

**Minutes of August 4, 2015
Mayor and Board of Aldermen**

The Clerk further reported that three (3) bids were properly filed on July 14, 2015, at 10:00 a.m., in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi and, then and there, publicly opened and read aloud by City Clerk Rebecca E. Schruoff and Project Engineer David Ball; company representatives were also present.

Said bids are as follows:

Brice Electric, Inc.
P.O. Box 1004
Long Beach, MS 39560
COR#: 20749-MC
Bid Amount: \$49,768.00

Duprey Electric, LLC
15019 Dill Road
Saucier, MS 39574
COR#: 17133-MC
Bid Amount: \$46,787.13

RDT Enterprises
1520 29th Avenue
Gulfport, MS 39501
COR#: 12517-MC
Bid Amount: \$10,439.80

Said bids were taken under advisement for review and tabulation with at recommendation, 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

July 30, 2015

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

RE: Electrical System Maintenance
Long Beach Smallcraft Harbor

Ladies and Gentlemen:

The City of Long Beach received bids for the performance of the referenced project on July 14, 2015, and we have enclosed a certified Bid Tabulation. We received three bids properly filed, with somewhat large variation in the total bid prices. Upon further examination of the low bid, it is readily apparent that the low bidder failed to include all relevant costs which will be incurred in the project. This is a significant error in the bid process, and the low bidder has written a letter regarding this issue. He offers a possible option to award the project to him with a change order to cover his error, or he requests that he be allowed to withdraw his bid. Due to legal concerns, we can't award the project to the low bidder with a change order to cover the error, and the next low bidder's price is significantly higher than the City's estimated budget for this work.

Therefore, we recommend that the City reject all bids and authorize immediate readvertisement of the project on the following schedule:

Authorize Advertisement	August 4, 2015
1 st Advertisement	August 10, 2015
2 nd Advertisement	August 17, 2015
Receive Bids	September 8, 2015

If the above schedule is acceptable, we will coordinate minor revisions and updates to the Bid Documents and schedule the advertisement.

Sincerely,

David Ball, P.E.

DB:2029

Minutes of August 4, 2015
Mayor and Board of Aldermen

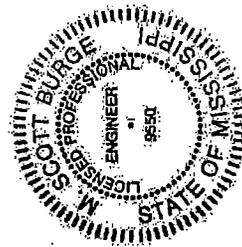
Page 1 of 1

TABULATION OF BIDS
CITY OF LONG BEACH
SMALL CRAFT HARBOR - ELECTRICAL SYSTEM MAINTENANCE

Bid Date: July 14, 2015

CONTRACTORS BIDDING:		Miller Co. Inc.	Brice Electric, LLC	Duprey Electric, LLC
Certificate of Responsibility No.:		12517-MC	20749-MC	17133-MC
Acknowledgement of Addendum No. 1:		Yes	Yes	Yes
Debarment/Non-Collusion Certification:		Yes	Yes	Yes
Bid Bond:		Yes	Yes	Yes

ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1-A-1	ELECTRICAL SYSTEM MAINTENANCE (JUNE - NOVEMBER)	1 L.S.	\$4,809.60	\$4,809.60	\$15,900.00	\$15,900.00
1-A-2	ELECTRICAL SYSTEM MAINTENANCE (DECEMBER - MAY)	1 L.S.	\$4,809.60	\$4,809.60	\$15,900.00	\$15,900.00
1-B	MOBILIZATION (PER EACH WRITTEN NOTIFICATION)	1 L.S.	\$750.00	\$750.00	\$600.00	\$600.00
1-C	REMOVE EXISTING POWER PEDESTAL	167 EA.	\$28.80	\$4,809.60 *	\$28.00	\$4,676.00
1-D	STORAGE OF EXISTING POWER PEDESTAL (PER EACH MONTH)	167 PER MONTH	\$3.00	\$501.00 *	\$2.00	\$334.00
1-E	REINSTALL EXISTING POWER PEDESTAL	167 EACH	\$38.80	\$6,479.60 *	\$74.00	\$12,358.00
TOTAL BID				\$22,199.40 *	\$49,768.00	\$86,914.71 *



* Engineer's Corrected Figure

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

M. Scott Burge

M. Scott Burge, P.E.
Cert. No. 9550

July 15, 2015

Minutes of August 4, 2015
Mayor and Board of Aldermen



14376 County Farm Road
Gulfport, Mississippi 39503

Phone: (228) 832-3352
Fax: (228) 832-3317

July 16, 2015

Mr. David Ball
A Garner Russell and Associates, Inc
520 33rd Street
Gulfport, Ms 39507

Re: City of Long Beach, Ms Electrical Maintenance Bid

MillerCo made a significant error in the bid calculation due to the omission of the \$500,000 performance bond required in the amount of \$8,200.00. I have attached a copy of the quote for said bond in this letter.

I would like to offer the following options:

- 1) If deemed in the best interest of the taxpayers with the cost of said bond being added to bid, MillerCo will accept the job;
 - a. Will the original \$500,000 bond be returned if there is no event at the end of the contract term?
 - b. What will be the start date, end date of the contract term?

OR

- 2) MillerCo requests to remove our bid.

Thank you for your consideration in this matter.


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*MS Licensed Electricians
Complete Services for the Telecommunications Industry*

Based upon the recommendation of Project Engineer David Ball, Alderman Parker made motion seconded by Alderman Young and unanimously carried to reject all bids and readvertise for, "HARBOR ELECTRICAL SYSTEM MAINTENANCE", all as set forth above.

There were no announcements, presentations, proclamations, or amendments to the Municipal Docket.

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Mayor and Board of Aldermen**

The Mayor opened the floor for public comments regarding agenda items, as follows:

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY			
<p>NOTE: All comments <u>shall</u> be directed to the Chairman (Mayor). Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions <u>will not</u> be permitted. Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person. Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.</p>			
	PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	William Leiteritz Barbora Fischer 984-780 1033	XII 1	MDEQ Permit
2	Dave Reed 206-2084 125 Markham	XIII 2	Slabs
3			
4			
5			
6			
7			
8			
9			
10			

City of Long Beach, Mississippi
Mayor and Board of Aldermen Meeting
Date: _____

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

Considerable discussion followed regarding William Leiteritz's request for a permit from MDEQ and it was noted for the record that the matter would be further discussed during the agenda item later during the course of this meeting.

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

- Public Hearings and Regular minutes dated July 21, 2015, as submitted

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Mayor and Board of Aldermen

- Closed and Executive Session minutes dated July 21, 2015, as submitted.

Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated July 23, 2015, as submitted.

Alderman Young made motion seconded by Alderman Parker and unanimously carried to approve the recess meeting minutes of the Long Beach Port Commission dated July 21, 2015, as submitted.

Alderman Griffin made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 080415.

There was no report from the Mayor's Office.

Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to approve the FY 2016 Mississippi Office of Highway Safety Occupation Protection (Seatbelt) Grant Agreement, as follows:

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Mayor and Board of Aldermen



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

ALBERT SANTA CRUZ
COMMISSIONER

July 31, 2015

Mr. Willie Skellie, Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

Dear Mayor Skellie:

Enclosed you will find your Mississippi Office of Highway Safety (MOHS) Grant Agreement for the Fiscal Year 2016. You have been awarded \$10,000.00 for the Occupant Protection program. All FY 2016 grant funds must be expended by September 30, 2016 and the FY 2016 Sub-Grantee Closeout Report must be received in our office no later than COB November 15, 2016.

Please thoroughly read the Grant Agreement as changes have been made for Fiscal Year 2016. Your completed Grant Agreement must be returned to the MOHS by COB September 4, 2015. Please make sure that you complete the following documents when you are returning your Grant Agreement:

1. Signature Page (original signature in BLUE ink)
2. Completed Agreement of Understanding & Compliance
3. Completed Governmental Resolution Form
4. Enclose a copy of your most recent financial audit (please copy your audit to a CD as we have limited filing space)

Failure to return your completed Grant Agreement (and all required documents) by the above stated date will result in the reallocation of these grant funds. Please mail the completed Grant Agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn. Ginny Stubbs
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Program Manager, Ginny Stubbs if you should have any questions concerning the completion of the Grant Agreement. You may reach your Program Manager at 601-977-3730 or gstubbs@dps.ms.gov

Regards,

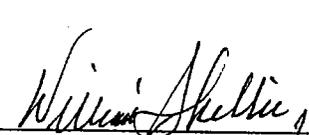
Penny N. Corn

Penny N. Corn, Director
Mississippi Office of Highway Safety

1025 NORTH PARK DRIVE · RIDGELAND, MISSISSIPPI 39157 · TELEPHONE 601-977-3700 · www.dps.state.ms.us

**Minutes of August 4, 2015
Mayor and Board of Aldermen**

FY16 MOHS GRANT AGREEMENT MS Office of Highway Safety 1025 Northpark Drive Ridgeland, MS 39157 Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name City of Long Beach / Long Beach Police Dept. Mailing Address: P.O. Box 929 Long Beach, MS 39560 Telephone Number: 228-865-1981 FAX: 228-863-1556 E-Mail: mplavidal@cityoflongbeachms.com		2. Effective Date of Grant: October 1, 2015 3. Subgrant Number: OP-2016-OP-20-31 4. Grant Identifier (Funding Source & Year): 402 Occupant Protection FY2016 5. Beginning and Ending Dates: October 1, 2015 thru September 30, 2016 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method			
7. CFDA # - 20.600	8. DUNS # - 613773431	9. Congressional District - 4	10. FAIN #: 18X9204020MS16		
11. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$10,000.00	(1) Federal	\$10,000.00		
(2) Personal Services-Fringe		(2) State			
(3) Contractual Services		(3) Local			
(4) Travel		(4) Other			
(5) Equipment					
(6) Commodities					
(7) Indirect Costs					
TOTAL	\$10,000.00	TOTAL	\$10,000.00		
<p>The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement:</p> <p>Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Budget Summary; Cost Summary Support Sheet; and required agency's policies and procedures and Agreement of Understanding and Compliances.</p> <p>All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.</p>					
12. Approved for Grantee: <div style="display: flex; justify-content: space-between; font-size: small;"> Signature Date </div>			13. Approved for Subgrantee: <div style="text-align: center;">  Signature </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Name: Penny Corn Title: MOHS Office Director, Division of Public Safety Planning, MS Office of Highway Safety </div>		

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Mayor and Board of Aldermen

- 2. Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

SINGLE AUDIT ACT:

Agency Heads of law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following:

State or local governments and nonprofit organizations receiving \$750,000 or more a year in total federal funds shall have an audit made in accordance with OMB Circular No. A.133. Audits should be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. Copies of audit reports shall be provided to the MOHS upon completion.

State and Local governments and nonprofits receiving less than \$750,000 a year in total federal funds shall be governed by audit requirements prescribed by state or local law or regulations. Copies of audit reports shall be provided to the MOHS upon completion.

Subgrantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit within ninety (90) days of the Implementation of the grant.

ASSURANCE REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, CITY OF LONG BEACH (sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

<u>William Skellie, Jr</u>	<u>8/4/15</u>
Authorized Official's Signature (Grantee, Sub-grantee or Sub-grantee)	Date
<u>WILLIAM SKELLIE, JR</u>	<u>MAYOR</u>
[Typed or Printed Name]	[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

Minutes of August 4, 2015
Mayor and Board of Aldermen

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the CITY OF LONG BEACH
(Governing Body of Unit of Government)

Herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF LONG BEACH
(Governing Body of Unit of Government) MAYOR AND BOARD OF ALDERMEN

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION LONG BEACH # MISSISSIPPI, THIS 4th Day of AUGUST, 20 15 AS FOLLOWS:

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. William Skellie, JR., Mayor is authorized to accept, on behalf of the (Name and Title of Representative) Subgrantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 10,000.00 to be made to the Subgrantee defraying the cost (Federal Dollar Requested) of the project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ 0 as required by the project. (If Applicable) (Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: August 4, 2015
(Chairman of the Board/Mayor-Blue Ink)

Alderman/Councilperson BERNIE PARKER offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Kelly GRIFFIN and, was duly adopted.

Date: 8/4/15
Attest: [Signature]
By: [Signature]
(Blue/Ink)



Minutes of August 4, 2015
Mayor and Board of Aldermen



July 31, 2015

MS Department of Public Safety
Division of Public Safety Planning
Governor's Office of Highway Safety
1025 North Park Drive
Ridgeland, MS 39157

Re: Request for Authorization as Secondary Signatory Official for
Sub-grant# 16-OP-203-1 Impaired Driving Program

To whom it may concern:

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the City of Long Beach has authorized and approved Mike Plavidal and/or William Seal to sign any/all forms related to this contract with the exception of contracts and/or budget modifications. Upon approval of this request said person will then be responsible/liable, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Should you have any questions or need additional information, please contact my office at 228-863-1556. Thanks in advance for your cooperation in this matter.

Sincerely,

William Skillie, Jr.
Signature of Authoring Official (sign in blue ink)

William Skillie, Jr., Mayor, City of Long Beach
Print Name of Authorizing Official

City of Long Beach, Long Beach Police Dept.
Agency's/Dept.'s Name and mailing Address
P.O. Box 929 / 201 Alexander Ave.
P.O. Box/Street Address
Long Beach, MS 39560
City, State, Zip Code

Secondary Official's Signature (sign in blue ink) Date

William Seal
Print Name of Authorizing Official

[Signature] 31 July 15
Secondary Official's Signature (sign in blue ink) Date

Mike Plavidal
Print Name of Authorizing Official

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the FY 2016 Mississippi Office of Highway Safety Alcohol Impaired Driving (DUI) Grant Agreement, as follows:

Minutes of August 4, 2015
Mayor and Board of Aldermen



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

ALBERT SANTA CRUZ
COMMISSIONER

July 31, 2015

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

Dear Mayor Skellie:

Enclosed you will find your Mississippi Office of Highway Safety (MOHS) Grant Agreement for the Fiscal Year 2016. You have been awarded \$15,566.00 for the 154 Alcohol Impaired Driving program. All FY 2016 grant funds must be expended by September 30, 2016 and the FY 2016 Sub-Grantee Closeout Report must be received in our office no later than COB November 15, 2016.

Please thoroughly read the Grant Agreement as changes have been made for Fiscal Year 2016. Your completed Grant Agreement must be returned to the MOHS by COB September 4, 2015. Please make sure that you complete the following documents when you are returning your Grant Agreement:

1. Signature Page (original signature in BLUE ink)
2. Completed Agreement of Understanding & Compliance
3. Completed Governmental Resolution Form
4. Enclose a copy of your most recent financial audit (please copy your audit to a CD as we have limited filing space)

Failure to return your completed Grant Agreement (and all required documents) by the above stated date will result in the reallocation of these grant funds. Please mail the completed Grant Agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn. Virginia Stubbs
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Program Manager, Virginia Stubbs, if you should have any questions concerning the completion of the Grant Agreement. You may reach your Program Manager at 601-977-3730 or gstubbs@dps.ms.gov.

Regards,

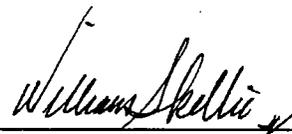
Penny N. Corn

Penny N. Corn, Director
Mississippi Office of Highway Safety

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**Minutes of August 4, 2015
Mayor and Board of Aldermen**

<p>FY16 MOHS GRANT AGREEMENT MS Office of Highway Safety 1025 Northpark Drive Ridgeland, MS 39157 Phone: (601) 977-3700; Fax: (601) 977-3701</p>

1. Subgrantee's Name: Long Beach Police Department Mailing Address: P.O. Box 929 Long Beach, MS 39560 Telephone Number: 228-865-1981 FAX: 228-863-1556 E-Mail: mplavidal@cityoflongbeachms.com		2. Effective Date of Grant: 10/01/2015 3. Subgrant Number: 154AL-ST-2016-ST- 20-31 4. Grant Identifier (Funding Source & Year): 154 AL IMPAIRED DRIVING FY16 5. Beginning and Ending Dates: 10/01/2015-09/30/2016 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method			
7. CFDA # - 20.607	8. DUNS # - 613773431	9. Congressional District - 4	10. FEIN #: 18X9205464MS16		
11. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$14,124.50	(1) Federal	\$15,566.00		
(2) Personal Services-Fringe		(2) State			
(3) Contractual Services		(3) Local			
(4) Travel		(4) Other			
(5) Equipment	\$1,015.50				
(6) Commodities	426.00				
(7) Indirect Costs					
TOTAL	\$15,566.00	TOTAL	\$15,566.00		
The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Budget Summary; Cost Summary Support Sheet; and required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.					
12. Approved for Grantee:			13. Approved for Subgrantee:		
					
<small>Signature</small>	<small>Date</small>	<small>Signature</small>	<small>Date</small>		
Name: Penny Corn Title: MOHS Office Director, Division of Public Safety Planning, MS Office of Highway Safety		Name: <i>William Skellie</i> Title: <i>MAYOR</i>		8/4/15	

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Mayor and Board of Aldermen

- 2. Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

SINGLE AUDIT ACT:

Agency Heads of law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following:

State or local governments and nonprofit organizations receiving \$750,000 or more a year in total federal funds shall have an audit made in accordance with OMB Circular No. A.133. Audits should be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. Copies of audit reports shall be provided to the MOHS upon completion.

State and Local governments and nonprofits receiving less than \$750,000 a year in total federal funds shall be governed by audit requirements prescribed by state or local law or regulations. Copies of audit reports shall be provided to the MOHS upon completion.

Subgrantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit within ninety (90) days of the Implementation of the grant.

ASSURANCE REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, _____ (sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

	<u>8/4/15</u>
Authorized Official's Signature (Grantee, Sub-grantee or Sub-grantee)	Date
<u>William Skellie, Jr</u>	<u>Mayor</u>
[Typed or Printed Name]	[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

Minutes of August 4, 2015
Mayor and Board of Aldermen

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the MAYOR AND BOARD OF ALDERMEN, LONG BEACH, MS
(Governing Body of Unit of Government)

Herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN,
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION LONG BEACH MISSISSIPPI,
THIS 4th Day of AUGUST, 20 15 AS FOLLOWS:

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. William Skellie, Jr., Mayor is authorized to accept, on behalf of the
(Name and Title of Representative)
Subgrantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 15,566.00 to be made to the Subgrantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ 0 as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: AUGUST 4, 2015
(Chairman of the Board/Mayor-Blue Ink)

Alderman/Councilperson GARY BOUTHIEUX offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson LEONARD CARROLL and, was duly adopted.

Date: 8/4/15
Attest: [Signature]
By: [Signature]
(Blue Ink)



Minutes of August 4, 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

July 31, 2015

MS Department of Public Safety
Division of Public Safety Planning
Governor's Office of Highway Safety
1025 North Park Drive
Ridgeland, MS 39157

Re: Request for Authorization as Secondary Signatory Official for
Sub-grant# 16-ST-203-1 Impaired Driving Program

To whom it may concern:

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the City of Long Beach has authorized and approved Mike Plavidal and/or William Seal to sign any/all forms related to this contract with the exception of contracts and/or budget modifications. Upon approval of this request said person will then be responsible/liable, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Should you have any questions or need additional information, please contact my office at 228-863-1556. Thanks in advance for your cooperation in this matter.

Sincerely,

Signature of Authorizing Official (sign in blue ink)

William Skillie, Jr., Mayor, City of Long Beach
Print Name of Authorizing Official

City of Long Beach, Long Beach Police Dept.
Agency's/Dept.'s Name and mailing Address

P.O. Box 929 / 201 Alexander Ave.
P.O. Box/Street Address

Long Beach, MS 39560
City, State, Zip Code

Secondary Official's Signature (sign in blue ink) Date

William Seal
Print Name of Authorizing Official

Secondary Official's Signature (sign in blue ink) Date

Mike Plavidal
Print Name of Authorizing Official

Based upon the recommendations of Department Heads and certification by the Civil Service Commission, Alderman Griffin made motion seconded by Alderman Carrubba and unanimously carried to approve personnel matters, as follows:

Minutes of August 4, 2015
Mayor and Board of Aldermen

POLICE DEPARTMENT:

- Step Increase, Police Officer 1st Class Jeremy Bammert, PS-9-I, effective September 16, 2015;
- Step Increase, Admin. Detective Brian Beeman, PSA-10-X, effective August 16, 2015;
- Step Increase, Police Officer 1st Class Joshua Bundy, PS-9-B, effective August 16, 2015;
- Step Increase, Admin. Lieutenant Keith Ladner, PSA-12-XI, effective September 16, 2015;
- Step Increase, Police Officer 1st Class Daniel Marks, PS-9-I, effective August 16, 2015;
- Step Increase, Dispatch 2nd Class Emanuela Pollano, PS-2-B, effective September 1, 2015;
- Step Increase, Dispatcher Jessica Skinner, PS-3-IV, effective September 16, 2015.

FIRE DEPARTMENT:

- Step Increase, Driver/Operator Jared Allen, FS-10-XI, effective August 16, 2015;
- Step Increase, Lieutenant Dane McGoey, FS-12-VIII, effective August 16, 2015;
- Step Increase, Division Chief Joe Stapleton, FSA-13-XI, effective August 16, 2015;
- Step Increase, Driver/Operator Josh White, FS-10-V, effective August 16, 2015.

There came on for consideration a letter from Fire Chief Mike Brown, as follows:

Minutes of August 4, 2015
Mayor and Board of Aldermen

LONG BEACH FIRE DEPARTMENT

Chief Mike Brown

645 Klondyke Road
Long Beach MS 39560

Phone(228) 863-7292
Fax (228) 868-0070

07/31/2015

Becky Schruff, City Clerk
City of Long Beach

Reference: Equipment Surplus

Becky,

I am requesting the below list of equipment be put on the agenda to be declared surplus. The public auction is scheduled for September 12, 2015. If this equipment does not meet the required reserve we will request it to be put back in the Fire Department's inventory. If you have any questions concerning this matter please call me.

2010 Cobia 237SE Center Console Boat	CBASY004B010
2010 TAL2324 Boat Trailer	1S9BB2326AW542737
2009 Yamaha 225 Outboard Motor	69JX-1032064

Thank You,

Chief Mike Brown

CC: File

Based upon the recommendation of Chief Brown, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to declare Fire Department surplus property, all as set forth above.

There came on for consideration a letter with attachments from Fire Chief Brown, as follows:

Minutes of August 4, 2015
Mayor and Board of Aldermen

July 31, 2015

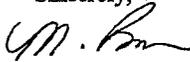
To: Mayor and Board of Alderman

From: Chief Mike Brown

Re: Purchase of dispatch consoles

The Long Beach Fire and Police Departments are in the process of remodeling the dispatch center located at the central fire station. As part of the remodeling project we need to purchase three new dispatch consoles. We are asking to purchase the consoles from Xybix Systems Inc., a sole source provider. The cost of the three consoles with installation is \$35,549.12 and the total cost of the consoles and installation, will be reimbursed from the Mississippi Department of Public Safety DPS fund. Thank you for your consideration.

Sincerely,



Mike Brown
Fire Chief

**Minutes of August 4, 2015
Mayor and Board of Aldermen**

June 23, 2015

City of Long Beach
William Seal
645 Klondyke Road
Long Beach, MS 39560

Re: Sole Source Letter

Xybix is the manufacturer of the ErgoPower and we sell direct to the end user. Xybix does not offer our product to any resellers or distributors.

The rationale for the purchase of ErgoPower Dispatch Console Furniture is a combination of factors which relate to the performance of the product in the intense, stressful high pressure working environment of an E-911 Communications Center. ErgoPower Dispatch Consoles are designed to provide the most comfortable and least stressful work environment possible.

Listed in order of importance are critical areas of performance:

- I. **Ergonomics - Adjustment Range** - XYBIX is the only Dispatch Console manufacturer to fully meet the monitor and keyboard positioning guidelines established by the Human Factors and Ergonomics Society in their *American National Standard for Human Factors Engineering of Visual Display Terminal Workstations and its most recent version BSR/HFES 100 - 2007*. This is especially critical at the lowest monitor settings to enable the 5th percentile seated female user to view large monitors (23") at proper view angles of -15° to -20° downward from horizontal eye level. This requires that the monitors go lower than the keyboard surface.
- II. **Ergonomics - I-Fit® Computer Control Software** - XYBIX is the only Dispatch Console manufacturer to offer a software product which can properly position every user at any console - either seated or standing - automatically at the click of a mouse. This is particularly important because it is completely effortless to the user and it removes the issues of motivation and retention of training from the goal of getting all your valuable employees in their most comfortable and stress - free working postures. I-Fit® was developed internally by XYBIX and patents are pending on several aspects of its function.
- III. **DataDock - Keyboard surface mounted quick connect and disconnect for mice and keyboards.** - The ability for the dispatcher to disconnect and connect keyboards and mice from either USB or PS2 from an easy access port in the top of the keyboard surface. The DataDock also lets the dispatcher plug in either RJ11 or RJ45 cords for phone and data. This lets a dispatcher replace a keyboard or mouse without having to crawl under the station potentially unplugging the wrong thing. This is exclusive to Xybix.



8207 SouthPark Circle • Littleton, CO 80120
o. 800.788.2810 f. 303.683.5454
www.xybix.com

Minutes of August 4, 2015 Mayor and Board of Aldermen

- IV. **Strength and stability of the console - Monitor Surface** - The monitor surface must be capable of supporting up to five monitors while retaining its stability at full extension. This is particularly important in areas subject to seismic activity.
- V. **Ease of access to electronic equipment** - Electronic equipment must be positioned in such a way as to permit easy access for re-booting or service of CPU's without removing panels or crawling under the console in the dark. Xybix designs all electronics cabinets with roll-out shelves for up front easy access and built-in positive ventilation to keep equipment cool. This makes service easier for both your "techs" and outside contractors.
- VI. **Wire Management - Panel Enclosure** - The XYBIX panel enclosure is designed to act as a supplemental raceway which provides easy access and separation of hi voltage electrical power from category 5e / 6 cabling and RF cabling as well. Panel Top cap can be removed for instant access to a wire raceway. Future equipment cabling can be added in minutes without disrupting the function of the communication center. This is important because ease of access in the panel enclosure means that fewer "taps" into the floor are required and the interior of the system can also be used for mounting accessory boxes for TDD's and other equipment.
- VII. **Wire Management - Console** - All XYBIX consoles are equipped with a 3" x 4" "**J**" **channel** around the back of the monitor surface which is useful for managing cords and transformers from monitors, task lights and other desktop equipment. Cables can be simply "laid in" with no requirement for zip ties or Velcro retention straps. All cables from the input surface to the monitor surface **and** from monitor surface to CPU cabinet or panel enclosure are housed in an easy access "energy chain". This feature prevents random cables hanging under the console and assures proper cable bend radii are maintained, yet still allows easy access for service.
- VIII. **Wire Management - CPU Cabinets** Wires and cables in CPU cabinets must be managed so as to avoid entanglement when CPU shelves are moved in and out. XYBIX's flexible cable management arm keeps all cables securely attached and allows the CPU's to be moved in and out while keeping cables organized. Space below the cabinet is available for storage of excess cable length.
- IX. **Rollervision** - Rollervision is a focal depth adjuster for LCD monitors and is patented by Xybix. Rollervision is a vital component of a total ergonomic solution. Monitors are arranged to maintain equal focal depths, yet be simultaneously adjusted fore and aft up to 10" with a single easy motion. Rollervision has many different mounting arrangements and can hold up to 8 monitors in a double stacked configuration. This unique product was invented by XYBIX and is only available as a part of the XYBIX total solution.
- X. **GreenGuard Certification** is an issue that both private and governmental entities must incorporate into their planning for new and renovated facilities. Reduced emissions from office and institutional furnishings are a key component of "green" construction techniques. Nine states have already mandated green construction for all public buildings. It is only prudent for manufacturers to begin the process of



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Minutes of August 4, 2015
Mayor and Board of Aldermen



changing their products to minimize or eliminate harmful emissions. Xybix passed the stringent GreenGuard certification for our entire console.

- XI. **Collision Detection Technology** – User safety is a critical component of console design. Any moving surface has the potential for entrapment of hands, arms or equipment if it is inadvertently run up or down onto a fixed object. XYBIX Collision Detection Technology (CDT) incorporates sensing devices which will immediately stop and reverse 5 cm if any unusual load is detected. This technology works when the surface is moving up or down and works on both the monitor and the keyboard surface. CDT technology is far superior to a "safety bar" which only works on the keyboard surface under the kneespace and only in the down direction:

Sincerely,

Kenneth R Carson
Vice President/Owner
Xybix Systems, Inc.



8207 SouthPark Circle • Littleton, CO 80120
o. 800.788.2810 f. 303.683.5454
www.xybix.com

Minutes of August 4, 2015
 Mayor and Board of Aldermen

Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton, CO 80120
 Phone:303-683-5656
 Fax:303-683-5454
 CatherineM



Quote

Quote Number: 17254

Quote Date: 7/28/2015
Revision: A
Orig Create Date: 7/28/2015
Expires: 10/26/2015
Opp #: 0011693
Page: 1 of 3

Terms: 50% DEP;40% INSTALL;10% PUNCH

<p>Quote To: Acct LONCITLOMS City Of Long Beach Police Departme 645 Klondyke Road Long Beach MS 39560</p>	<p>Ship To: City Of Long Beach Police Department 645 Klondyke Road Long Beach MS 39560</p> <hr/> <p>Sales Person: MEGAN LEWIS Rep Phone: Email: meganl@xybix.com</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Xybix is not registered to collect sales tax in the state of Mississippi, and any sales tax due on your transaction will need to be paid directly by you to your State agency (this is commonly referred to as USE Tax).

-07.28.15 - R3 Standard Pricing. com

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	12343.	Panel System Priced by the Linear Foot Grade 2Fabric 12343-1-SS - 42-48in - 28 LF @ 150 12343-1-DS - 42-48in - 11LF @ 203 12344-1-SS - 65in - 0 LF @ 202 12344-1-DS - 65in - 0 LF @ 281 Upper Tiles Fabric Color: TBD Grade 2 G2 Lower Tiles Fabric Color: TBD Grade 2 G2 Panel Trim Color: Black	1	EA	\$6,433.00	36	\$4,117.12	\$4,117.12
1.01	13771.	Panel Tile 11435-18HX24W W-Fabric	2	EA	\$137.00	50	\$68.50	\$68.50
1.02	13771.	Panel Tile 11437-18HX36W W-Fabric	3	EA	\$137.00	50	\$68.50	\$137.00
1.03	14145-BLK	Cable Pole 96" - Alum Black	4	EA	\$85.00	50	\$42.50	\$255.00
2.00	14497.	Adj. Table Worksurface - Dual Surface - Straight - 60W x 44D 10 RV-Cable Management Included	5	EA	\$1,187.00	50	\$593.50	\$593.50
2.01	14486.	Adj. Table Worksurface - Dual Surface - Corner - 72L x 72R 10 RV-Cable Management Included	5	EA	\$1,848.00	50	\$924.00	\$1,848.00
3.00	11064LRG	ErgoPower X4+ Table Base - Large	7	EA	\$5,324.00	50	\$2,662.00	\$7,986.00
4.00	12758.	Monitor Mount - Rollervision - - 1HI - Straight - Dual Surface - 60W x 44D 10 RV - 12076 - Std VESA Monitor Mount Qty = 3	3	EA	\$2,308.00	50	\$1,154.00	\$1,154.00
4.01	12757.	Monitor Mount - Rollervision - - 1HI - Corner - Dual Surface - 72L x 72R 10 RV - 12076 - Std VESA Monitor Mount Qty = 5	5	EA	\$2,758.00	50	\$1,379.00	\$2,758.00

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Minutes of August 4, 2015
 Mayor and Board of Aldermen

Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton, CO 80120
 Phone:303-683-5656
 Fax:303-683-5454
 CatherineM



Quote Number: 17254

Quote Date: 7/28/2015

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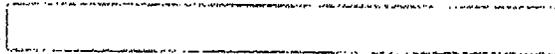
Page: 2 of 3

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

5.00	12904	DataDock - Keyboard Surface Cable Organizer Cables Sold Separately	¹⁰	2.0 EA	\$393.00	50	\$196.50	\$393.00
5.01	12904	DataDock - Keyboard Surface Cable Organizer Cables Sold Separately	¹¹	1.0 EA	\$393.00	50	\$196.50	\$196.50
5.02	11677	Ext Cable USB Type A to Type A Panel Mount for Datadock Male/Female 5M (16.4')	¹²	24.0 EA	\$34.00	50	\$17.00	\$408.00
5.03	13166	Datadock - Panel Mount RJ45 CAT6 Coupler	¹³	6.0 EA	\$53.00	50	\$26.50	\$159.00
5.04	13101	Ext. Monitor Replacement Cable DVI-D Male/Male 5M (16' 4")	³⁹	8.0 EA	\$114.00	50	\$57.00	\$456.00
5.05	15031	CAT5 DVI Extender	⁴⁰	5.0 EA	\$90.00	50	\$45.00	\$225.00
5.06	15071	CAT6 Patch Cable 25' Black	⁴¹	5.0 EA	\$36.00	50	\$18.00	\$90.00
5.07	11132	Ext Audio Cable 3.5mm Jack Male/Female 25'	⁴²	6.0 EA	\$34.00	50	\$17.00	\$102.00
6.00	11792.	Power Bar - 10 Outlet	¹⁸	6.0 EA	\$135.00	50	\$67.50	\$405.00
6.01	14976	6 Outlet Power Strip 25'	¹⁷	1.0 EA	\$144.00	50	\$72.00	\$72.00
6.02	11526	Grounding Kit Buss Bar and Panel Frame R-56	¹⁸	3.0 EA	\$735.00	50	\$367.50	\$1,102.50
8.00	15462	Dual Shelf Under Surface 19W x 9D - Metal	⁴³	2.0 EA	\$254.00	50	\$127.00	\$254.00
8.01	15463	Shelf Under Surface 19W x 9D - Metal	²²	1.0 EA	\$127.00	50	\$63.50	\$63.50
8.02	15475	Shelf Under Surface Rackmount Upgrade	²³	3.0 EA	\$25.00	50	\$12.50	\$37.50
10.00	12033.	Return Worksurface - 18Wx36D	²⁶	1.0 EA	\$410.00	50	\$205.00	\$205.00
10.01	12033.	Return Worksurface - 24Wx36D	²⁷	1.0 EA	\$410.00	50	\$205.00	\$205.00
10.02	12033.	Return Worksurface - 18Wx44D	²⁸	1.0 EA	\$410.00	50	\$205.00	\$205.00
11.00	13629.	CPU Cabinet - Tech Tower 18Wx48H Single Left Access with Sliding Shelf	²⁹	1.0 EA	\$1,672.00	50	\$836.00	\$836.00
11.01	13630.	CPU Cabinet - Tech Tower 26Wx48H Single Left Access with Sliding Shelf	³⁰	1.0 EA	\$2,006.00	50	\$1,003.00	\$1,003.00

QuotForm:001:00



Minutes of August 4, 2015
 Mayor and Board of Aldermen

Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton, CO 80120
 Phone:303-683-5656
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 CatherineM



Quote

Quote Number: 17254

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Page: 3 of 3

Terms: 50% DEP;40% INSTALL;10% PUNCH

11.02	13630.	CPU Cabinet - Tech Tower 26Wx48H Single Right Access with Sliding Shelf	31	1.0	EA	\$2,006.00	50	\$1,003.00	\$1,003.00
12.00	11352.	Drawer Pedestal - Fixed - Single - 16W - 6-6-12 Drawers 22D -	32	2.0	EA	\$998.00	50	\$499.00	\$998.00
12.01	12428.	Drawer Pedestal - Fixed - Bookcase Left - 24W - 6-6-12 Drawers 22D -	33	1.0	EA	\$1,103.00	50	\$551.50	\$551.50
18.00	12561.	U-Channel Support - Side Mount	34	1.0	EA	\$158.00	50	\$79.00	\$79.00
19.00	10176	Cup Holder - Blk	35	3.0	EA	\$95.00	50	\$47.50	\$142.50
90.00	12356	Installers Kit	37	3.0	EA	\$-		\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	38	1.0	EA	\$-		\$0.00	\$0.00

Line(38) - Miscellaneous Charge -	
Freight - PartTruck NonTaxable	\$2,670.00
Installation - Non-Taxable	\$4,770.00

List Price Total	\$54,417.00	Lines Total:	\$28,109.12
		Line Miscellaneous Charges Total:	\$7,440.00
		Quote Total:	\$35,549.12

Note 1:
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

QuotForm:001:00

Based upon information provided by Chief Brown and upon his recommendation, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to approve the sole source purchase, all as set forth above.

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

Minutes of August 4, 2015
Mayor and Board of Aldermen



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

520 33RD STREET
GULFBORT, MS 39507

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

July 31, 2015

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

RE: Proposed Change Order #4
BIG & CIAP Improvements – Paving
Long Beach Smallcraft Harbor

Ladies and Gentlemen,

Due to the extensive damage in the boat parking area, and based upon the fact that our design was performed without benefit of a topographical survey, there were significant overruns in asphalt required for the paving of the parking lot. There have also been changes to the final layout of the parking area requiring additional quantities of work. The attached change order adjusts the contract quantities for the referenced items to more properly reflect the actual amount of work required. It also provides for additional time to be added at a later date to reflect the larger scope of work. We request your approval of the attached change order, resulting in an overall increase to the contract amount and a future increase in the contract time.

Sincerely,

David Ball, P.E.

DB:2025-Paving
Enclosure

Minutes of August 4, 2015
Mayor and Board of Aldermen

Change Order
No. 4

Date of Issuance: 7/27/2015 Effective Date: 8/4/2015
Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
Contract: Smallcraft Harbor - BIG & CIAP Improvements - Paving Date of Contract: 3/25/2015
Contractor: Landmark Contracting, Inc. Engineer's Project No.: 2025-Paving

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

- Description:
- 1. Adjust contract amount to final projected field quantities.
 - 2. Additional contract time will be added in the final change order for continued delays in procurement of light poles, and for appropriate asphalt cure-time prior to final striping.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$235,592.24</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>45</u> Calendar days Substantial completion (days or date): <u>5/20/2015</u> Ready for final payment (days or date): _____
(Increase) in Contract Price from previous Change Orders No. <u>\$12,318.68</u>	(Increase) in Contract Time from previous Change Orders No. Substantial completion (days or date): <u>41</u> Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$248,010.92</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>6/30/2015</u> Ready for final payment (days or date): _____
(Increase) in Contract Price due to this Change Order: <u>\$107,696.15</u>	Change in Contract Time due to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Revised Contract Price incorporating this Change Order: <u>\$355,707.07</u>	Contract Times incorporating this Change Order: Substantial completion (days or date): <u>6/30/2015</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u></u>	By: _____	By: _____
Date: <u>7-27-2015</u>	Date: _____	Date: _____

Minutes of August 4, 2015
 Mayor and Board of Aldermen

PROJECT NO. 2025 Paving

4

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BID SCHEDULE NO. 1								
3-A-1	HOT BITUMINOUS ASPHALT OVERLAY COURSE (ST-12.5mm)	385 TON	\$111.09	\$42,783.65	(11.38)	(\$1,264.20)	373.62	\$41,505.45
3-B-1	HOT BITUMINOUS ASPHALT REPAIR/LEVELING COURSE (ST-9.5mm)	50 TON	\$144.71	\$5,735.50	186.64	\$21,409.47	236.64	\$27,144.97
4-C	TEMPORARY STRIPING	1 L.S.	\$3,018.75	\$3,018.75		\$0.00	1	\$3,018.75
Total Bid Schedule No. 1				\$51,523.90		\$20,145.27		\$71,669.17
BID SCHEDULE NO. 2 - ALL OTHER WORK								
1-A	INSTALL TRENCH DRAIN	1 L.S.	\$9,660.00	\$9,660.00		\$0.00	1	\$9,660.00
1-B	INSTALL SIGNAGE	1 L.S.	\$362.25	\$362.25		\$0.00	1	\$362.25
1-C	MISCELLANEOUS SITEWORK	1 L.S.	\$12,075.00	\$12,075.00		\$0.00	1	\$12,075.00
2-A	CONCRETE HEADER CURB	2,154 L.F.	\$18.11	\$39,008.94	410.5	\$7,484.16	2,564.50	\$46,493.10
2-B	CONCRETE SIDEWALK	63 S.Y.	\$43.47	\$2,738.61	107.50	\$4,673.03	170.50	\$7,411.64
3-A	HOT BITUMINOUS ASPHALT OVERLAY COURSE (ST-12.5mm)	550 TON	\$111.09	\$61,099.50		\$0.00	550	\$61,099.50
3-B	HOT BITUMINOUS ASPHALT REPAIR/LEVELING COURSE (ST-9.5mm)	100 TON	\$114.71	\$11,471.00	609.93	\$69,965.07	709.93	\$81,436.07
4-A	THERMOPLASTIC DETAIL (ANY COLOR)	2,863 L.F.	\$2.72	\$7,781.92	2121	\$5,769.12	4,982.00	\$13,551.04
5-A	LIGHT POLE	525 S.F.	\$9.66	\$5,071.50		\$0.00	525	\$5,071.50
5-B	LIGHT FIXTURE	0 EA.	\$4,021.70	\$0.00		\$0.00	0	\$0.00
5-C	1" PVC UNDERGROUND CONDUIT	0 EA.	\$1,821.44	\$0.00		\$0.00	0	\$0.00
CO2-5-A	LIGHT POLE (PER FINAL LIGHTING PLAN)	830 L.F.	\$5.81	\$4,822.30	(50)	(\$290.50)	780	\$4,531.80
CO2-5-B	LIGHT FIXTURE (PER FINAL LIGHTING PLAN)	6 EA.	\$3,868.00	\$23,208.00		\$0.00	6	\$23,208.00
CO3-5-A	ADDITIONAL SITE - LIGHT POLE FOUNDATION	6 EA.	\$2,175.00	\$13,038.00		\$0.00	6	\$13,038.00
CO3-5-B	ADDITIONAL SITE - LIGHT POLE FOUNDATION	6 EA.	\$925.00	\$5,550.00		\$0.00	6	\$5,550.00
Total Bid Schedule No. 2				\$196,487.02		\$97,550.88		\$284,037.90
				TOTAL		\$107,696.15		\$355,707.07

ERICDC No. C-341 (2002 Edition)
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
 Associated General Contractors of America and the Construction Specifications Institute.

After considerable discussion, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve Change Order #4, Landmark Contracting, Inc., Harbor BIG/CIAP Improvements – Paving, all as set forth above, noting for the record that all future change orders are to be approved by the Mayor and Board of Aldermen prior to implementation.

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

Minutes of August 4, 2015
Mayor and Board of Aldermen

City of Long Beach

BOARD OF ALDERMEN

Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Alan Young - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

July 27, 2015

RE: Employee Insurance Benefit Package FY 14/15

Dear Mayor and Board of Aldermen,

It was brought to our attention that Ms. Sherry Baker, our insurance Agent of Record, is no longer affiliated with Brown and Brown Insurance. Ms. Baker, our agent of sixteen (16) years, has established Coast Benefit Professionals, LLC.

The insurance committee met and discussed various issues regarding the Employee Benefit package, ie Ms. Baker's impeccable reputation in assisting with any insurance issues our employees have, her insurance license history, knowledge of the City of Long Beach's insurance needs, City's insurance budget.

After careful evaluation, the insurance committee respectfully recommends the City of Long Beach continue our employee medical benefit insurance with Blue Cross Blue Shield of MS, life with Lincoln National, and combined vision/dental with Assurant and appoint Sherri C. Baker of Coast Benefit Professionals, LLC as our insurance representative and producer of record for all matters relating to and concerning our benefits insurance program.

Thanking you in advance for your consideration in this matter.

Sincerely,

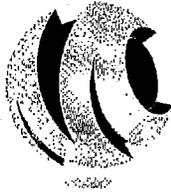
Chief Mike Brown
Insurance Committee Chairman

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

Upon discussion, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to accept the recommendation of the Employee Insurance Committee, all as set forth above.

There came on for consideration a proposal submitted by Municode for the recodification of city ordinances, as follows:

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municode

Municipal Code Corporation • PO Box 2235 Tallahassee, FL 32316
Info@municode.com • 800.262.2633
fax 850.575.8852 • www.municode.com

July 29, 2015

Ms. Rebecca Schruoff
City Clerk
Post Office Box 929
Long Beach, MS 39560

Sent via: cityclerk@cityoflongbeachms.com

Ms. Schruoff:

Thank you for recently speaking with our Sales Representative, Susan Webb, and expressing interest in utilizing Municode for recodification and supplementation services. We have reviewed the City's code and are pleased to submit the following information to the City of Long Beach for recodification services.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification services in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work will be completed by our experienced team of in-house attorneys.

Experience. With over 3,700 customers in all 50 states, we are the most trusted and experienced codifier of local government codes in the nation. Our team of attorneys has an average of over 20 years of codification experience. With over 180 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 64 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Quality. We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over eight years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

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Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 64 years and have worked for decades serving the biggest and most advanced municipalities in the nation, as well as 37 clients located in Mississippi. No other codification company has this level of experience and knowledge that can be harnessed for your benefit.

Team Approach. We have 14 legal editorial teams, over 35 legal editors and over 20 legal proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. In order to do so, we will establish a routine meeting schedule with you. Your Municode representative, Dale Barstow, is able to meet with you in person anytime. Dale can also provide onsite training or host webinars throughout the term of the contract.

Real People. If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

Personal Touch. We are a family-owned, medium size business which means you will receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

Responsible Citizen. We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with our Assistant Vice President of Sales, Steffanie Rasmussen, or Sales Representative, Susan Webb, anytime. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,

W. Eric Grant
President

WEG/ll
Enc.
Cc: Steffanie Rasmussen, Assistant Vice President of Sales
stelf@municode.com
800-262-2633 ext. 1148
Susan Webb, Sales and Service Representative
SWebb@municode.com
800-262-2633 ext. 1729

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Executive Summary

We would like to propose the following option for your consideration. For further details on the project, please see page 4.

Recodification, Supplementation and MunicodeNEXT:

Logic: Give your municipality a fresh start. Engage our full-time attorneys to examine the legal sufficiency of your code from top to bottom. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: MunicodeNEXT.

⌘ Recodification	\$12,950 ¹
⌘ Supplementation.....	\$19 per page
⌘ Online hosting and support	\$550 ²
⌘ Timeline	8-12 months

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when comparing proposals:

- ⌘ A full-time, Municode attorney will legally review the code, not just a code editor;
- ⌘ The recodification base cost of \$12,950 is based on a 600 page, single column code;
- ⌘ Supplement charges - single column per page rate of \$19;
- ⌘ The online code is only \$550 for our basic service or only \$1,295 for the bundled MyMunicode package!
- ⌘ Municode does not charge an extra fee for posting supplements online.
- ⌘ Municode does not charge an extra fee for printing your supplement pages.

The supplement page rate is \$19 for single column (including printing and posting each supplement on line). Some companies might have quoted you a double column price or no supplement rate at all. Please double check this when comparing responses.

Please consider the fact that some codifiers charge an additional page rate to post your code online. Our basic code on the internet fee of \$550, covers this cost.

¹ Please see page 4 for additional pricing details.

² Please see page 6 for additional features and pricing available on our MunicodeNEXT platform.

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Recodification Quotation Sheet

Recodification base cost, includes **\$12,950**

- 600 single column pages
- Subdivision Regulations and Unified Land Use included
- Legislation No. 309 – No. 610 included
- Receipt, review and organization of materials
- Legal analysis & research by a full-time, Municode attorney
- Preparation of Legal Memorandum by a Municode attorney
- Conference with Attorney (make selections below)
- Implementation of approved legal findings
- Updating State Law References
- Editorial preparation and proofreading
- Page formatting (make selections below)
- Indexing
- Creation of tables³
- Graphics⁴ & tabular⁵ matter
- Final proofreading and corrections
- Quality control review and printing
- 5 copies, to include 3-Post stamped binders and tabs
- Adopting ordinance prepared by a Municode attorney
- Post your code on MunicodeNEXT⁶

Conference Selection:

- On-site conference, each Attorney time, travel, lodging and per diem
- Teleconference or web-based conference, 3 hour session No charge⁷

Format Elections (Please check or circle desired elections below)

Font: New Century Schoolbook will be used as the font unless otherwise indicated.
 Other choices include: Helvetica, Times New Roman, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic, Gill Sans and Arial MT

- Font Size:** 10 point 11 point 12 Point
- Binder Color:** Semi-Bright Black Dark Blue Hunter Green Burgundy
- Binder Stamping Color:** Gold Silver White

Items Not Included In Base Cost

- Pages over 600, 10 point, single column, per page **\$20**
- In Design/SmartCode/Form Based Codes⁸ **Quote available upon request**
- Freight **Actual**
- State sales tax **If applicable**

Payments for Recodification project

(Base cost split into four payments – Your project can be budgeted over two fiscal years)

- Execution of Agreement **\$4,535**
- Submission of the Legal Memorandum **\$3,240**
- Submission of Draft Code **\$3,240**
- Delivery **Balance**

³ The following Tables will be created and are included in the Base Cost: Supplement History Table, Code Comparative Table, State Law Reference Table and Ordinance History Table. An additional hourly charge applies for creation, modification, addition or updating of any table other than those enumerated in this footnote.
⁴ Includes printing all copies. Additional fees will apply if graphics are printed in color.
⁵ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
⁶ Make Selections on Page 6.
⁷ For the initial 3-hour session. \$150 per hour thereafter.
⁸ Additional fees are applied for these complex codes and are not included in the base cost of the recodification.

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Supplement Service Base Page Rate⁹ Quotation Sheet

Supplement Service Base Page Rate

Page Format	Base Page Rate
Single Column	\$19 per page

Base page rate above includes:

- ☞ Acknowledgement of material
- ☞ Data conversion, as necessary
- ☞ Editorial work
- ☞ Proofreading
- ☞ Updating the index
- ☞ Schedule as selected by client¹⁰
- ☞ Updating electronic versions¹¹ and online code
- ☞ Printing 5 copies

Base page rate above excludes:

- ☞ Freight
- ☞ State sales tax
- ☞ Graphics¹² & tabular¹³ matter, per graphic or table
- ☞ MyMunicode or online code

Actual freight
if applicable
\$10
Selections on page 6

Electronic media options for Code of Ordinances (Sent via download) ¹⁴

- Folio Bound Views \$295 initially then \$100 per update
- WORD (DOCX) \$150 initially then \$75 per update
- Adobe PDF of the code \$150 initially then \$75 per update
- Adobe PDF of each supplement \$150 initially then \$75 per update

Payment for Supplements and Additional Services:

- ☞ Invoices will be submitted upon shipment of project(s).

⁹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Internet Publishing and web search portals (NAICS 519130) as reported by US Department of Labor – Bureau of Labor Statistics.
¹⁰ Schedule for Supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur more frequently than printed Supplements.
¹¹ We do not charge a per page rate for updating the Internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.
¹² Includes printing all copies. Additional fees will apply if graphics are printed in color.
¹³ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
¹⁴ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, XML, Folio or Word, via one of the afore-mentioned mediums.

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Online Services Quotation Sheet

Elections below will be implemented upon adoption of your new code.

Please check the appropriate box (es) to indicate your selection:

Value Pricing:

- MyMunicode¹⁵ includes the following: \$1,295 annually¹⁶
- Online Code = MunicodeNEXT
 - OrdBank
 - CodeBank
 - CodeBank Compare + eNotify
 - MuniPRO
 - Custom Banner

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

- Online Code = *MunicodeNEXT*, (annually) \$550
- CodeBank (annually) \$150
- CodeBank Compare + eNotify¹⁷ (annually) \$250
- MuniPRO Service (annually) \$295
- Custom Banner, onetime fee \$250
- MuniDocs Quote available upon request

ORDINANCES PENDING CODIFICATION

Option 1) OrdBank

- Per ordinance fee (10 ordinances per year x \$35 = \$350) \$35
- Flat annual fee (recommended if MyMunicode is not selected) \$335

Option 2) OrdBank + OrdLink

- Per ordinance fee (10 ordinances per year x \$60 = \$600) \$60
- Flat annual fee (recommended if MyMunicode is not selected) \$435

Municode does not charge a per page rate to update the internet – this is all included in the supplement per page rate.

¹⁵ Municode does not charge a per page rate for updating the Internet – this is included in the supplement per page rate.
¹⁶ Total Value if each item purchased a la carte would be approximately \$1,830 initially then \$1,580 per year with participation in our OrdBank service.
¹⁷ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

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Scope of Services - Recodification

We will handle the publishing for your Code of Ordinances. This includes legal work, editing, page composition, proofreading, indexing, and delivering the information in print or via electronic copy. Hereinafter, unless specifically cited, a reference to "codes" or "the codes" includes the Municipal Code of Long Beach, Mississippi. We understand the scope of this project to include a complete recodification of the Code, ongoing supplemental services and online hosting of the Code. A summary of the recodification process is provided below.

Excellence

*"The code update went far beyond my expectations. Everyone at Municode was nice to work with and always responded in a timely manner. Your customer service was outstanding. Thanks again for a very positive experience."
- Barron, WI*

Recodification Project Leader: H.E. Rick Grant, Executive Vice President and C.O.O.

Material. The following sections describe the nature of material included or excluded in the project, creation of a disposition list, and the methodology of adding material to the Client's online version of the code.

Ordinances. All legislation of a general and permanent nature, passed in final form by the Client as of the cutoff date established by the Municode attorney (usually following delivery of the Legal Memorandum), will be included in the new code. We will rely upon the material (in print or electronic form) as furnished by you during the recodification process. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you.

Attorney Analysis and Review of Material. We will assign a team, consisting of a lead attorney, legal editor, proofreader and indexer, to the project. All recommendations by our legal team are intended for use by your attorney and should not be considered legal advice. Our legal team is responsible for the following: We will research all legislation submitted by you against the State Constitution, State Law and the Charter; additionally, the ordinances are compared to other ordinances, in order to determine if there are any inconsistencies or conflicts within the legislation itself. Zoning and Land Use provisions will be reviewed only if included in the code. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be added at an agreed upon page rate. We will suggest a structure and organization for your code and provide a Table of Contents indicating the recommended structure.

Page Format Options. We will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law references within the code. Editor's notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you and your staff with a user-friendly legal memorandum containing all of our analysis and recommendations. This memorandum will reflect our attorney's legal review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to state law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the recodification process simple and smooth for you. From start to finish, we will work with you to complete the project as quickly and efficiently as possible.

Conference. We will conduct a conference, either in person, via telephone or webinar, to review the legal memorandum and recommendations. All interested personnel may be included; but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision making authority for resolution of issues brought up at the Conference or noted in the legal memorandum.

Implementation of Conference Decisions

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

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Graphics, Index and Tables. Our team will create a hierarchical, subject matter index and all tables (Contents, State Law Reference, Prior Code Comparison, and Ordinance Disposition) for your code as necessitated by the materials provided. The creation of additional Tables can be performed for an additional hourly fee. We will insert the graphics you have provided into the printed and electronic versions of your code. Manipulation, enhancement or reformatting of any graphic supplied by you can be performed for an additional hourly fee.

Post Conference Memorandum and Draft Code. After editing and proofreading, a post-conference memorandum and a draft code incorporating solutions captured in the legal memorandum and agreed upon at the legal conference will be delivered to you. The draft code will be in final print form and will be provided to you for final review prior to printing and shipment. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this Agreement. Our liability for all services shall extend only to correcting the errors in your code and subsequent updates, not to any acts or occurrences as a result of such errors, and only as long as the contract is in effect.

Adopting Ordinance. Our attorney will provide an Adopting Ordinance upon completion of the project.

Delivery of Code

Electronic Format and Delivery Options. Your new code can be delivered in HTML, PDF, DOCX, Folio or integrated with the dtSearch Engine on our MunicodeNEXT platform. Electronic delivery mediums include online posting and download.

Printing and Binding. We will print your code on acid-free paper in your chosen format. Color printing is available at an additional charge. Standard binding for the code is three-post, expandable, Dark Blue, Hunter Green, Semi-Bright Black, Burgundy, leatherette binders with gold, silver or white stamping. Alternate binders, such as D-ring or polyvinyl, are also available. A seal or logo can be added to the front cover and spine in addition to the text, for an additional charge, if desired. Divider tabs for each major section of the code and Index are also provided.

Client Responsibility

Amendatory Legislation. Please forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic or printed form. Electronic submission is highly preferred.

Review Legal Memorandum. Please review the Legal Memorandum to ensure that it comports with your intentions and modify and/or approve the proposed Table of Contents and organization of the code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format and medium.

Participation of Attorney. Please ensure your Attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the code draft.

Submission of Data. Please provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art seal or logo for the binders, if desired.

Draft Code. Please review and return the draft within thirty (30) days of receipt. To assist you in this endeavor, a post-conference memorandum will accompany the draft code to point out to you where changes and additions have been made. Any changes to the text should be marked directly on the draft and returned to us. Changes not discussed at the conference may result in a proof update fee.

Supplemental Updating

We will handle 100% of the publishing for your Code of Ordinances. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or via electronic copy. Supplementation will start upon completion of the recodification project on the schedule selected by the client.

Editorial Approach. We use a team approach to editing. This provides for consistency in editing, understanding and quality of work for you.

Ongoing Supplementation. Our goal is to meet and exceed the needs and expectations of our clients. Working with you and your staff, we will create whatever supplementation schedule will best serve you and your citizens.

MunicodeNEXT – Website Tools Defined

STANDARD FEATURES:

- ☞ **Modern Design** – MunicodeNEXT was designed by our team with an emphasis on mobile devices. This means that tablet users will be directed to the full version of your site. This advance was made possible thanks to the responsive user interface that we have created. Being able to access the full version of MunicodeNEXT from a tablet means that your users will enjoy a more dynamic and satisfying user experience.
- ☞ **Tablet friendly** – Tablet users are directed to the full desktop version of the site. The advanced user interface uses large buttons and icons, making it extremely touch friendly.
- ☞ **Searching** – Search results begin in a popover, then move to a persistent left-hand tab as you cycle through the results. You can toggle between search and browse modes by selecting the appropriate tab. This enables you to quickly move through search results without clicking “back” to a search results page. The code is also indexed by the section, returning more accurate, granular results.
 - ☞ **Advanced Searching** – You and your power users can conduct searches using Normal Language, Boolean Logic, Stemming, Fuzzy Search and Synonym search.
 - ☞ **Searchable ordinances** – If you use our OrdBank service, ordinances posted pre and post-codification are full-text searchable with hit highlighting.
 - ☞ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the code, Ordinances, and MuniDocs simultaneously. Search results are color coded and labeled for easy identification.
 - ☞ **Narrow Searching** – Your users have the ability to search selected chapters or titles.
- ☞ **Print/Save/Email** – Users can print, save (as Word) or email files at the section level as well as at the article or chapter level. You will also be able to print, save or email non-sequential sections from multiple portions of your code(s).
- ☞ **Multiple publications** – If you have multiple publications (code, zoning, etc.) they will all be searchable from one interface.
- ☞ **Social Media Sharing** – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.
- ☞ **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter, or Section.
- ☞ **Mouseover (cluetips)**. Navigate to your code and any linked cross-reference will quickly display the pop-up preview window.
- ☞ **Static Linking** – Copy links of any section, chapter or title to share via email or social media.
- ☞ **Scrolling Tables and Charts** – Headers stay fixed while you scroll through the table/chart.
- ☞ **GIS** - We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.
- ☞ **In-line Images & PDFs**. We take great care to ensure that your images match online and in print, and are captured at the highest quality possible. Our online graphics can be enlarged with a frameless view to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.
- ☞ **Collapsible TOC**. The table of contents collapses and is re-sizeable, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- ☞ **Support** - Phone, email and web support for citizens and staff: 24 hour email response; phone support from 8:00 a.m. to 8:00 p.m. Eastern Standard Time.

After considerable discussion, Alderman Ponthieux made motion seconded by Alderman Hammons to accept the proposal submitted by Municode, authorizing payment upon receipt of BP funds.

The question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye

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Alderman Leonard Carrubba, Sr.	voted	Nay
Alderman Mark Lishen	voted	Nay
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried.

The purchase of lap tops for electronic board meetings was taken under advisement for further consideration at the next regular meeting, August 18, 2015.

Alderman Young made motion seconded by Alderman Ponthieux and unanimously carried to approve the Equipment Agreement, First Data, for two credit terminals, as follows:

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DocuSign Envelope ID: 8E1F6915-3AFD-4683-83C3-D23E659002F Merchant #: 936164631888 Sales Rep ID#: SM9C
EQUIPMENT AGREEMENT

LOCATION OF EQUIPMENT Please indicate below where the equipment will be placed

LOCATION ADDRESS, CITY & STATE	EQUIPMENT	QUANTITY
1. CITY OF LONG BEACH	Clover / Mini	2
2. 201 JEFF DAVIS AVENUE		
3. LONG BEACH, MS 39560		

SERVICE FEE & DEPOSIT TERMS

DESCRIPTION (MANUFACTURER, MODEL)	QUANTITY	PURCHASE/MONTHLY PAYMENT	DEPOSIT PER PIECE
Clover Mini	2	\$ 599.00	\$
		\$	\$
		\$	\$
		TOTAL \$ 1198.00	TOTAL \$

DEA Name of Business: _____
Legal Name of Business: _____

IN WITNESS WHEREOF, the parties have caused this Equipment Agreement to be executed by their duly authorized officers.

Client's Business Principal:
Signature (Please sign here):
 X William Skelton William Skelton Mayor 07/07/15
 Name (please print or type) Title Date
 PROCESSOR: First Data
 Signature: _____
 X _____
 Name (please print or type) Title Date

Bank Name: _____

This Equipment Agreement ("Agreement") is being entered into by and between PROCESSOR and the CLIENT identified on the signature page of this Agreement. This Equipment Agreement governs the sale or rental of certain terminals, printers, and other equipment identified in the Merchant Agreement (the "Equipment"). The Equipment is provided to the CLIENT in connection with the services provided to the CLIENT pursuant to a related Agreement among the CLIENT, PROCESSOR and BANK governing the authorization, processing and settlement of Visa, MasterCard and Discover transactions and certain services with respect to other cards specified therein (the "Merchant Agreement"). THE EQUIPMENT IS NOT BEING SOLD OR RENTED TO THE CLIENT FOR HOME OR PERSONAL USE. In this Agreement, Equipment refers to any electronic terminal, electronic printer or other electronic peripheral equipment identified to the Merchant Agreement. In this Agreement, the words "we," "our," and "us" refer to PROCESSOR, and the words "you" and "your" refer to the CLIENT.

Equipment to the site designated by you. You shall be deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation, (b) delivery to you if your site is not prepared and ready for installation or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period with respect to each piece of Rental Equipment shall commence on the date such Equipment is deemed accepted and shall terminate at the scheduled termination date (but not upon any early termination) of your Merchant Agreement and/or any other agreement then in effect with us for card services. The provisions of this Agreement shall survive the termination or expiration of the Merchant Agreement and continue until all equipment rented from us is returned or paid for.

YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IN THE EVENT THAT YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE TERMINATION OF THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

4. Site Preparation, Installation & Maintenance. You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

- Purchased Equipment, Supplies.** We will sell to you, and you will buy from us the Equipment identified in the Merchant Agreement as being purchased by you (the "Purchased Equipment"), free and clear of all liens and encumbrances (subject to Section 7), except that any "software" (as defined in Section 8) will not be sold to you outright but instead will be provided to you pursuant to, and subject to the conditions of Section 8 of this Agreement. You shall pay the purchase price specified for the Purchased Equipment and the related software license(s), including all applicable tax, prior to the effective date of the Equipment Agreement or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. We will provide you supplies as requested by you from time to time. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. Maintenance and repair of customer-owned equipment is your responsibility. Should your terminal become inoperable we can provide you with equipment at a monthly rental fee. There will also be a nominal shipping and handling fee. For such rental equipment contact the POS Help Desk.
- Rental Equipment.** We agree to rent to you and you agree to accept and rent from us the Equipment identified in the Merchant Agreement as being rented to you (the "Rental Equipment"), according to the terms and conditions of this Agreement. In addition, any rental equipment ordered by you during the term of this agreement shall also be governed by the terms of this Equipment Agreement.
- Effective Date and Term of Agreement.** This Equipment Agreement shall become effective on the first date you receive any piece of Equipment covered. This Equipment Agreement will remain in effect until all of your obligations and all of our obligations under this Equipment Agreement have been satisfied. We will deliver the

- Upon request, you must allow us (or our agents) reasonable access to the premises where authorization terminals or other communications equipment (e.g., printers) are or will be located.
- Any alterations required for installation of authorization terminal(s) or other communications equipment will be done at your expense.
- Only we or our agents can alter or modify authorization terminal(s) or other communications equipment owned by us.
- If a terminal or printer appears to be defective, you must immediately call the POS Help Desk.
- You are responsible for safeguarding authorization terminals or other equipment from loss, damage, unauthorized use, misuse or theft. We should be notified immediately regarding any damage to or loss of communications equipment.
- If necessary, we will assist you in obtaining replacement equipment. If you fail to return any defective equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the equipment owner in connection with recovering equipment.
- You are responsible for keeping all communications equipment free of any claims, liens and legal processes initiated by creditors.
- Equipment may not be subleased at any time. The cost of compatible new equipment, as well as any associated legal and/or collection costs incurred by us or the owner of the equipment will be assessed to you for each piece of equipment not returned upon termination of the Agreement by either party, or upon request for the return of the equipment for any reason.
- You may not relocate, remove, disconnect, modify or in any way alter any equipment used in connection with the services we are providing to you without first obtaining our permission.
- You must provide us with thirty (30) days prior written notice to request the relocation of any equipment.
- Should you require additional equipment, you must contact Relationship Management or Customer Service (there may be additional costs or fees charged to you in connection with any new equipment ordered, including download fees).

RSAGE21012(a)

Minutes of August 4, 2015
Mayor and Board of Aldermen

DocuSign Envelope ID: 8E116915-3AFD-4663-83C3-DC23E659002F

- 5. **Payment of Amounts Due.**
 - (a) The monthly rental charge specified in the Merchant Agreement shall be due and payable on the first day of each month of the rental period for each piece of Rental Equipment, except that the first payment of the monthly rental charge for each piece of Rental Equipment shall be due and payable upon acceptance of such Equipment by you at the location designated in the Merchant Agreement or, upon delivery if the site is not prepared for installation (as provided in Section 3). The monthly rental charge for fractions of a calendar month shall be prorated based on a thirty (30) day month.
 - (b) You hereby authorize us to collect all amounts due from you under this Equipment Agreement by initiating debit entries for such amounts to your account designated pursuant to the Merchant Agreement to be debited and credited for amounts due from and to you under the Merchant Agreement (the "Settlement Account") or by deducting such amounts from TeleCheck or Services due to you. All authorizations and other provisions in your Merchant Agreement regarding the debiting and crediting of your Settlement Account apply with equal force with respect to amounts due to or from you under this Equipment Agreement. This authority will remain in full force and effect until we have given written notice to your bank where your Settlement Account is maintained that all monies due from you under this Agreement have been paid in full.
 - (c) In addition to the purchase price or monthly rental charge due hereunder, you shall pay, or reimburse us for, amounts equal to any taxes, levies, duties or assessments, however designated, levied or based on such charges, or on this Equipment Agreement or the Equipment and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise taxes, exclusive, however, of taxes based on our net income.
 - (d) As indicated in the Merchant Agreement, separate charges will apply for supplies; they are not included in monthly rental charges.
- 6. **Use and Return of Equipment; Insurance.**
 - (a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the services provided under your Merchant Agreement. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.
 - (b) You shall not permit any physical alteration or modification of the Equipment without our prior written consent.
 - (c) You shall not change the installation site of the Equipment without our prior written consent, which consent we will not unreasonably withhold.
 - (d) You shall not assign your rights or obligations under this Equipment Agreement, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensual or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment to any other person, firm or organization without our prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.
 - (e) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.
 - (f) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.
 - (g) Promptly upon termination of all applicable rental periods or promptly following any action by us pursuant to Section 11(b), you shall deliver possession of the Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, reasonable wear and tear excepted.
 - (h) For each item of Rental Equipment that you fail to return to us at your cost in the same operating order, repair, condition and appearance that it had at the time of delivery to you, reasonable wear and tear excepted, by the 10th business day after (i) termination of the applicable rental period or (ii) any action by us pursuant to Section 11(b), you agree to pay us the greater of \$250.00 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us. We may collect such amounts in the manner provided in Section 5 and to the extent we are unable to do so, you agree to pay us the amounts owed promptly.
 - (i) Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.
 - (j) You shall keep the Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft or damage to the Equipment shall not relieve you from your obligation to pay the full purchase price or rent payable hereunder.
 - (k) Except for Purchased Equipment that has been paid in full, the Equipment shall be kept at your address indicated in the Merchant Agreement and shall not be removed therefrom without our prior written consent (except where normal use of the Equipment requires temporary removal).
 - (l) In order to return equipment, you should:
 - Call Customer Service for the address of the location to send the equipment.
 - The following information must be included within the shipping box:
 1. Company name, complete address and phone number.
 2. Name of person to contact if there are any questions.
 3. Your Merchant Account Number.
 4. Serial number of the terminal (found on the underside of the terminal).

- Please maintain proof of delivery documents for your records, and the serial number from the bottom of the terminal.
- Rental fees may be continued until equipment is returned.
- 7. **Security Interest; Financing Statements.** You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price, and (b) all Rental Equipment and the related Software to secure payment of the monthly payments therefor and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.
- 8. **Software License.** Anything in this Equipment Agreement to the contrary notwithstanding, we retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology know-how and processes embodied in or provided in connection with the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any third party access to the Software without our prior written consent. Your obligations under this Section 8 shall survive the termination of this Equipment Agreement.
- 9. **Limitation on Liability.** Our liability arising out of or in any way connected with the Equipment shall not exceed the purchase price or prior twelve month's rent, as applicable, paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Equipment Agreement will be your sole and exclusive remedies.
- 10. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses resulting from (a) the purchase, delivery, installation, acceptance, rejection, ownership, leasing, possession, use, operation, condition, liens against, or return of the Equipment, or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.
- 11. **Default Remedies.**
 - (a) If any debit of your Settlement Account initiated by us for rent and/or other charges due hereunder is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision in this Equipment Agreement, or if any other default occurs under the Merchant Agreement, any such event shall be a default hereunder.
 - (b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either: (i) terminate the period of rental and our future obligations under this Equipment Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this Equipment Agreement shall terminate as soon as your obligations to us are satisfied, or (ii) accelerate and declare immediately due and payable all monthly rental charges for the remainder of the applicable rental period and proceed in any lawful manner to obtain satisfaction of the same.
- 12. **Assignment.** Subject to the following provisions, this Equipment Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not assign or transfer this Equipment Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Equipment Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Equipment Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. No assignment for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Equipment Agreement.
- 13. **Governing Law; Miscellaneous.** This Equipment Agreement is being entered into in connection with the Merchant Agreement and shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles), except that Section 14 shall be governed by the Federal Arbitration Act. If any part of this Equipment Agreement is not enforceable, the remaining provisions will remain valid and enforceable. In performing their obligations under this Equipment Agreement, each party agrees to comply with all laws and regulations applicable to it.
- 14. **Dispute Resolution and Arbitration.** If the parties disagree as to any matter governed by this Equipment Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Equipment Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in Section 13 of this Equipment Agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act.
- 15. **Notices.** All notices must be in writing, and shall be given (a) if sent by mail, when received, and (b) if sent by courier, when delivered; if to you at the address appearing in your Merchant Agreement, and if to us at 3975 N.W. 120th Avenue, Coral Springs, FL 33065 to the attention of Marketing.
- 16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties.

RSAGEQ1012(a)

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to schedule a public hearing, Tuesday, September 1, 2015, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of property situated in the City of Long Beach, located at 715 Gardendale Avenue and assessed to Kurt Hursell, is in such state of uncleanness as to constitute a menace to the public health and safety of the community.

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Mayor and Board of Aldermen

There came on for consideration a drainage modification application denied by the City to place fill material and a 10" drain pipe in the existing drainage ditch at the rear of property located at 141 Sea Oaks Boulevard, Long Beach, Mississippi as submitted by the owners William Leiteritz and Barbara Fischer; said application and attachments are as follows:

CITY OF LONG BEACH, MISSISSIPPI
P.O. BOX 929
201 JEFF DAVIS AVENUE
LONG BEACH, MISSISSIPPI 39560
TELEPHONE: (228) 863-1556
FAX: (228) 865-0822
cityclerk@cityoflongbeachms.com

FOR OFFICE USE ONLY
DATE RECEIVED: 7/23/15
VERIFY DOCUMENTS:
SUBMITTED NONE
TIME: 3:08 PM
BY: [Signature]
(signature)

REQUEST TO BE PLACED ON AGENDA FOR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
(PLEASE PRINT)

Name of Person Making Request: William Leiteritz / Barbara Fischer (spouse)
Address: 141 Sea Oaks Blvd Long Beach MS Telephone: 988-780-1033 Fax:
E-Mail Address: wleiteritz@yahoo.com

Name of Person Addressing Mayor and Board of Aldermen:
(If different from above)
Address: Telephone: Fax:

Detailed Description of Specific Subject Matter to be Discussed (Description must be clear and concise - avoid vague terms and generalizations): I recently applied to the City of Long Beach to place fill material and a 10" drain pipe in an existing drainage ditch located at the rear of my property. The City denied the work was to be consistent with other properties where similar work has occurred. My permit application was denied by the City. DPW staff had a meeting on site on 23 July 15. They indicated they would not oppose a permit being issued and they suggested I ask for Board of Aldermen approval prior to seeking a permit modification from the Mississippi Dept of Environmental Quality and or the USA EPA. The purpose of this request is to seek a permit modification from the Board of Aldermen. (If additional space is needed, please use the back of this form)

Date of Meeting: August 4 2015 No. of Participants: 2 on back
(Regular meetings are held on the first and third Tuesday of Every Month at 5:00 p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue.)

Type of Presentation: Personally Address Power Point
(check one or more) Presentation/Handouts Audio Tape
 Photos/Video/Slides Other (Specify Below)

- Other: ***** PLEASE READ CAREFULLY *****
- > Requests and ten (10) copies of all accompanying documents MUST be filed with the City Clerk no later than 12:00 P.M. (NOON) the FRIDAY preceding Tuesday's meeting.
 - > Requests and accompanying documents received after the Friday, noon deadline WILL NOT be placed on the agenda or distributed to the Mayor and Board of Aldermen at this time.
 - > Forms received that are not clear and concise as to subject matter will not be placed on the agenda.
 - > Subject matter shall be limited to ten (10) minutes or as otherwise specified by the Mayor and Board of Aldermen during the course of the meeting.
 - > Items will be placed on the agenda in the order they are received under the appropriate heading.
 - > Upon the determination by the City Clerk that the agenda is full, additional items will be placed on the next regular meeting agenda, even if properly submitted prior to deadline.
 - > The Mayor and Board of Aldermen reserve the right to disallow and/or remove any item from the agenda.
 - > Agenda items are subject to change without prior notice.

Accompanying Documents Attached? yes no
Date: 23 July 2015 Signed: [Signature]
(Person Making Request)

ADOPTED:08.02.05

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Of my project is to improve aesthetics, public safety, & public health by filling in this open drain, while still providing drainage through my property. In short I am hoping to have my yard look like others in the area.

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CITY OF LONG BEACH
201 Jeff Davis Avenue
P.O. Box 929
Long Beach, Mississippi 39560
(228) 863-1554 office
(228) 863-1558 fax

James
228-8630440



DRAINAGE MODIFICATION APPLICATION

CONTRACTOR INFORMATION		PROPERTY / JOB INFORMATION	
Long Beach License # _____		141 Sea Oaks Blvd OS 12H-01-036, 010	
Company Name: _____		Job Address Tax Parcel Number	
Company Address: _____ City, State, Zip		Leiteritz William	
Phone _____		Property Owner's Last Name First	
Email _____		989-780-1033	
		Mailing Address 141 Sea Oaks Blvd	
		Long Beach MS 39560	
		City State Zip	
Please provide a sketch or drawing clearly showing sufficient detail indicating existing drainage facilities and proposed modifications. If more room is needed please use the back and check here.			
TYPE OF ALTERATIONS REQUESTED (Check one)		PROJECT APPROVAL PROCESS Public Works Department	
Manmade Swale _____ Piping or Culverts <input checked="" type="checkbox"/> 10" Pipe Ditch _____ Canal _____ Other _____		Approved: _____ Disapproved <input checked="" type="checkbox"/> By: <u>Sam Miller</u> 7/9/15 Signature and Title Date	
COMMENTS: AS PER AGREEMENT WITH DEQ - These Swales can not be filled.			
AFTER THE APPROVAL PROCESS 2 (TWO) INSPECTIONS ARE REQUIRED			
1. Before work is covered up an inspection is required by Utility Partners. Approved _____ Disapproved _____ By _____ Signature and Title Date		2. After Completion of project a final inspection is required by Utility Partners. Approved _____ Disapproved _____ By _____ Signature and Title Date	
Structures which convey rainwater runoff along a public street or drainage easement, or which conveys rainwater runoff, which is generated from lands not all under same ownership.			
NOTE: Other documents may be required before approval of Permit Application form. Major projects will require detailed plans, stamped by an Engineer registered in the State of Mississippi			

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FILE COPY

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

James E. Baker, Jr., Executive Director

March 13, 1998

Mr. Robert D. Hunt
Hunt/Rogers Real Properties, LLC
23707 Redfish Lane
Pass Christian, Mississippi 39211

Dear Mr. Hunt:

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1251, 1341), the Office of Pollution Control issues this Certification, after public notice and opportunity for public hearing to Hunt/Rogers Real Properties, LLC, an applicant for a Federal license or permit to conduct the following activity:

Hunt/Rogers Real Properties, LLC: Proposed deposition of fill material into waters of the United States in association with the construction of a residential development, Sea Oaks Estates. Approximately 20,000 cubic yards of fill material would be required to increase existing elevations in the wetland areas one to three feet. The project site is approximately 22.85 acres and would impact approximately 5.46 acres of wetlands. The project site is located within the City of Long Beach, Sections 15 and 22, Township 8 South Range 12 West, Harrison County, Mississippi (MS97-02854-V, OPC 97-082).

The Office of Pollution Control certifies that the applicant's above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306 and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. In order to compensate for the unavoidable loss of approximately 5.46 acres of isolated wetlands, the applicant shall enhance the functional value of 3.79 acres of avoided perimeter wetlands in conjunction with the creation of 3.80 acres of perimeter wetland swales (see attached drawing). The avoided and created wetlands shall be incorporated into an overall storm water management plan for the development.

OFFICE OF POLLUTION CONTROL

P.O. Box 10385 Jackson, MS 39289-0385 Phone 601.961.5171 Fax 601.354.6612

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Mr. Robert D. Hunt
March 13, 1998
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2. The avoided and constructed wetlands on site shall also be placed into a conservation easement and shall be recorded in the Miscellaneous Document Book of Harrison County, with the Registrar of deeds, or with another appropriate official charged with the responsibility of maintaining records of title to and interest in real property, within six months of the effective date of the authorization. A certified copy of the record must be furnished to the Office of Pollution Control within 30 days of the recording.
3. The conservation easement shall state that there shall be no removal, destruction, cutting, moving, alteration or spraying with biocides of any living vegetation, nor disturbance or change in the natural habitat in any manner. However maintenance activities related to management of the storm water basins (constructed wetlands) is acceptable.
4. The created wetland perimeter swales shall provide for the detention of the first 0.5 inches of storm water runoff from impervious surfaces (driveways and roads). Plans and specifications with supporting calculations showing the perimeter swales have sufficient capacity shall be submitted to this office for review and approval within 30 days of the date of this certification.
5. The constructed perimeter wetland swales shall maintain side slopes of 4H:1V or flatter with check dams/cross blocks (see attachment) and shall have the following approximate dimensions: 100 foot length, 40 foot width and two (2) foot depth.
6. Appropriate best management practices (BMPs), such as hay bales, slit fences, berms/dikes, vegetation, etc. shall be implemented prior to and during construction to prevent adverse impacts to avoided wetlands.
7. Each lot shall be designed so that as much as possible of the drainage is routed to the rear.
8. All roads and driveways shall be adequately culveted.
9. A Storm drain stenciling project shall be conducted as described in the attached brochure.
10. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor

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If we can be of further assistance, please contact us.

Sincerely,



Barry S Royals, P.E., Chief
Surface Water Division

BSR:RP
Attachment

- c: U.S. Army Corps of Engineers, Mobile District
- Attention: Mr. Larry Godwin, Regulatory Branch
- Mr. Mike Wylie, EPA, Wetland Regulatory Unit
- Mr. Patric Harper, U.S. Fish and Wildlife Service
- Ms. Cathy Mallette, State Clearinghouse, Office of the Governor

Alderman Young left and was absent the meeting.

The Mayor recognized William Lieteritz and Barbara Fischer to answer questions and provide additional information.

After considerable discussion, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to take the matter under advisement for review of the Sea Oaks plat by the City Attorney; in order to make a decision regarding the pursuit of an application with MDEQ, Mr. Lieteritz will be notified if the plat shows that the drainage modification is not allowed.

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There came on for consideration the matter of Oak Haven Subdivision, and problems arising from drainage modifications in the partial filling of the retention pond.

City Engineer David Ball and Joe Culpepper, Utility Partners, LLC, came forward to answer questions and provide additional information.

After considerable discussion, it was the consensus of the Mayor and Board of Aldermen to deny any building permits in the development until the drainage is brought back to the original standard and directing the Building Official to prepare a letter, with the assistance of the City Attorney, to the property owner advising him of same.

The City Attorney reported that, based upon his research, execution of the H-GAC Contract approved at the regular meeting held on July 21, 2015, is prohibited by state law.

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There came on for consideration at a duly constituted meeting of the Mayor and Members of the Board of Aldermen of the City of Long Beach, Mississippi, held on the 4th day of August, 2015, the following Ordinance:

ORDINANCE NO. 611

**AN ORDINANCE PROHIBITING AND REGULATING SLABS AND PILINGS
IN THE CITY OF LONG BEACH**

WHEREAS, Mississippi Code Annotated Sections 21-19-1, 21-19-11 and 23-13-1, empower municipalities to require owners of property to maintain and keep up their property in a manner so as not to be a hazard to the public health, safety, and welfare of the community, to write ordinances to implement those powers granted to municipalities, and to enforce said ordinances and take appropriate action including, but not limited to, imposing fines; and

WHEREAS, Mississippi Code Annotated Sections 21-8-1, *et seq.* empower the governing authorities to write, adopt, and enforce ordinances for the use and benefit of the City of Long Beach; and

WHEREAS, protection of the health, safety and welfare of the citizens of the City of Long Beach requires that the City enact provisions to bring all properties within such City into compliance with regulations on slabs and pilings, and other objectionable, unsightly, or unsanitary matters; and

WHEREAS, keeping the City free of slabs and pilings, and other objectionable, unsightly or unsanitary matter will improve the quality of life of the citizens of the City of Long Beach and improve and protect the public health and safety by improving the aesthetics of the City, by deterring crime through increased visibility, cleanliness and access, and by assisting in stimulating economic development and improvement in property values; and

WHEREAS, the public health, safety, and welfare of the citizens of the City of Long Beach will further and likewise be served by keeping the City free of slabs, and/or pilings which otherwise are dilapidated, destroyed, damaged, not adequately maintained, in disrepair, and pose general threats to the public health, safety, and welfare of the citizens of the City of Long Beach, or that otherwise constitute fire hazards; and

WHEREAS, keeping the City of Long Beach free of slabs and pilings will promote the safety, development and beautification of the City; and

WHEREAS, additional enforcement measures are needed to enforce the City's ordinances and to abate the nuisances and threats to public health, safety, and welfare described herein.

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

Section 1. FINDINGS. The Board of Aldermen of the City of Long Beach hereby finds that the recitals in the preamble of this ordinance are true.

Section 2. NUISANCE DECLARED. Old, pre-used slabs and/or pilings; and other objectionable, unsightly or unsanitary matter are hereby declared to be a nuisance. Any slab, piling, or property that is in a state of dilapidation, deterioration, damage, decay, or disrepair, is of faulty or insufficient construction, is open to intrusion, abandoned, damaged by fire, storm, hurricane, or neglect to the extent as not to provide shelter, is extremely unsound, in danger of collapse or failure, constitutes a fire hazard, causes flooding or drainage problems, violates any flood prevention ordinance, and/or violates the City's adopted building codes, and that constitute a threat to the public health, safety and welfare are hereby declared to be a nuisance. No person shall allow, erect, contrive, cause, continue, maintain or permit any such, slab, piling, and/or nuisance outside, on, or in any property within the City.

Section 3. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless context clearly indicates that a different meaning is intended:

A. "Developed Property" shall mean any premises that have been improved by the installation of a building, home, or other physical improvements, including, but not limited to, streets, utilities, etc.

B. "Owner" shall mean any person or other entity who owns the premises, real property, or physical premises.

C. "Person" shall include and be applicable to any individual person, firm, partnership, corporation, association, and business entity.

D. "Premises" shall include all real property within the City of Long Beach, Mississippi.

E. "Person in charge" shall mean the owner, lessee, occupant, or person who has real or apparent authority to act on behalf of the premises or the agent in charge of or responsible for the premises.

F. "Slab" shall mean any concrete or masonry (block or brick) foundation (including wooden piers or pilings) or pavement which is old (constructed prior to August 29, 2005) and pre-used (previously served as the foundation for a structure). This definition of slab shall not include concrete or masonry driveways, concrete or masonry sidewalks, concrete or masonry patios, concrete or masonry retaining walls or concrete or masonry parking pads.

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G. "Structure" shall mean any object constructed or installed by a person including, but not limited to, buildings, towers, smoke stacks, windmills, and flag poles.

H. "Undeveloped Property" shall mean any premises that have never been improved by the installation of a building, home, or other structural improvements.

I. "Vacant Property" shall mean any premises that at any time within the twenty (20) years preceding the adoption of this ordinance had improvements, such as a building, home, or other structural improvements, and whose building(s), home(s), or other structural improvement(s) are no longer existing or standing. For the purposes of this ordinance, any premises that within the twenty (20) years preceding the adoption of this ordinance had improvements such as a building, home, or other structural improvement and only has a foundational slab of such building, home, or other structural improvement remaining, shall be considered "Vacant Property."

Section 4. DEVELOPED PROPERTY AND VACANT PROPERTY; DUTIES OF OWNER, OCCUPANT, OR PERSON(S) IN CHARGE. The owner, occupant, or person(s) in charge of Developed Property and Vacant Property shall keep such premises free of old, pre-used and uncovered slabs and/or pilings. Every person in charge who shall allow any such slabs, pilings, or property in such a state shall be deemed in violation of this Ordinance. This section shall not apply to undeveloped property.

Section 5. PROVISIONS APPLYING TO PERSONS IN CHARGE REGARDING POSSIBLE VIOLATIONS. Upon discovery and inspection by the City of Long Beach Code Enforcement Office of any premises or property conditions in violation of Section 4 *supra.*, the inspector of the City of Long Beach Code Enforcement Office, or a city official appointed by such office, shall give Notice to owner, occupant, or person(s) in charge of the Developed Property and Vacant Property of the apparent violation. Such notice shall provide either by personal service upon the owner, occupant, or person(s) in charge of the Developed Property and Vacant Property, or by U.S. registered mail to the owner of record of said property according to the most recent tax assessment rolls of the City of Long Beach, and shall inform such person that based upon inspection by the City of Long Beach Code Enforcement Office there exists slab, pilings and/or other objectionable, unsightly, or unsanitary matter on the above described property, that violate the City's adopted building codes such that the property is a nuisance in violation of City of Long Beach Ordinance. The owner, occupant, or person(s) in charge of the Developed Property and Vacant Property shall have 30 days from service of such Notice, or if mail, 30 days from the date of mailing of such Notice to abate the nuisance. In the event that the Code Enforcement Office, after that thirty (30) day period provided above, find and determine that the premises have not

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been so fully abated of all violations, the owner, occupant, or person(s) in charge may be charged with a misdemeanor under this ordinance, with each day upon which a nuisance continues thereafter deemed a separate misdemeanor violation.

Section 6. VIOLATION. Any person violating any provision of this ordinance may be charged with a misdemeanor and upon conviction thereof, shall be guilty of a misdemeanor and may be punished by a fine therefore in an amount not to exceed the maximum allowed by Mississippi law. Notice of such a misdemeanor charge shall comply with the notice requirements of Mississippi law. The procedure for such a misdemeanor charge shall be as with other misdemeanors. The City of Long Beach Municipal Court shall have original jurisdiction over said misdemeanor trial. Upon any conviction of a misdemeanor under this ordinance, the owner, occupant, or person(s) found guilty of that violation shall be compelled to abate the nuisance within thirty (30) days, and subject to a fine of not more than \$500.00, or both.

Section 7. PENALTY FOR FAILURE TO COMPLY WITH AN ORDER FROM THE MUNICIPAL JUDGE OF THE CITY OF LONG BEACH.

If the nuisance is not abated within 30 days after the Order by the Municipal Court of City of Long Beach compelling same, the City of Long Beach may proceed to abate the nuisance and will levy the cost to the property's tax for the coming year.

Section 8. SEVERABILITY. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 9. OTHER REMEDIES. The provisions for remedying violations of this ordinance are in addition to other applicable remedies at law, including but not limited to an action in court for an injunction.

Section 10. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Long Beach Board of Aldermen.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Alderman Parker, seconded by Alderman Griffin and the question being put to a roll call vote by the Mayor, the result was as follows:

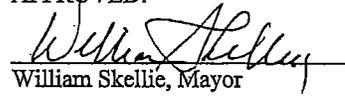
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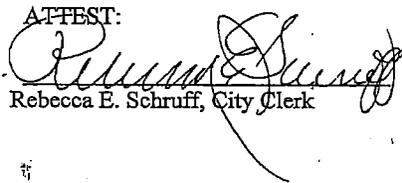
Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kelly Griffith	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the Ordinance adopted and approved this 4th day of August, 2015.

APPROVED:


William Skellie, Mayor

ATTEST:


Rebecca E. Schuff, City Clerk

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Considerable discussion was held regarding the Sign Ordinance; no official action was required or take at this time.

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 Ponthieux made motion seconded by Alderman Griffin 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