CDBG Project #R-109-235-03-KCR
Town Green
Request for Cash and Summary Support Sheet

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

- 1. AFC
Invoice number 12 in the amount of \$118,529.86
For Construction expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 38" in the amount of \$118,529.86 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 38" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
3530 Manor Drive Suite 4
Vicksburg, MS 39180

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

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

It was noted for the record that CDBG Budget Modifications were approved on November 19, 2013, and no further action was required or taken.

There came on for consideration a letter from W.D. Simmons, as follows:

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W. D. Simmons
1216 7th St
L.B. Miss.
Phone - 868 7710

Dear Sirs:
Long Beach Mayor + Board of Ald.
I HAVE 2 lots in the LB CEMETARY,
THAT I no longer need, I bought them
about 50 years ago for my wife & I.
we both donated our Bodies to the MISS.
Med School of med in Jackson.
I'm offering them for \$500 dollar each,
which I think is the going rate now

Sincerely

W. D. Simmons

Dec 10 2013

Upon discussion, Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to purchase two (2) cemetery plots, NW ¼ of Lot 111, for \$500.00 each, from W.D. Simmons.

There came on for consideration a letter with attachments from Comptroller Kini Gonsoulin, as follows:

Comptroller's Office

Memo

To: Becky Schruff
From: Kini Gonsoulin
Date: 12/11/2013
Re: Copy machine leases

Please submit the attached 3 copy machine leases for consideration on the December 17, 2013 meeting. These leases are for 4 copy machines for 36 months. Below are the locations of the machines and monthly lease amounts:

Location	Old lease amount	New lease amount
City Clerk's Office	\$288.98	\$249.00
Utility Billing	\$165.23	\$114.25
Municipal Court (2)	\$254.68	\$244.25

If you have any questions regarding this request, please do not hesitate to ask. Thank You.

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RJ Young Company - Hattiesburg 130 JM Tatum Industrial Drive Hattiesburg, MS 39401						Page 1 of 2																																																																																					
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Street Address P. O. Box 929						Street Address 201 Jeff Davis Avenue																																																																																					
City Long Beach				State MS		Zip+4 39560																																																																																					
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Remarks: State of Mississippi Contract #5-600-21461-13. City of Long Beach to notify Ricoh USA, Inc. when equipment is available for pickup.																																																																																											
Additional terms and conditions on page 2.																																																																																											
Signature: <i>[Signature]</i>				Sales Rep: <i>[Signature]</i> Date: _____																																																																																							
Print Name: _____				Sales Manager: _____ Date: _____																																																																																							
Title: _____ Date: _____																																																																																											



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RJ Young Company - Hattiesburg 130 JM Tatum Industrial Drive Hattiesburg, MS 39401						Page 1 of 2	
Cost Per Copy Agreement						Order # EKTA00	
<i>Billing Location</i>						<i>Install Location</i>	
Full Customer Name - include Inc., Corp., LLC etc. City of Long Beach Mississippi						Customer Name City of Long Beach Water Department	
Street Address P. O. Box 929						Department Water Dept	
City Long Beach						County Harrison	
State MS Zip+4 39560						State MS Zip+4 39560	
Contact Name Kini Gonsoulin				Phone # 228-863-1556		Fax # 228-865-0822	
Email kini@cityoflongbeachms.com						Key Operator Jamie Palge	
Phone # 228-864-8531						Fax # 228-865-0822	
Email Jamie@cityoflongbeachms.com							

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MP2852SP			
1	Ricoh		FAC52 Cabinet			
4	Ricoh		Ex. Option Type 9952 <i>1/2</i>			
Trade-In/Buyout (Items to be picked up)						Total This Page
1	Ricoh	553CR	MP2851SP	V8205300611		Total From Add'l Equipment List
						Sales Tax
						Total

Tax Exempt Yes No
Attach Exemption Certificate

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	36		\$120.00 <i>114.25</i>	Monthly	Monthly

Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes
0.012700				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other
				<input type="checkbox"/> New Account <input checked="" type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Used <input type="checkbox"/> MAM <input type="checkbox"/> MAM
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MiCR Toner

Remarks:
 State of Mississippi Contract # 5-600-21461-13. RJ Young will assume full financial responsibility for lease # 100-3149900-100 with Ricoh USA Inc. City of Long Beach to notify Ricoh USA Inc equipment is available for pick up.

Additional terms and conditions on page 2.	
Signature: <i>[Signature]</i> Print Name: _____ Title: _____ Date: _____	Sales Rep: <i>[Signature]</i> Date: _____ Sales Manager: _____ Date: _____



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RJ Young Company - Hattiesburg 130 JM Tatum Industrial Drive Hattiesburg, MS 39401						Page 1 of 2 Order # EKT100 Sales Rep # 20SA81	
Cost Per Copy Agreement				Customer Purchase Order			
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name - Include Inc., Corp., LLC etc. City of Long Beach Mississippi				Customer Name City of Long Beach Mississippi Municipal Court Office			
				Department Court Clerk & Court Office		County Harrison	
Street Address P. O. Box 929				Street Address 201 Jeff Davis Avenue			
City Long Beach		State MS	Zip+4 39560	City Long Beach		State MS	Zip+4 39560
Contact Name Kini Gonsoulin		Phone # 228-863-1556	Fax # 228-865-0822	Key Operator Jane Marsland		Phone # 228-865-7840	Fax # 228-863-2771
Email kini@cityoflongbeachms.com				Email court@cityoflongbeachms.com			
Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount	
1	Ricoh		MP2852SP				
1	Ricoh		FAC52 Cabinet				
1	Ricoh		Fax Option Type 3352				
1	Ricoh		MP2852SP				
1	Ricoh		FAC52 Cabinet				
1	Ricoh		Fax Option Type 3352 <i>MS</i>				
Trade-In/Buyout (Items to be picked up)						Total This Page	
1	Ricoh	557CT	MP2851SP	V8205702257		Total From Addl Equipment List	
1	Ricoh	556CT	MP2851SP	V8205701995		Sales Tax	
						Tax Exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Altech Exemption Certificate	
1) The equipment specified above will be provided at the following rates:							
Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency		Overage Billing Frequency	
	36		\$268.00 <i>MS</i> 244.25	Monthly		Monthly	
Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	0.012700	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Other		
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	<input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Equipment <input type="checkbox"/> MAM <input type="checkbox"/> Used		
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print		Monthly Minimum Number of Color Prints	Overage Rate per Color Print	<input type="checkbox"/> Yes <input type="checkbox"/> No MICR Toner		
Monthly Minimum Number of Misc	Overage Rate per Misc		Monthly Minimum Number of Misc 2	Overage Rate per Misc 2			
Remarks: Mississippi State Contract# 5-600-21461-13. RJ Young will assume full financial responsibility for lease # 100-3125063-100 & 100-3125067-100 with Ricoh USA Inc. City of Long Beach to notify Ricoh USA Inc equipment is available for pick up.							
Signature: <i>X</i> Print Name: _____ Title: _____ Date: _____				Sales Rep: <i>Michelle Fison</i> Date: _____ Sales Manager: _____ Date: _____			



Upon discussion, Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve copier leases as set forth above.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried acknowledging receipt of Revenue/Expense Reports, November, 2013.

Minutes of December 17, 2013
Mayor and Board of Aldermen

There was no action required or taken regarding derelict properties or unfinished business.

Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to approve the Special Event Application submitted by the Long Beach Carnival Association, as follows:

12/3/13
agenda

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION
City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 11/14/13 Time: 4:07P By: R. Carrubba

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the City Clerk at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: CARNIVAL ASSOCIATION OF LONG BEACH

Organization Address: P.O. BOX 120, LONG BEACH MS 39560

Organization Agent: MICHAEL GUNDLACH Title: PRESIDENT

Phone: (228) 697-8088 Work Home: (228) 818-1808 During event: _____

Agent's Address: 713 OLD SAVANNAH DR. LONG BEACH, MS 39560-9601

Agent's E-Mail Address: GUNDLACHCONSTRUCTION@CABLEONE.NET

Event Name: CALB MARDI GRAS PARADE

Please give a brief description of the proposed special event: _____

CALB annual Mardi Gras parade

Event Day(s) & Date(s): Saturday Feb 22, 2014 Event Time(s): 6:00 pm

Set-Up Date & Time: _____ Tear-Down Date & Time: _____

Event Location: Parade Route

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 44

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of December 17, 2013
Mayor and Board of Aldermen**

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: 2/22/14 5pm through Date/ Time 2/22/14 9pm

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO
If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? 1,000 +

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO
If yes, how many? _____

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)
Request Police close streets for route. Have spoken with
Chief McDowell

ADOPTED: 11.15.11-BOARD ACTION

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INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance which names the City of Long Beach as an additional named insured party on the policy. The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

11/14/13
Date
M. W. F. Field
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE - 201 JEFF DAVIS AVENUE - P.O. BOX 929 - LONG BEACH, MS
39560

ADOPTED: 11.15.11-BOARD ACTION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lemon Mohler Insurance Agency 11240 Highway 49 Suite D Gulfport MS 39503		CONTACT NAME: Cindy Reed PHONE (A/C, No, Ext): (228) 832-1139 FAX (A/C, No): (228) 832-0196 EMAIL ADDRESS: creed@lemonmohler.com	
INSURED Carnival Association of Long Beach PO Box 120 Long Beach MS 39560		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 2013 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	PHPK824137	1/13/2013	2/25/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMIT \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER (228) 863-1558 City of Long Beach P O Box 929 Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cindy Reed, CISR
--	--

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Event Title: MARDI GRAS PARADE 2014

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept.: [Signature] Recommend Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept.: [Signature] Recommend Approval: YES NO Est. Economic Impact: \$ 0

Public Works: [Signature] Recommend Approval: YES NO Est. Economic Impact: \$ _____

Traffic Eng.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Parks/REC: [Signature] Recommend Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval _____

Any special requirements/conditions _____

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

Minutes of December 17, 2013 Mayor and Board of Aldermen

The City of Long Beach appreciates your efforts in contributing to the heart and vitality of the City through your proposed Special Event. We recognize that the City of Long Beach is fortunate to have many varied and beautiful parks and friendly streets and neighborhoods, all of which provide wonderful venues at which to hold Special Events.

A special event is defined as one or more of the following situations occur: (1) Outdoor entertainment is being offered; (2) An admission fee is charged; (3) Vendors sell food products/wares; (4) Carnival games/amusement rides are offered; (5) Attendance is double the estimated population in the area where the event is to be held; (6) Purpose of event is a fundraiser; (7) It interferes with parking, safe movement of pedestrians and/or vehicular traffic in the area; (8) Alcoholic beverages are sold; (9) a sports tournament is involved.

To preserve the City's natural resources, while still offering enjoyment, the City may permit the temporary use of public properties or roadways for special activities. The City coordinates the review of these events with various City departments to ensure that the events are conducted safely.

The City Clerk's Office will distribute copies of your application to all City departments or agencies affected by your event. These department or agencies will contact you individually only if they have specific questions or concerns about your event.

PURPOSE: The purpose of the Special Events Policy is to promote uniform procedures to regulate and permit special event activity at locations under the jurisdiction of the City of Long Beach. The Special Event Application is a starting point for any group or individual who wishes to hold an event, parade, assembly, festival, or similar affair, within the municipal limits of the City of Long Beach.

SPECIAL EVENT APPLICATION REQUIRED: This Policy Statement on Special Events covers all special events. Any organization wishing to sponsor or hold a Special Event in the City of Long Beach that takes place on public lands or lands that are controlled by the City of Long Beach will be required to complete the City of Long Beach Special Event Application.

A Special Event within the City of Long Beach that will be conducted on the streets, parks or other public area is required to be approved by the Board of Aldermen. Applications to conduct a Special Event must be made in writing to the Office of the City Clerk. **The Mayor and Board of Aldermen meet on the first and third Tuesday of each month; applications must be received no later than noon on Friday prior to Tuesday's meeting.** Applications are available from the City Clerk's Office and via the City's website at www.cityoflongbeachms.com.

The City will provide a complete review of any special event application, including consultation with the applicant as may be reasonably necessary to resolve problems and/or concerns.

ADOPTED: 11.15.11-BOARD ACTION

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Sponsors of Special Events should be aware that noise generated by the event could have an impact on the neighborhoods near the event site. Sponsors must be considerate of the neighborhood and be aware of the City Noise Ordinance.

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

IMPLEMENTATION

Eligibility Requirements: The application or representative of any business, group or organization that seeks approval to conduct a special event, must be 21 years of age or older and officially designated as the agent of the sponsoring business, group, or organization.

Application Procedure: A Special Event Application must be received in the City Clerk's Office no later than ninety (90) days before the first day of the event. An incomplete application may result in denial of your request. We ask that applicants begin the process as early as possible in order that proper approvals and deadlines are met.

Please submit the following information:

- Signed application
- Map (sketch) of event site, detailing street closures, parking requirements, etc.
- Schedule of Event
- Proof of insurance/indemnification (naming City of Long Beach as an "additional insured")

Mapped Routes

A detailed map or diagram indicating the specific locations and layout of the event must be submitted. This should also include any proposed street closures, proposed route and direction of route including all turns and the number of traffic lanes to be used, if applicable.

Routes for special events must be submitted with the license application, regardless of historical precedent. Proposed routes may be altered at the discretion of the Police Department and the Department of Public Works. In the event that the organizer or sponsor of any special event deviates from the route submitted without the approval of the city, the organizer or sponsor of such special event may be denied a permit for any special event for the following calendar year.

EMERGENCY MEDICAL SERVICES: Due to the vast number of different types of events, along with the anticipated crowd sizes, at a minimum, all event holders should have knowledge of 911 access and someone who is certified in First Aid/CPR. Also, basic First Aid Stations and/or kits should be on site:

ADOPTED: 11.15.11-BOARD ACTION

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LIABILITY INSURANCE REQUIREMENTS: To comply with the City's insurance liability carrier, the City must require that all sponsors of a special event carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional named insured party on the policy.

An event sponsor may request that the Board of Aldermen waive the insurance coverage for an event classified as Low Hazard. A Low Hazard event is a small gathering or ceremony involving not more than 50 people, who are passively participating in the activity, without any physical activity by participants or severe exposure to spectators, and no City services are required. An event sponsor of a Low Hazard event must sign a Hold Harmless and Indemnification Agreement as part of its application process.

City Services: All costs are the responsibility of the permit holder. The Long Beach Police Department reviews and determines which police services the event requires, and if necessary, the amount of security services for the event. Each City Department will list their cost on the Departmental Use form of the application packet.

CLEAN UP: Applicants are responsible for clean up and repairs. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

WRITTEN CONFIRMATION OF CITY APPROVAL: It is expected that the event coordinator or a representative be present at the Board of Aldermen meeting to answer any possible questions that the aldermen may have regarding your proposed event. Please note, if questions arise at the Board of Aldermen meeting, and a representative is not present, your request may be denied.

Upon approval of the Special Event Application, a written confirmation as to the action of the Board of Aldermen will be forwarded to the individual or organization requesting the event by the City Clerk's Office. This confirmation will outline any special conditions that must be met if the event is to be held.

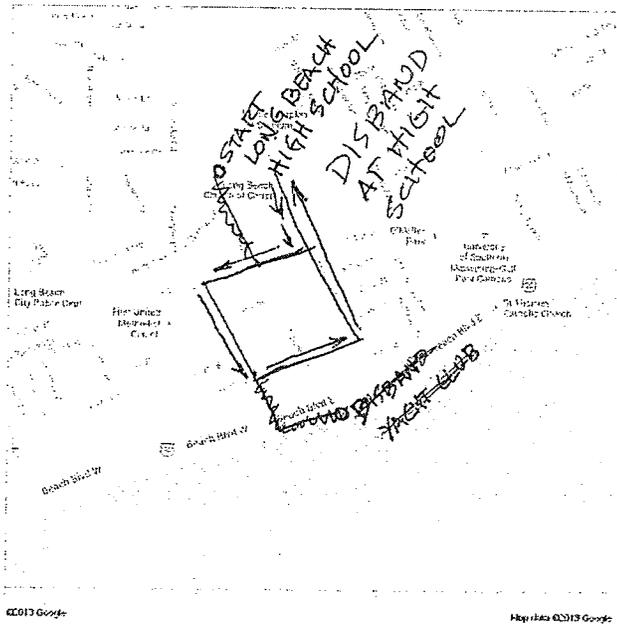
PLEASE CONTACT THE CITY CLERKS OFFICE, WITH QUESTIONS REGARDING THIS POLICY AT (228) 863-1556.

ADOPTED: 11.15.11-BOARD ACTION

Google Maps

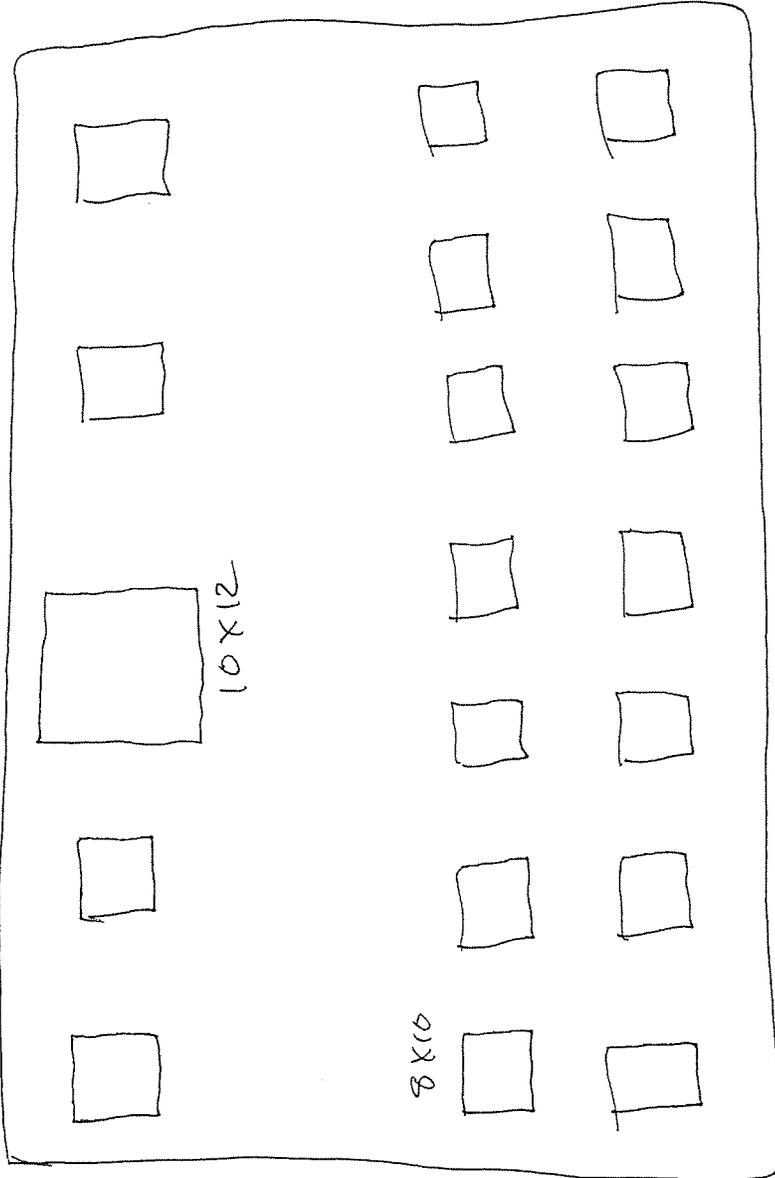
Page 1 of 1

Google



<https://maps.google.com/?ie=UTF8&ll=30.349472,-89.146221&spn=0.01024,0...> 11/13/2013

Minutes of December 17, 2013
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The Mayor recognized the City Attorney for his report and action was taken, as follows:

Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried to approve the lease by and between Darwell Dale Yeager (Lessee) and the City of Long Beach (Lessor); said lease is as follows:

Minutes of December 17, 2013
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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into effective as of January 1, 2014 (the "Effective Date") by and the CITY OF LONG BEACH (hereinafter referred to as "Lessor"), and DARWELL DALE YEAGER, (hereinafter referred to as "Lessee").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants herein contained and for other good, lawful and valuable consideration given and received by each of the parties to be bound hereby, the parties agree as follows:

ARTICLE 1
GRANT

Section 1.1 Land Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, that certain portion of land owned by Lessor, described fully by Exhibit "A" attached hereto as (hereinafter referred to as the "Leased Premises").

ARTICLE 2
TERM AND OPTIONS

Section 2.1 Term The term of the Lease shall consist of an Initial Term of ten (10) years (the "Initial Term"). The Initial Term shall commence on the date of final approval by the Board of Aldermen of the City of Long Beach (the "Commencement Date"). So long as Lessee has complied with all terms, covenants and conditions of this Lease as of the expiration of the Initial Term, Lessee shall have the option to extend the Lease for an additional term of five (5) years under the same terms and conditions of the Initial Term (the "Secondary Term"), except for rent. The rental for the Secondary Term shall be adjusted as provided elsewhere herein. Lessee shall exercise its option to renew by sending written notice thereof, at least sixty (60) days prior to the expiration of the initial term, to Lessor of Lessee's exercise of its option to renew. If Lessee fails to timely give such notice, then the option shall expire and the Lease shall be of no further force or effect at the end of the initial term.

ARTICLE 3
RENT

Section 3.1 Rent Lessee shall pay Lessor rent for the Leased Premises as follows:

A. Base Rent Lessee shall pay to Lessor base rent of Three Hundred no/100 Dollars (\$300.00) per month (the "Base Rent"), payable in advance on the first day of each month.

B. Secondary Term For the secondary term of the lease, rent shall be re-determined by appraisal, in accordance with law.

Section 3.2 Payments All Rent shall be payable at Lessor's place of business or at such other place as Lessor may designate in writing.

Section 3.3 Other Items All costs, expenses, taxes, charges and obligations of every kind relating to the Leased Premises, including, but not limited to the costs of maintaining and repairing the Leased Premises, which may arise or become due during the Term of this Lease shall be paid by Lessee.

ARTICLE 4
USE OF PREMISES; CONSTRUCTION, ALTERATIONS AND EQUIPMENT

Section 4.1 General Lessee may construct additions on the leased premises

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provided all such construction shall be done in good workmanlike manner and shall be in compliance with all applicable laws, codes, ordinances, rules, regulations and orders of federal, state and local governmental and public bodies and agencies having jurisdiction over the performance of such construction work.

Section 4.2 Mechanics or Workman's Liens. Lessee shall keep the Leased Premises at all times during the Term hereof free from mechanics' liens and other liens of like nature created or claimed by reason of transactions made by Lessee.

ARTICLE 5 USE

Section 5.1 General. Lessee shall only use the Leased Premises for the purpose of operating a restaurant, including as an incidental part thereof a bar or entertainment area. Regardless of intended operation or use, Lessee shall always be bound by and always operate in compliance with applicable zoning regulations.

ARTICLE 6 MAINTENANCE

Section 6.1 General. The Leased Premises are accepted by Lessee in their present condition. Lessee shall at all times during the Term of this Lease and at its own expense keep the Leased Premises in good order, condition and repair. Lessee shall indemnify and save harmless Lessor against and from any loss, costs, damage liability and reasonable expenses arising out of or in connection with Lessee's use of the Leased Premises, or any part thereof.

ARTICLE 7 UTILITIES

Section 7.1 Lessee's Obligations for Charges. Lessee shall be solely responsible for and shall promptly pay all charges, when due, for water, sewer, electricity, telephone and any other utility used upon or furnished to the Leased Premises.

ARTICLE 8 TAXES AND ASSESSMENTS

Section 8.1 Real Property Taxes. Lessee shall pay all real property taxes assessed and levied against the Leased Premises.

Section 8.2 Personal Property Taxes. Lessee shall pay any and all personal property taxes levied against Lessee's leasehold improvements, fixtures, equipment, furniture and other personal property located upon the Premises.

ARTICLE 9 INSURANCE AND INDEMNITY

Section 9.1 Indemnification. Lessor shall not be liable to Lessee or Lessee's employees, agents or visitors, or to any other person whatsoever, for any injury to person or damage to property occurring upon the Leased Premises or of any other person entering the Leased Premises under express or implied invitation of Lessee due to any other cause whatsoever and Lessee agrees to carry property damage and general liability insurance for the purpose of saving Lessor harmless to the extent of such coverage.

Section 9.2 Additional Named Insured; Act of Default.

(A) All policies of insurance required hereby shall include Lessor as an additional named insured.

City of Long Beach
Post Office Box 929
Long Beach, MS 39560

In the event any check or instrument drawn by Lessee and delivered to Lessor as payment for any sum due hereunder is dishonored or refused payment, it shall be treated as if no payment had been made.

13.1.2 All payments required to be made by Lessor to Lessee hereunder shall be payable to Lessee at the address herein below set forth, or at such other address as Lessee may specify from time to time by written notice delivered in accordance herewith.

13.1.3 Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested. Alternatively, notice may be delivered hereunder by successfully transmitted facsimile addressed to the parties hereto at the respective addresses set out opposite their names below, or such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

Lessee:

Darwell Dale Yeager
127 East First Street
Long Beach, MS 39560

Lessor:

City of LONG BEACH
POST OFFICE BOX 929
LONG BEACH, MS 39560

ARTICLE 14 MISCELLANEOUS

Section 14.9 No Waiver. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder shall impair any such right or power to be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party requiring the former party's consent or approval shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.

Section 14.10 Entire Agreement Amendment. As of the execution hereof, this Lease contains all covenants and agreements between Lessor and Lessee exclusively relating in any manner to the rental, use and occupancy of the Leased Premises and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the

Minutes of December 17, 2013
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covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Lessor and Lessee. No renewal after this Lease terminates shall be binding on either party unless it be in writing and signed by the Lessor and Lessee.

Section 14.11 Severability. Any provision or provisions of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

Section 14.13. Late Fee and Charges. Should Lessee fail to pay any amounts due hereunder when due after such amounts become ten (10) days delinquent, Lessor shall charge as late fees an additional one and one half percent (1.50%) as late charges of the outstanding balance due, commencing as of the date such amounts were originally due..

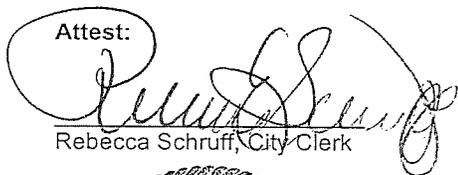
Section 14.15 Time is the Essence. Time is of the essence with respect to all matters provided in this Lease.

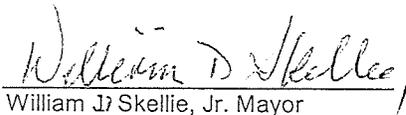
IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed.

Date of Execution: 12/17/13

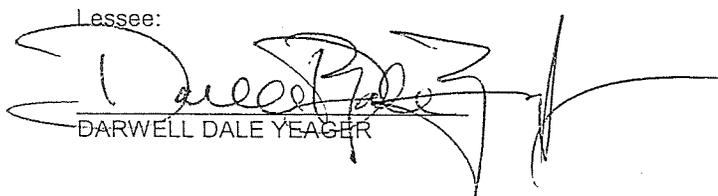
Lessor:

CITY OF LONG BEACH

Attest:

Rebecca Schruoff, City Clerk

By: 
William J. Skellie, Jr. Mayor



Lessee:

DARWELL DALE YEAGER

(B) Failure to have Lessor included and named as an additional named insured on any such policy shall be considered an act of default.

Section 9.3 Hazardous Use. Lessee will not permit the Leased Premises to be used for any purpose which would render the insurance thereon void or the insurance risk materially more hazardous, it being understood and agreed that the use of the Leased Premises in the proper and ordinary conduct of Lessee's business for the purposes set forth above shall not be considered in violation of this Section.

Section 9.4 Indemnification for Host Liquor Liability. Lessee will defend, indemnify, save free and hold harmless the Lessor for any action or damages, including attorney's fees and costs, resulting from a claim relating to host liquor liability.

ARTICLE 10
ASSIGNMENT, SUBLETTING AND
RIGHT OF PURCHASE

Section 10.1 General. Lessee may not assign this Lease, or any interest herein, or sublet the whole or any part of the Leased Premises, nor transfer majority interest or effective control of or interest in Lessee which would effectively transfer control of the subject premises to persons or parties other than those currently owning majority interest in and/or exercising effective control of Lessee without the prior written approval of Lessor.

ARTICLE 11
DEFAULT OF LESSEE

Section 1.1 Events of Default. In addition to any event identified elsewhere herein, the following events shall also be deemed to be events of default by Lessee under the Lease:

- 11.1.1 Lessee shall fail to pay any installment of the Rent and such failure shall continue for a period of ten (10) days after the due date of such installment.
- 11.1.2 Lessee shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of Rent or insurance and such failure shall continue for a period of thirty (30) days after Lessor's written notice thereof to Lessee.
- 11.1.3 Lessee shall file a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.
- 11.1.4 A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee, provided, however, that no default shall occur under this Section 11.1.4 so long as Lessee continues to pay the Rent and is not otherwise in default under any other provision of this Lease).
- 11.1.5 Assignment or subletting by Lessee shall be an act of default unless such assignment or subletting is first approved in writing by Lessor.
- 11.1.6 Lessee shall fail to have in effect or maintain insurance herein required on Leased Premises which includes Lessor as a named insured along with Lessee in which case the provisions of Article 9 shall apply.

**Minutes of December 17, 2013
Mayor and Board of Aldermen**

Section 11.2 Remedies of Lessor. Except as otherwise provided herein, upon the occurrence of any act of default, Lessor shall provide written notice of such default to Lessee. In addition to any other remedies allowed hereunder or by law, and unless otherwise provided herein, Lessee shall have thirty days from the date of such notice to cure any default under the lease. Should Lessee fail to cure any default hereunder, Lessor shall have the option to pursue any one or more of the following remedies after giving written notice to Lessee of the event of default as required herein and after the passing of the appropriate time to cure such default as provided herein:

- 11.2.1 Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in Rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.
- 11.2.2 Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary; and Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such re-letting.
- 11.2.3 Any Notice of Default provided to Lessee shall also be provided to any approved mortgage holder or other creditor who has an approved security interest pursuant to Article 15 herein. Any such approved creditor will have the right to cure the Lessee's default within the same time period allowed for Lessee to cure any item contained in the Notice of Default.

ARTICLE 12

QUIET ENJOYMENT

Section 1.1 General. Subject to the provisions hereof, Lessor warrants and guarantees that it is the owner of the Leased Premises and that it has the full right and authority to enter into and perform this Lease and to grant the estate herein leased, and covenants and agrees that at all times during the term of this Lease, including any extension thereof, when Lessee is not in Lessee's quiet and peaceful enjoyment of the Leased Premises and of all its rights, easements, appurtenances and privileges belonging or otherwise appertaining thereto shall not be disturbed or interfered with by Lessor or any person.

ARTICLE 13

RENT PAYMENT AND NOTICE

Section 13.1 General. Each provision of this instrument or of any applicable governmental laws, ordinances regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessee to Lessor shall be deemed to be complied with when and if the following steps are taken

- 13.1.1 All Rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to:

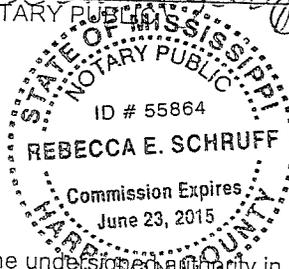
ACKNOWLEDGMENT

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named William J. Skellie, Jr., as Mayor and Rebecca Schruff, as City Clerk, of the City of Long Beach, who acknowledged that he/she signed, sealed and delivered the foregoing instrument on the day and year herein mentioned as the act and deed of the said CITY OF LONG BEACH after being duly authorized so to do and act by its Board of Aldermen.

SWORN TO AND SUBSCRIBED BEFORE ME this, the 17th day of December, 2013.


NOTARY PUBLIC

6/23/15
My Commission Expires:

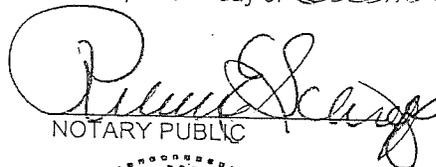


ACKNOWLEDGMENT

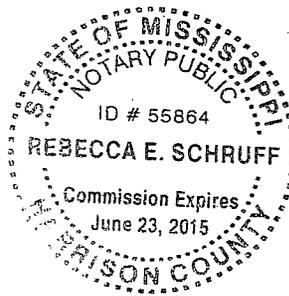
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named DARWELL DALE YEAGER who acknowledged that he/she signed, sealed and delivered the foregoing instrument on the day and year herein mentioned as the act and deed of the said 11th Day of

December, 2013.

SWORN TO AND SUBSCRIBED BEFORE ME this, the 17th day of December, 2013.


NOTARY PUBLIC

6/23/15
My Commission Expires:



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

APPROVED:

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

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruoff, City Clerk