

MUNICIPAL DOCKET

**REGULAR MEETING OF APRIL 7, 2015
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI**

5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. BIDS**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. * PUBLIC COMMENTS-AGENDA ITEMS ONLY**
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. March 17, 2015-Regular**
 - b. March 24, 2015-Work Session**
 - 2. PLANNING COMMISSION**
 - a. March 26, 2015-Regular**
 - 3. PORT COMMISSION**
 - a. March 19, 2015-Regular**
 - b. March 25, 2015-Recess****
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 040715****
- X. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
 - 3. POLICE DEPARTMENT**
 - a. South Mississippi Business Machines Block Labor Agreement**
 - b. Surplus Property**
 - 4. ENGINEERING**
 - a. Final Acceptance; Re-Bid of Bear Bayou Retaining Wall Construction - Twin L Construction, Inc.**
 - 5. CITY CLERK**
 - a. Harassment and Discrimination Policy**
 - b. Interlocal Agreement-Long Beach School District**
 - c. Oath of Office-Municipal Court**
 - 6. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS**
- XI. NEW BUSINESS**
 - 1. Long Beach High School Advertising Sponsorship-Athletic Program**
 - 2. Special Event Application - Wind and Wave Festival**
 - 3. Appointments to Port Commission, At-Large (Mayor) and Ward 1; May/2015-May/2020 - Expiring Terms of Vernon Ehlers and Roger Ladner**
- XII. REPORT FROM CITY ATTORNEY**
- XIII. * PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA**
- XIV. ADJOURN (OR) RECESS**

*** ALL PUBLIC COMMENTS ARE LIMITED TO A MAXIMUM OF TWO (2) MINUTES PER PERSON, NOT TO EXCEED A TOTAL OF TEN (10) MINUTES EACH FOR PUBLIC COMMENTS.**

Minutes of April 7, 2015
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 Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in April, 2015, 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 Mayor and Board of Aldermen proclaimed April 12, 2015, as Claire Boggs Morrison Day in honor of her 100th birthday.

The meeting was called to order and there were no bids, announcements, presentations, amendments, or comments to the agenda.

Alderman Ponthieux made motion seconded by Alderman Young and unanimously carried to approve minutes of the Mayor and Board of Aldermen, as follows:

- Regular meeting dated March 17, 2015, as submitted;
- Work session dated March 24, 2015, as submitted.

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated March 26, 2015, as submitted.

After considerable discussion, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve minutes of the Long Beach Port Commission, as follows:

- Regular meeting dated March 19, 2015, as submitted;
- Recess meeting dated March 25, 2015, as submitted.

Minutes of April 7, 2015
Mayor and Board of Aldermen

Alderman Griffin made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 040715.

There was no report from the Mayor's Office.

There was no action required or taken regarding CDBG matters.

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the Block Labor Agreement, South Mississippi Business Machines and the City of Long Beach, as follows:

Minutes of April 7, 2015
Mayor and Board of Aldermen



BLOCK LABOR AGREEMENT

Account # 045400 Customer Name City of Long Beach
Contract # MC Address or Location Police Department 201 Alexander Rd
Phone # 865-1987 City, State, Zip Long Beach, MS 39560

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the most professional service available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Pre-Purchased Blocks of Labor Terms and Conditions

- On-site service and phone service will be provided during normal business hours (Mon-Fri, 7:30-4:30). Service performed under this agreement will be charged in quarter hour increments. Service performed after 5pm weekdays is charged at time and a half of non-contract rates. Non-contract on-site service rate is \$85.00 per hour, minimum one hour per call. Non-contract phone service rate is \$25.00 per quarter hour, minimum one quarter hour per call.
- Customer agrees to provide suitable electrical service and maintain proper environmental conditions.
- Agreement includes maintenance and troubleshooting of PC's, cabling, print drivers, redirectors, printer monitoring software and scanning software.
- Agreement includes reinstallation of print drivers or associated software due to operating system upgrades and/or restorations.
- Agreement includes restoration and/or reconfiguration of PC's or any problems arising from customer installed applications or peripherals.
- Agreement excludes any loss of business due to the above or any loss of data due to customer's failure to perform daily backups.
- Agreement is for the period of one year or designated hours as stated below, whichever comes first, and begins upon date of customer's signature.
- Agreement is non-transferable and non-refundable.
- Payment and/or signature constitutes acceptance of terms as stated.

\$700.00 for 10 Hours (\$749.00 with 7% tax) \$375.00 for 5 Hours (\$401.25 with 7% tax)

Please indicate which time block you wish to purchase by initialing above and enclosing a check for the amount of purchase including tax (if applicable).

Customer Signature: *Rebecca E. Schurr*
Printed Name: Rebecca E. Schurr
SMBM Rep: Nick Ferrell

Date: 4/1/15
Title: City Clerk
Effective Date: _____

Revised Feb 2012

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to approve Police Department and Public Works surplus property, as follows:

Minutes of April 7, 2015
Mayor and Board of Aldermen

228-863-7292
FAX 228-863-1557



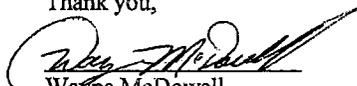
LONG BEACH POLICE DEPARTMENT

P.O. BOX 929 LONG BEACH, MS 39560

Date: March 19, 2015
To: Mayor Skellie
Board of Alderman
Re: Surplus Property

The following list of property is no longer of use to our department or is no longer cost effective to maintain. Therefore, I am requesting that these items be declared as surplus property. Also, Long Beach Auto Auction will be holding an auction in April where property may be disposed of at that time.

Thank you,


Wayne McDowell
Chief of Police

Minutes of April 7, 2015
 Mayor and Board of Aldermen

228-863-7292
 FAX 228-863-1557



LONG BEACH POLICE DEPARTMENT

P.O. BOX 929 LONG BEACH, MS 39560

Date: April 2, 2015

To: Chief W. McDowell

From: Sgt. M. Plavidal

Subject: Surplus Property

I am requesting that the below listed items be declared as surplus property:

Miscellaneous Items

PBT: CMI SD-5, Ser # 18829 – broken on/off button - 21 Nov 14
 Chainsaw: Stihl, Mode # 011AVT
 Taser camera: Ser # V08-031165
 (3) citation clipboards

Electronics

Toshiba portable hard drive, Ser # X1RGC1MMTPL2, 19 Nov 2014
 Router: Netopia 3347WG, Ser # 20942980, 15 Jan 2015
 Camera: Canon Powershot A470, Ser # 7026332852, 19 Feb 15
 Camera: Canon Powershot A470, Ser # 7026332854, 19 Feb 15
 Camera: Kodak Easyshare V803, Ser # KCTGR72782105, 12 Mar 15
 Camera: Kodak Easyshare M530, Ser # KCGMH03009514, 12 Mar 15
 Camera: Olympus C-750, Ser # 261031310, 12 Mar 15
 Camera: Vivitar S529, Ser # E8154121662893, 12 Mar 15
 Camera: Olympus VH-520, Ser # UVE002576, Mar 26, 2015
 Portable Radio: Motorola Radius SP50 ser# 777FZND493 (from old radio system)
 Portable Radio: Motorola Radius SP50 ser# 777FWY0712 (from old radio system)
 Modem: US Robotics, Ser # 2ABLYBJD1109
 External hard drive: Maxtor 500 GB, ser # 2CAV2CMR
 DVD player: Sony, ser # 5036593
 (41) Veho Muvi HD10 wearable video recorders

**Minutes of April 7, 2015
Mayor and Board of Aldermen**

Computers

Dell Optiplex 320, Ser # D2LXHD1 - 11 Aug 2014

Computer Monitors

Dell, Ser # CNOD54287287258P7KGL, 17 Nov 2014

Printers / Scanners / Copiers

Copier: Lanier, Mod # LD/230/MP/3030, Ser # K8664900379

Printer: Dell Mod # 810, Ser # CN0YF243487346683YMJ

Body Armor

Point Blank, Ser # 090000713157 / 143, Expired 2014 - 23 Oct 2014

Point Blank, Ser # 090000713148 / 131, Expired 2014 - 23 Oct 2014

Point Blank, Ser # 090000713144 / 160, Expired 2014 - 28 Oct 2014

Point Blank, Ser # 090000713145 / 129, Expired 2014 - 1 Dec 2014

Point Blank, Ser # 090000713140 / 156, Expired 2014 - 3 Dec 2014

Second Chance, Ser # 05070793, Expired 2012 - 3 Dec 2014

Second Chance, Ser # 10020296, Expired 2007 - 3 Dec 2014

Safariland, Ser # 09054773 / 74, Expired 2014 - 5 Dec 2014

Vehicles

2003 Ford Crown Vic, VIN # 2FAFP71W63X139563

2003 Ford Crown Vic, VIN # 2FAFP71W83X139564

2003 Ford Crown Vic, VIN # 2FAFP71W53X139568

2003 Ford Crown Vic, VIN # 2FAFP71W73X139569

2003 Ford Crown Vic, VIN # 2FAFP71W33X139567

2003 Ford Crown Vic, VIN # 2FAFP71W73X139572

1998 Chevy Silverado truck, VIN # 2GCEC19M9W122491

1999 Ford Taurus, VIN # 1FAPP52U7XG227454

2000 Ford Expedition, VIN # 1FMRU1562YLA76498

Patrol vehicle equipment

(9) center consoles

(7) prisoner partitions

(11) Federal Vista light bars

(13) Federal Arjent light bars

(2) trunk mounting trays

Car camera: Decatur Gemini, Ser # VGD-000236

Minutes of April 7, 2015
Mayor and Board of Aldermen



Memo

To: MAYOR SKELLIE & BOARD OF ALDERMEN
From: DERREL WILSON, DIRECTOR OF PUBLIC WORKS *DW*
Date: 4/7/15
Re: Attached Auction/Surplus List

Attached please find the list of Public Works equipment that we would like to put in the upcoming auction.

Please consider categorizing this equipment as surplus.

Minutes of April 7, 2015
Mayor and Board of Aldermen

2015 AUCTION LIST
CITY OF LONG BEACH - PUBLIC WORKS

ITEM	MODEL	SERIAL #
1997 FORD	F-150	1FTDF17W3VN96920
1999 CHEVROLET	S-10	1GCCS19X2XK198303
ECHO WEEDEATER	SRM-260S	
TABLE SAW		
DRILL PRESS		
SNAPPER RIDING MOWER		41123142
2 EA ALTON GENERATORS	04103-D	

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

Minutes of April 7, 2015
Mayor and Board of Aldermen



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET
GULFPORT, MS 39507

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

March 30, 2015

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

RE: Bear Bayou Retaining Wall Construction (Re-Bid)
Final Acceptance – Twin L. Construction, 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 adjustment of \$0.00. The final amount of the contract is \$55,691.00.
2. Application for Payment Number 2 (Final), in the amount of \$27,333.50, bringing the total of all payments to the amount of \$55,691.00.
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/st: 1990
Enclosures

O:\1990\20140811 Re Final Acceptance Twin L.doc

Minutes of April 7, 2015 Mayor and Board of Aldermen

Change Order
No. 1 Final

Date of Issuance: 7/24/2014 Effective Date: 7/24/2014

Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
Contract: Bear Bayou Retaining Wall Construction (RE-BID) Date of Contract: 3/21/2014
Contractor: Twin L. Construction, Inc. Engineer's Project No.: 1990

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

Description:

1. Adjust quantities to final field conditions.

Attachments: (List documents supporting change):

1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$55,691.00

(Decrease) in Contract Price from previous Change Orders No.
\$0.00

Contract Price prior to this Change Order:
\$55,691.00

(Decrease) in Contract Price due to this Change Order:
\$0.00

Revised Contract Price Incorporating this Change Order:
\$55,691.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 90 Calendar days
Substantial completion (days or date): 7/26/2014
Ready for final payment (days or date): _____

Change In Contract Time from previous Change Orders No.
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): 7/26/2014
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): 7/26/2014
Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

By: _____

Date: 7-30-2014

ACCEPTED:
(CONTRACTOR)

By: Twin L. Const.
[Signature]

Date: 7-24-14

ACCEPTED:
(OWNER)

By: _____

Date: _____

Minutes of April 7, 2015
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 Final PROJECT NO. 1980

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
FEMA PROJECT WORKSHEET NO. 11288								
3-A	Vinyl Sheet Pile Retaining Wall	134 LF.	\$345.00	\$46,230.00		\$0.00	134	\$46,230.00
3-B	Miscellaneous Site Work	11 L.S.	\$2,100.00	\$23,100.00		\$0.00	1	\$2,100.00
3-A**	Cast-In-Place Concrete (P.W.)	7 C.Y.	\$710.00	\$4,970.00	1.577	\$1,120.00	8.677	\$6,161.00
3-B	Compacted Sand #57 Limestone Base (RM)	32 S.Y.	\$55.00	\$1,760.00	(92)	(\$1,120.00)	0	\$0.00
6-A	Demolition	1 L.S.	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00
	Total FEMA Project Worksheet No. 11288			\$55,691.00		\$0.00		\$55,691.00
	TOTAL			\$55,691.00		\$0.00		\$55,691.00

** As a "value engineering" option, Contractor utilized 12" concrete base in lieu of #57 limestone base. Expected performance and total value paid is equivalent or better to original (designed) method.

EA/COC No. C-94 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of April 7, 2015 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 2 Final

TO: City of Long Beach (OWNER)
Contract for: Bear Bayou Retaining Wall Construction (RE-BID) Dated: 3/21/2014

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1990

For work accomplished through the date of: 7/15/2014

CURRENT CONTRACT AMOUNT: \$55,691.00

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$55,691.00
STORED MATERIALS					\$0.00
TOTAL	\$55,691.00				\$55,691.00
(Orig. Contract)	\$55,691.00				
C.O. 1	\$0.00				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 55,691.00
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 55,691.00
_____	LESS PREVIOUS PAYMENTS	\$ 28,357.50
_____	AMOUNT DUE THIS APPLICATION	\$ 27,333.50

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 2 Final inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 7-24, 2014
Twin L Construction, Inc.
8292 Firetower Road
Pass Christian, MS 39571
CONTRACTOR

By: *[Signature]*

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: 7-30, 2014
A. GARNER RUSSELL & ASSOCIATES, INC.
ENGINEER

By: *[Signature]*

Minutes of April 7, 2015
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 2 Final PROJECT NO. 1859

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
FEMA PROJECT WORKSHEET NO. 11248										
L-A	Weld Sheet Pile Retaining Wall	134 L.F.	\$345.00	\$46,230.00	0	\$7,600.00	54	\$18,630.00	54	\$46,230.00
L-B	Interfering Site Work	100% L.S.	\$2,000.00	\$2,000.00	50%	\$1,000.00	50%	\$1,000.00	100%	\$2,000.00
L-A v*	Cast-in-place Concrete (PM)	47 C.Y.	\$710.00	\$33,570.00	0	\$0.00	8,877	\$6,313.00	8,877	\$21,000.00
L-B	Compacted Size #7 Limestone Base (PM)	0 S.Y.	\$10.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
L-A	Demolition	100% L.S.	\$1,200.00	\$1,200.00	100%	\$1,200.00	0	\$0.00	100%	\$1,200.00
Total FEMA Project Worksheet No. 11248				\$82,800.00		\$29,800.00		\$25,943.00		\$55,657.00
TOTAL WORK COMPLETED				\$55,657.00		\$29,800.00		\$25,943.00		\$55,657.00

* As a "value engineering" option, Contractor utilized 2" concrete base in lieu of #7 limestone base. Expected performance and total value paid is equivalent or better to original (design) method.

Minutes of April 7, 2015
Mayor and Board of Aldermen

 **AIA** Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No.: K08991066

PROJECT: <i>(Name and address)</i> BEAR BAYOU RETAINING WALL CONSTRUCTION (RE-BID)	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Construction	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input checked="" type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach, MS 201 Jeff Davis Ave. Long Beach, MS 39560	CONTRACT DATED:	

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

Westchester Fire Insurance Company
436 Walnut Street, WA10G
Philadelphia, PA 19106

, SURETY,

on bond of
(Insert name and address of Contractor)

Twin L Construction, Inc.
8292 Firetower Rd.
Pass Christian, MS 39571

, CONTRACTOR,

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

City of Long Beach, MS
201 Jeff Davis Ave.
Long Beach, MS 39560

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **July 16, 2014**
(Insert in writing the month followed by the numeric date and year.)

Westchester Fire Insurance Company
(Surety)


(Signature of Authorized representative)

Garrett Turner, Attorney-In-Fact
(Printed name and title)

Attest:
(Seal): 

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Minutes of April 7, 2015
Mayor and Board of Aldermen

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authority shall vest in the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise, to the extent that such action is authorized by the Board of Directors provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint by writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which appointment may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which appointment may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer of this person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by the initials on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing resolution shall not be deemed to grant exclusive enjoyment of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, designate and appoint Garret Taffner, Mary Catherine Turner, Meghann Turner, all of the City of BATON ROUGE, Louisiana, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY, this 26 day of September, 2013.

WESTCHESTER FIRE INSURANCE COMPANY

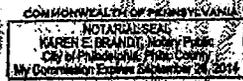


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.
On this 26 day of September, AD 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia this day and year first above written.



Karen E. Brandt
Karen E. Brandt, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a substantially true and correct copy is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16 day of July 2014

William J. Kelly
William J. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 26, 2015.

Minutes of April 7, 2015
Mayor and Board of Aldermen

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

TO: (Owner)

City of Long Beach

ENGINEER'S PROJECT
NO.

1990

CONTRACT FOR:

CONTRACT DATE:

3-21-14

PROJECT:

City of Long Beach
Bear Bayou Retaining Wall Construction
(Re-Bid)

State of:

MS

County of:

Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, 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.

CONTRACTOR:

Twin L Construction, Inc.

(Address)

8292 Firetower Rd

Pass Christian MS 39571

BY:

Richard Lamm

Subscribed and sworn to before me this

24th

day of

July 201

Notary Public:

My Commission Expires:



Janet Lamm
3-31-17

Minutes of April 7, 2015
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Bear Bayou Retaining Wall Construction (Re-Bid)

DATE OF ISSUANCE July 30, 2014

OWNER City of Long Beach

OWNER'S Contract No. _____

CONTRACTOR Twin L. Construction, 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 Twin L. Construction, 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

July 16, 2014
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 April 7, 2015 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: Complete Attachment "A"

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

Punchlist

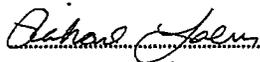
[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

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

Executed by ENGINEER on 7-31, 2014
A. Garner Russell & Associates, Inc.
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 7-30, 2014
Twin L. Construction, Inc.
CONTRACTOR

By: 

OWNER accepts this Certificate of Substantial Completion on
City of Long Beach
OWNER

By:
(Authorized Signature)

Minutes of April 7, 2015
Mayor and Board of Aldermen

Bear Bayou Bulkhead Repairs

Punchlist per Final Inspection of 7/16/2014

- 1. Establish stand of grass
- 2. Repair erosion at NW corner of concrete apron (west of Gulf View).

Based upon the recommendation of Mr. Ball, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve Final Acceptance – Bear Bayou Retaining Wall Construction (Re-Bid), Twin L Construction, Inc., all as set forth above.

Alderman Parker made motion seconded by Alderman Young and unanimously carried to approve the Harassment and Discrimination Policy Number COLB-1.01, effective immediately, as follows:

Minutes of April 7, 2015 Mayor and Board of Aldermen

Policy Number COLB-1.01

Subject: HARASSMENT AND DISCRIMINATION		
Distribution: All City of Long Beach Personnel	Effective Date: April 8, 2015	Number of Pages: Page 1 of 4
Revision Date(s):		

PURPOSE

The purpose of this policy is to maintain a healthy work environment in which all individuals are treated with respect and dignity and to provide procedures for reporting, investigating and resolving complaints of harassment and discrimination. All employees must be aware that they may not engage in any acts that threaten, intimidate, harass, demean or torment fellow employees irrespective of whether the employee is a member of a protected class. It is a violation of this policy even if the act was not so severe or pervasive as to alter the condition of the victim's employment and/or create an abusive work environment. However, the complained of activity must be objectively unreasonable. A single act may suffice. To determine if the activity is unreasonable, the totality of the circumstances surrounding the incident must be assessed.

II. POLICY

It is the policy of this municipality that all employees have the right to work in an environment free of all forms of harassment and discrimination by employees, whether sworn civilian or volunteer, or other non-employees who conduct business with this municipality. This municipality considers harassment and discrimination of others serious employee misconduct.

III. DEFINITIONS

Municipality or Municipal: City of Long Beach, Mississippi
Harassment: Any form of conduct that is objectively unreasonable or offensive and that could result in a hostile or intimidating working environment.
Discrimination: A failure to treat all persons equally where no reasonable distinction can be found between those favored and those not favored.
Office of Professional Standards (OPS): Department Head or Any Supervisor in their department or chain of command responsible for monitoring adherence of employees to this municipal policy, procedures and rules and for conducting investigations of allegations of employee misconduct.

IV. PROHIBITED ACTIVITIES

- A. Prohibited activity under this policy includes but is not limited to the following.
 1. Individuals covered under this policy include municipal members defined as employees and applicants for employment with the municipality, whether appointed, elected, sworn, regular, reserve, or civilian, and all volunteers.
 2. No employee shall either explicitly or implicitly ridicule, mock, deride or belittle any person.
 3. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly.
 4. No employee shall engage in activity such as slander, sabotage, ostracism, badgering, withholding resources, disruptive treatment and/or conduct that intimidates or is hostile, whether this conduct is of a sexual nature or not. Nor shall any employee allow non-employees who conduct business with this municipality to engage in such activity. All prohibited acts of these types will be judged on the basis of conduct that is "objectively reasonable."

RESTRICTED DATA
 The data contained within the policy is proprietary and will not be duplicated, disclosed, or discussed, without the written permission of the Mayor. Data subject to this restriction is contained throughout this policy

Minutes of April 7, 2015 Mayor and Board of Aldermen

Policy Number COLB-1.01

Subject: HARASSMENT AND DISCRIMINATION		
Distribution: All City of Long Beach Personnel	Effective Date: April 8, 2015	Number of Pages: Page 2 of 4
Revision Date(s):		

5. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
 - b. submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
 - c. such conduct is objectively unreasonable even though it may not interfere with an employee's work performance or create an intimidating, hostile or offensive working environment to any employee.
 - d. No employee may perform an objectively unreasonable act upon any employee based upon that person's race, sex, religion, national origin, color, sexual orientation, age or disability.
- B. Supervisors' Responsibilities
 1. Although all employees shall be responsible for preventing harassment and/or discrimination, supervisors shall be responsible for:
 - a. advising employees on the types of behavior prohibited and the municipal procedures for reporting and resolving complaints of harassment and discrimination;
 - b. monitoring the work environment on a daily basis for signs that harassment and discrimination may be occurring;
 - c. stopping any observed acts that may be considered harassment and discrimination, and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision; and
 - d. a supervisor shall utilize all reasonable means to prevent a prohibited act from occurring when he or she knows or should know that an employee will or may perform such an activity.
 - e. No supervisor shall make any employment decision that affects the terms, conditions, or privileges of an individual's employment based on the basis of that person's race, sex, religion, national origin, color, sexual orientation, age or disability.
 - f. taking immediate action to prevent retaliation towards the complaining party and to eliminate the hostile work environment where there has been a complaint of harassment and/or discrimination. If a situation requires separation of the parties, care should be taken to avoid action that punishes or appears to punish the complainant. Transfer or reassignment of any of the parties involved should be voluntary if possible and, if non-voluntary, should be temporary pending the outcome of the investigation.
 2. Any proscribed conduct covered by this policy that comes to the attention of a supervisor shall result in an investigation.
 3. Each supervisor has the responsibility to assist any employee of this municipality who comes to that supervisor with a complaint of harassment and discrimination in documenting and filing a complaint with OPS.

RESTRICTED DATA	
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City of Long Beach, Mississippi	"HARASSMENT AND DISCRIMINATION"

Minutes of April 7, 2015 Mayor and Board of Aldermen

Policy Number COLB-1.01

Subject: HARASSMENT AND DISCRIMINATION		
Distribution: All City of Long Beach Personnel	Effective Date: April 8, 2015	Number of Pages: Page 3 of 4
Revision Date(s):		

- C. Employee Responsibilities
 - 1. Each employee of this municipality is responsible for assisting in the prevention of harassment and discrimination by:
 - a. refraining from participation in or encouragement of action that could be perceived as harassment and discrimination;
 - b. reporting observed acts of harassment and discrimination to a supervisor; and
 - c. encouraging any employee who confides that he or she is being harassed or discriminated against to report these acts to a supervisor.
 - 2. Failure of any employee to carry out their responsibilities as defined in this policy will be considered in any performance evaluation or promotional decision and may be grounds for discipline.
- D. Complaint Procedures
 - 1. Any employee encountering harassment and/or discrimination is encouraged to inform the person that his or her actions are unwelcome and offensive. The employee is encouraged to document all incidents of harassment and discrimination in order to provide the fullest basis for investigation. The employee should be advised that he or she must report such acts.
 - 2. Any employee who believes that he or she is being harassed or discriminated against shall report the incident(s) as soon as possible so that steps may be taken to protect the employee from further harassment and discrimination and so that appropriate investigative and disciplinary measures may be initiated.
 - a. Where the immediate supervisor is involved in the harassment and/or discrimination, the employee may waive filing a complaint with that supervisor and may proceed to a supervisor higher in the chain of command.
 - b. The supervisor or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment and discrimination, any witnesses to the incident(s) and the date(s) on which it occurred.
 - c. That employee taking the complaint shall promptly submit a confidential memorandum documenting the complaint to OPS.
 - 3. OPS shall be responsible for investigating any complaint alleging harassment and/or discrimination.
 - a. OPS shall immediately notify the municipal chief executive if the complaint contains evidence of criminal activity, such as battery, rape, or attempted rape.
 - b. The investigator shall include a determination as to whether other employees are being harassed or discriminated against by the person and whether other municipal members participated in or encouraged the harassment or discrimination.
 - c. OPS shall inform the parties involved of the outcome of the investigation.

RESTRICTED DATA	
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City of Long Beach, Mississippi	"HARASSMENT AND DISCRIMINATION"

Minutes of April 7, 2015
Mayor and Board of Aldermen

Policy Number COLB-1.01

Subject: HARASSMENT AND DISCRIMINATION		
Distribution: All City of Long Beach Personnel	Effective Date: April 8, 2015	Number of Pages: Page 4 of 4
Revision Date(s):		

- d. A file of harassment and discrimination complaints shall be maintained in a secure location. The chief executive officer shall be provided with an annual summary of these complaints.
- 4. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
- 5. Complainants or employees accused of harassment and or discrimination may file a grievance/appeal in accordance with municipal procedures when they disagree with the investigation or disposition of a harassment and/or discrimination claim.
- 6. This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside entity.
- E. Retaliation
 - 1. Retaliation against any employee for filing a harassment or discrimination complaint or for assisting, testifying, or participating in the investigation of such a complaint is prohibited by this municipality.
 - 2. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints.
 - 3. Monitoring to ensure that retaliation does not occur is the responsibility of the chief executive officer, supervisors and the Office of Professional Standards.
- F. Training
 - 1. This municipality shall provide periodic and refresher training concerning the nature of harassment and discrimination in the workplace and prohibitions on such actions defined in the policy.

William Skellie, Jr.
Mayor

RESTRICTED DATA	
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City of Long Beach, Mississippi	"HARASSMENT AND DISCRIMINATION"

Alderman Ponthieux made motion seconded by Alderman Lishen and unanimously carried to approve the Interlocal Agreement by and between the City of Long Beach and the Long Beach School District, as follows:

**Minutes of April 7, 2015
Mayor and Board of Aldermen**

**INTERLOCAL GOVERNMENTAL CORPORATION
AGREEMENT BY AND BETWEEN THE CITY OF LONG BEACH, MISSISSIPPI
AND THE LONG BEACH SCHOOL DISTRICT**

WHEREAS, the citizens of The City of Long Beach, Mississippi have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of The City of Long Beach; and

WHEREAS, the Long Beach School District and The City of Long Beach, Mississippi, desire to continue to work together toward sharing/combining governmental activities in the Long Beach School District in a cost effective manner, which will result in substantial savings to the taxpayers of The City of Long Beach and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the Long Beach School District, through its governing authority, and The City of Long Beach, Mississippi through its Mayor and Board of Aldermen, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-31-1, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of this Agreement is to provide that The City of Long Beach may, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to The Long Beach School District, as more specifically set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely The City of Long Beach, Mississippi, and The Long Beach School District, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of The City of Long Beach and the Long Beach School District.

**Minutes of April 7, 2015
Mayor and Board of Aldermen**

NOW THEREFORE, BE IT RESOLVED BY THE LONG BEACH SCHOOL DISTRICT, by and through its Board of Trustees (hereinafter, "THE SCHOOL DISTRICT") and The City of Long Beach, MISSISSIPPI, by and through its Mayor and Board of Aldermen (hereinafter referred to as "THE CITY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-1, etc. seq, Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the of the State of Mississippi; said Agreement being as follows, to-wit:

SECTION 1: ADMINISTRATION AND ADMINISTRATIVE ENTITY PROVISION

This Agreement will be administered in accordance with the terms and condition set forth herein by the designated representative of the Long Beach School District, under the direction of its Superintendent and governing authority, and the Mayor of The City of Long Beach, Mississippi, under the direction of the Board of Aldermen of The City of Long Beach, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION 2: PURPOSE AND STATUTORY AUTHORITIES

(A) AUTHORITY

Under the provisions of §37-7-301, Mississippi Code of 1972, Annotated, *et seq.*, the Board of Trustees of The Long Beach School District are custodians of all real and personal school property and are charged with the power and duty to manage, control and care for same. Pursuant to the provisions of paragraph (dd) of said section, the Board of Trustees of The Long Beach School District is authorized to enter into contracts or agreements with other school districts, political subdivisions or governmental entities to carry out one or more of the powers or duties of the school board, or to allow more efficient utilization of limited resources for providing services to the public. Pursuant to such authority, and for the purposes of this agreement as set forth herein, the City of

**Minutes of April 7, 2015
Mayor and Board of Aldermen**

Long Beach and the Long Beach School District do hereby agree to concurrent jurisdiction over the real property, walking tracks, driveways, other sports' facilities and drainage within the jurisdiction of the School District. The specific purposes of this Agreement include the following:

1. It is anticipated that the School District will, from time to time, as the need and necessity arises, request the support of the City in the constructing, reconstructing and repairing of roads, walking tracks, parking areas, driveways, other sports' facilities, approaches thereto and related drainage, within the School District's jurisdiction and on property owned by it.
2. Upon adoption of an appropriate Resolution, duly spread upon the official minutes of the Board of Aldermen, the City, in its sole discretion, agrees to assist the School District in constructing, re-constructing and repairing roads, walking tracks, parking areas, driveways, other sports' facilities, approaches thereto and related draining, within the School District's jurisdiction and property owned by it.

SECTION 3: FINANCING

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement, and no funds shall become joint undertaking funds; therefor, no treasurer or disbursing officer need to be identified.

SECTION 4: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5: REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the School District, at the time of such termination or purchased by the School District pursuant to this Agreement shall remain the property of the School District; all real and personal

**Minutes of April 7, 2015
Mayor and Board of Aldermen**

property owned by the City of Long Beach at the time of such termination or purchased by the City pursuant to this Agreement shall remain the property of the City.

SECTION 6: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties property upon partial or complete termination or amendment of this Agreement.

SECTION 7: SEVERABILITY

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 8: TERM OF AGREEMENT

This agreement shall be deemed effective as of July 1, 2015, once and if same has been approved by the Board of Aldermen of the City of Long Beach, The Board of Trustees of the Long Beach School District, and the Attorney General, filed with the Secretary of State, State Auditor and Chancery Clerk of Harrison County, and shall expire on the 30th day of June, 2018, which is the last date of the term of office for the Board of Aldermen. However, the same shall be subject to renewal by City and School District, by Resolution of each entity. It is also agreed and understood that The School District and The City shall notify each other, no later than thirty (30) days prior to the 31st day of May 2018, that they intend to renew or reject the Agreement for another period of time to be agreed upon, but no longer than each governing Board's term of office. If renewed, the Agreement does not need resigning, but a Resolution adopting this Agreement and spread on each governing Board's minutes will suffice. Provided however, this agreement may be terminated by either of the

**Minutes of April 7, 2015
Mayor and Board of Aldermen**

parties, upon 30 days written notice to the Mayor and Board of Aldermen and Superintendent of the School District.

SECTION 9: AMENDMENT

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in Miss. Code Annotated §17-13-1, et. Seq., as amended.

SECTION 10: APPROVAL BY ATTORNEY GENERAL

The School District and the City direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. In the event that disapproval of any section of the services listed herein, the authorities of the School District and of the City will be required to adopt a newly drafted Agreement before any provisions of the Agreement are in effect.

The Secretary of the Board of Trustees of the School District and the City Clerk of the City shall spread this Agreement, after its execution, upon the minutes of the respective governing authorities and shall, upon the return of the approval or rejection upon the minutes of the respective governing authorities noting in the minute book that the original recordation where the Attorney General's approval may be found on the minutes, and said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, recorded in the Office of the Secretary of State, State Auditor and Chancery Court Clerk.

SECTION 11: THE SCHOOL DISTRICT SHALL MAINTAIN LIABILITY INSURANCE

The School District and The City herein agree that it shall be the responsibility of the School District to maintain its own general premises and liability insurance on any matters pertaining to this

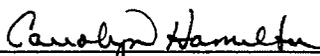
Minutes of April 7, 2015
Mayor and Board of Aldermen

agreement, including but not limited to its real property, walking tracks, driveways, parking areas, other sports' facilities and drainage within the jurisdiction of the School District; capital improvements or any other matter, which is the subject of this Interlocal Cooperative Agreement; a limit of liability no less than \$1,000,000.00. The Long Beach School District herein promises and covenants to pay on demand any deductible amount of self-insured risk or deductible required by any insurance policy of The City which may be utilized by any person, company or entity on any claim made against The City on account of any subject of this Interlocal Agreement, unless any agent or representative of employee is found to have been at fault for which said lawsuit or claim was made. Should the Long Beach School District's insurance carrier withdraw coverage or become insolvent, all claims, litigation cost, attorney fees and any judgment or settlement money will be paid by The Long Beach School District, unless any agent or representative of The City is found at fault.

The parties further agree that no provision in this Agreement waives or extends any person or entities or liability as set forth in §11-46-1, et. seq., of the 1972 Mississippi Code Annotated (Supp. 1997), REFERRED TO AS THE Mississippi State Tort Claims Act.

IN WITNESS WHEREOF, I SUPERINTENDENT of the School District, the officer duly authorized in the premises by the Governing Authorities, do hereby set and subscribe my signature on behalf of the School District to the foregoing Interlocal Governmental Agreement.

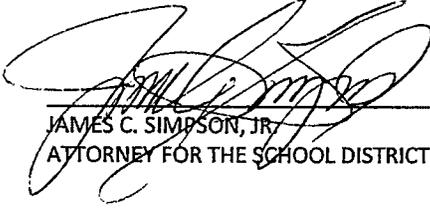
WITNESS OUR SIGNATURES, this the 24th day of March, 20 15


CAROLYN HAMILTON, SUPERINTENDENT

ATTESTED: 
Secretary, Board of Trustees

Minutes of April 7, 2015
Mayor and Board of Aldermen

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT AS TO FORM:



JAMES C. SIMPSON, JR.
ATTORNEY FOR THE SCHOOL DISTRICT



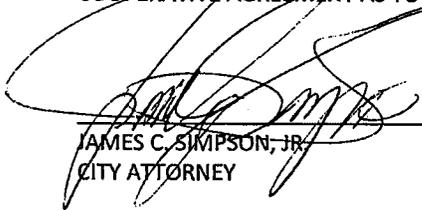
WILLIAM SKELLIE, MAYOR
CITY OF LONG BEACH

ATTESTED


REBECCA SCHRUFF, CITY CLERK



I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL
COOPERATIVE AGREEMENT AS TO FORM:



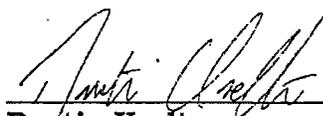
JAMES C. SIMPSON, JR.
CITY ATTORNEY

Alderman Young made motion seconded by Alderman Griffin and unanimously carried to spread the Oath of Office, Dustin Uselton, Municipal Court Prosecutor Pro-Tempore, as follows:

Minutes of April 7, 2015
Mayor and Board of Aldermen

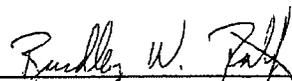
OATH OF OFFICE

I, Dustin Uselton, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Municipal Court Prosecutor Pro-Tempore, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 25th day of March, 2015. So help me God.



Dustin Uselton
City of Long Beach, Mississippi

WITNESS:



Honorable Bradley Rath
Municipal Court Judge

Sworn to and subscribed before me, this the 25th day of March, 2015.

-Seal-  

My Commission Expires 6/23/15

The request to purchase an advertisement to sponsor the Long Beach High School Athletic Program was taken under advisement for further consideration and review at the next regular meeting, April 21, 2015.

Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve the Special Event Application, Wind and Wave Festival, as follows:

Minutes of April 7, 2015
Mayor and Board of Aldermen

Coke Lynn
Steve Kinnear

April 18, 2015
Saturday
Wind/Wave Fest
Harbor-End
of Jeff Davis

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: 3/23/15 Time: 3:59 By: CS

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: Long Beach Community Development
(Formerly LB main Street)

Organization Address: _____

Organization Agent: Shelda Jones Title: Coordinator

Phone: 380-6851 Work Home _____ During event _____

Agent's Address: 11 Partridge Place - LB

Agent's E-Mail Address: slaj007@AOL.com

Event Name: Wind and Wave Festival (Formerly Kite Fest)

Please give a brief description of the proposed special event: kites, kite boarders, food/drink, vendors, bands, beauty contest

Event Day(s) & Date(s): April 18, 2015 Event Time(s): 10 - 4

Set-Up Date & Time: April 18, 2015 7:00 am Tear-Down Date & Time: after 4

Event Location: west parking lot end of Jeff Davis

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

How many years has this event occurred? 2

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 7, 2015
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.

4/18/15

4/18/15

STREET CLOSURES: Start Date/ Time: 7-5 through Date/ Time: 7-5

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:

West Parking lot, beach side, South of Hwy 90

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? 10:00 am Until 4:00 pm

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? 300+

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.)

electrical, stage, tent

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 7, 2015
Mayor and Board of Aldermen

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.

3/23/15
Date

Sheldale Jones
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

Minutes of April 7, 2015
Mayor and Board of Aldermen

Event Title: Wind & Waves Festival

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: \$ _____

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: \$ _____

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 April 7, 2015
Mayor and Board of Aldermen



P. O. Box 1352
Long Beach MS 39560
Email: lbcmsmainstreet@gmail.com

25 March 2015

Mayor William Skellie
Chief Wayne McDowell

RE: Wind and Wave Festival

Dear Sirs:

The Wind and Wave festival is a one day event, Saturday, 18 April 2015, from 10:00 a.m. until 4:00 p.m. in the Long Beach Harbor area, specifically, the parking lot on the west side, south side of Highway 90 at the end of Jeff Davis. The event will include kites, arts and crafts booths, bands, beauty contest, food and drink. The festival is a fundraiser for Long Beach Community Development Association (Long Beach Main Street) to benefit the city of Long Beach.

At the one day event, we would like to have a beer concession and are therefore requesting an exception to Ordinance No. 350, Section 1 through 7.

The kite vendor would like to leave his tent set up for the weekend. He is a new store that opened on Jeff Davis.

Should you have any questions or require any additional information, please contact me at 228-380-6851. Thank you for your consideration and support of the Long Beach Community.

Sincerely,

Shelda Jones
Coordinator
Long Beach Community Development Association

approved
William Skellie
Wayne McDowell



A program of the City of Long Beach, Mississippi

It was noted for the record that the liquor license, liquor liability insurance and certificate of liability insurance will be provided prior to the event.

There came on for consideration the appointment of two (2) commissioners to the Long Beach Port Commission for the term May/2015-May/2020. Upon discussion, Alderman Young made motion seconded by Alderman Griffin and unanimously carried to approve appointments, as follows:

- Mayor Skellie appoints Vernon Ehlers, At-Large;

Minutes of April 7, 2015
Mayor and Board of Aldermen

- Alderman Ponthieux appoints Roger Ladner, Ward 1.

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 Hammons made motion seconded by Alderman Lishen 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. Schruff, City Clerk