

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. BIDS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Kimberly Nastasi and Jenny Levens; Coast Chamber
 - 2. Proclamation - Safe Digging Month; April, 2016
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. * PUBLIC COMMENTS-AGENDA ITEMS ONLY
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. March 15, 2016 - Public Hearings/Regular
 - 2. PLANNING COMMISSION
 - a. March 24, 2016
 - 3. PORT COMMISSION
 - a. March 17, 2016
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 040516
- X. UNFINISHED BUSINESS
 - 1. Application for Zoning Map Change; 0 Beach Blvd. (between Marcie and Markha Drive) R-1 to R-4 to Construct RV Resort - Dennis Stieffel & Assoc. on behalf of Henry Houng Le
 - 2. Magnolia Studios, LLC/Plan the Coast
- XI. NEW BUSINESS
 - 1. Special Event Application-5K Colorful Pom Run; LBHS Cheerleaders
 - 2. Resignation/Appointment Prosecutor Pro-Temp
 - 3. Robert Gales, 117 Mount Bass - Drainage Ditch
- XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. ENGINEER
 - a. Water Main Improvements-North Seashore Drive Contract Amendment
 - b. Sewer Inspection-2015 Contract Amendment
 - c. Change Order #1-Sewer Inspection 2015
 - d. Supplemental Agreement #3-Drainage/Sidewalks Commission Road
 - 3. UTILITY PARTNERS-PUBLIC WORKS/UTILITY BILLING
 - a. Donation-(2) Ingersall-Rand Air Compressors; Danny Leggett
 - b. Shahded Naghshpour-Request to Waive Water Bill on Vacant Story, 602 North Nicholson Avenue
 - c. Declare Surplus Property for Auction
 - 4. FIRE DEPARTMENT
 - a. Declare Surplus Property
 - 5. PERSONNEL
 - a. Fire Department-(3) Promotions
 - b. Police Department-(1) Resignation
 - c. Building Office-(1) Step Increase; (1) New Hire
 - 6. CITY CLERK
 - a. Appointments to Port Commission-Ward 2 and Ward 5
 - b. Copy Machine Contract/Maintenance Agreement
 - c. Budget Amendment FY15-16 Water/Sewer & Purchase of Equipment out of Water/Sewer Contingency Fund
 - d. Library Hours
 - e. Request to Waive Rental Fees-Recreation Facility; Rotary Club
 - f. Recreation-Declare Surplus Property
 - 7. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
- XIII. REPORT FROM CITY ATTORNEY
 - 1. June O'Neal Cemetery Plots
 - 2. Maintenance Agreement/Consent to Assignment, Caldwell Tanks, Inc.-Marcie Drive Elevated Tank
 - 3. Resolution-Request Harrison County Board of Supervisors to Pave Harris Avenue from East Old Pass Road to Railroad Street
 - 4. Local/Private Legislation-Long Term Municipal Leases
- XIV. * PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA
- XV. ADJOURN (OR) RECESS

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

Minutes of April 5, 2016
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in April, 2016, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

Alderman Bernie Parker was absent the meeting.

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

The meeting was called to order and the Mayor recognized Ms. Kimberly Nastasi and Ms. Jenny Levens to discuss the various activities sponsored by the Coast Chamber of Commerce.

The Mayor and Board of Aldermen proclaimed April, 2016, as Safe Digging Month.

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The Mayor and Board of Aldermen proclaimed April 10-16, 2016, as National Library Week.

The following Long Beach citizens were recognized:

- Jimmy Johnson, Outstanding Service by a Public Servant Award.
- Grace Bennett, winner of the Celebrate the Gulf Poster Contest.

There were no amendments to the agenda.

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

Minutes of April 5, 2016
 Mayor and Board of Aldermen

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY

NOTE: All comments shall 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 will not 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.

	PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	Charles A. Bogg 806-8228 630 West Beach	X 1	Unfunded Business Zoning Map Change
2	Dave Red 125 Markham Long Beach	X 1	Zoning Change Requirement
3	Tony Wilder 156 Markham Dr.	X 1	Zoning Change
4	Dr. Charles R. WELCH 125 WEST AVE. (601)618-5501	X 1	Zoning Change
5	HENRY KIJONKA 139 PEA OAK 228-206-2240	X 1	Zoning CHANGE
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

Alderman Young made motion seconded by Alderman Hammons and unanimously carried to approve the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated March 15, 2016, as submitted.

After considerable discussion regarding Tourist Homes, Daily/Weekly Rentals, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated March 24, 2016, as submitted

Minutes of April 5, 2016
Mayor and Board of Aldermen

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Long Beach Port Commission dated March 17, 2016, as submitted.

Alderman Griffin made motion seconded by Alderman Ponthieux and unanimously carried to approve payment of invoices as listed in Docket of Claims number 040516.

There came on for consideration the Application for Zoning Map Change; 0 Beach Blvd. (between Marcie and Markham Drive) R-1 to R-4 to Construct RV Resort – Dennis Stieffel & Assoc. on behalf of Henry Houng Le, considered at a public hearing duly held and convened on March 15, 2016, and taken under advisement for further consideration and review on April 5, 2016.

The Clerk submitted petitions received on March 23, 2106, at 2:50 p.m. objecting to the zoning map change, as follows:

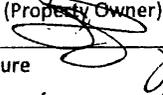
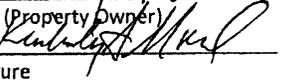
Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest – Zoning Change

Date: 3/21/16

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcie Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4

<u>STACEY ROGERS</u>	<u>601 N. Solomon St / 114 Marcie Dr.</u>
Name (Property Owner)	Address
	<u>0512I-03-024.000</u>
Signature	Tax Parcel Number
<u>Kimberly Morand</u>	<u>601 N. Solomon St / 114 Marcie Dr.</u>
Name (Property Owner)	Address
	<u>0512I-03-024.000</u>
Signature	Tax Parcel Number

_____ Name (Property Owner)	_____ Address
_____ Signature	_____ Tax Parcel Number
_____ Name (Property Owner)	_____ Address
_____ Signature	_____ Tax Parcel Number
_____ Name (Property Owner)	_____ Address
_____ Signature	_____ Tax Parcel Number

If additional names are necessary to achieve the 20% requirement, please make copies of this page for additional names.

Minutes of April 5, 2016
Mayor and Board of Aldermen

125 Markham Drive
Long Beach, MS
March 23, 2016

Ms. Rebecca Schruff
City Clerk
City of Long Beach, MS

Ms. Schruff:

Please see the seven (7) attached petition forms to appeal the zoning application for Mr. Huong Henry Le. These people are property owners within 160 feet of the property referenced in the application.

Thank you.


Dave Reed
125 Markham Drive
Long Beach, MS 39560
985-788-0536
vickianddave1@gmail.com

Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest – Zoning Change

Date: 3-22-16

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcle Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4.

WILLIAM E LANSDALE 134 MARKHAM DR
Name (Property Owner) Address
William E Lansdale 0512J-01-009.000
Signature Tax Parcel Number

WILLIAM E LANSDALE 134 MARKHAM DR
Name (Property Owner) Address
William E Lansdale 0512J-01-009.001
Signature Tax Parcel Number

(Mary) Carla Lansdale 134 Markham Dr.
Name (Property Owner) Address
Carla Lansdale 0512J-01-009.000
Signature Tax Parcel Number

(Mary) Carla Lansdale 134 Markham Dr.
Name (Property Owner) Address
Carla Lansdale 0512J-01-009.001
Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

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Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest -- Zoning Change

Date: 3/20/16

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcie Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4.

Sherrill Finkelstein 126 MARKHAM DRIVE, Long Beach, MS 39560
Name of Property Owner Address
Sherrill Finkelstein 0512 J-01-005.000
Signature Tax Parcel Number
Current address: 206 Reeves, LB 39560

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

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Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest – Zoning Change

Date: 3/18/2016

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcie Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4.

James Thompson 120 Marcie Dr.
Name (Property Owner) Address
James Thompson 05121-03-021.000
Signature Tax Parcel Number

Sandra M. Thompson 120 Marcie Dr.
Name (Property Owner) Address
Sandra M. Thompson 05121-03-021.000
Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

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123 Marcie
Long Beach, MS

Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest – Zoning Change

Date: 3/18/16

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcie Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4.

<u>Barbara Buckley</u> Name (Property Owner)	<u>128 Markham Dr</u> Address
<u>Barbara Buckley</u> Signature	<u>0512J-01-006.000</u> Tax Parcel Number
<u>current 19156 Marne Dr</u> <u>Butport MS 39503</u> Name (Property Owner)	Address
Signature	Tax Parcel Number
Name (Property Owner)	Address
Signature	Tax Parcel Number
Name (Property Owner)	Address
Signature	Tax Parcel Number
Name (Property Owner)	Address
Signature	Tax Parcel Number

If additional names are necessary to achieve the 20% requirement, please make copies of this page for additional names.

Minutes of April 5, 2016
Mayor and Board of Aldermen

*Paul Buckley
14156 Markham Dr
Gulfport, MS 39503*

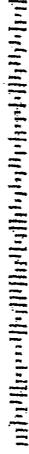


GULFPORT MS 395

19 MAR 2016 PM 2 L

*Tony Wilder
156 Markham Dr
Long Beach MS 39560*

3956035504



Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest – Zoning Change

Date: 3.17.16

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcie Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4

Christie L. Barron
Name (Property Owner) 122 MARCIE DR, LONG BEACH, MS 39560
Address
[Signature]
Signature 05121-03-020.000
Tax Parcel Number
CURRENT address: 10381 ROAD 791, PRESTON, MS 39354

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

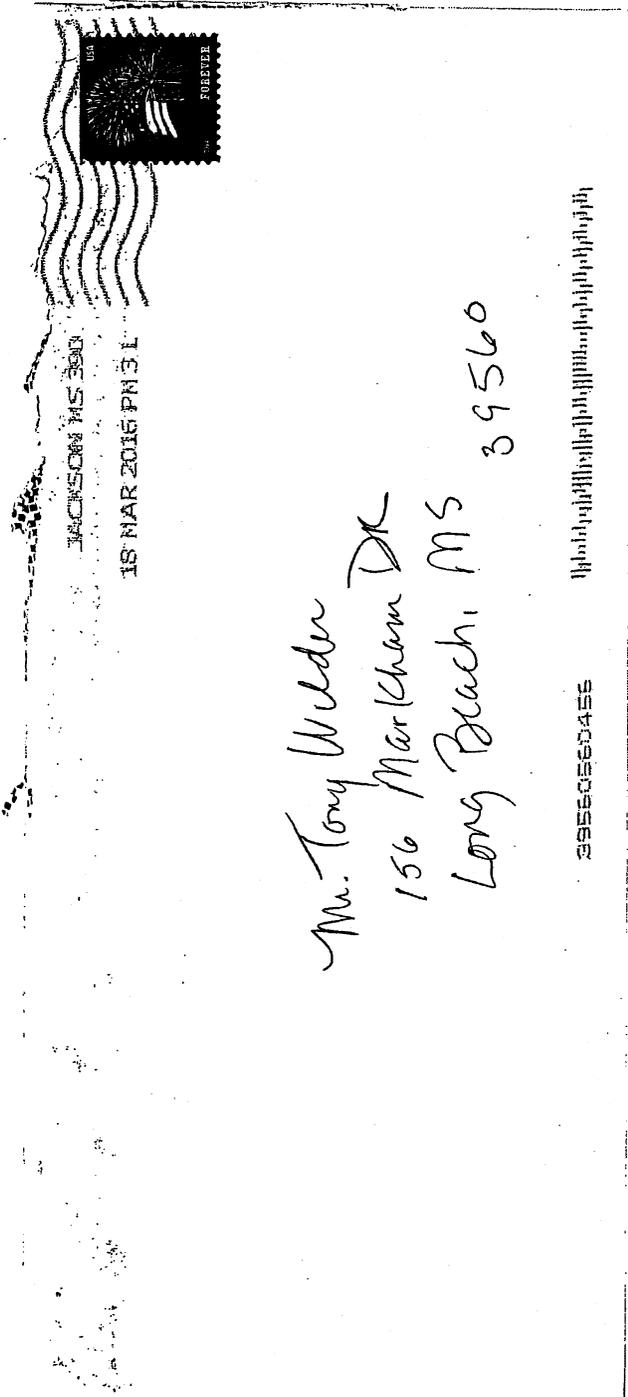
Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

If additional names are necessary to achieve the 20% requirement, please make copies of this page for additional names.

Minutes of April 5, 2016
Mayor and Board of Aldermen



Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest – Zoning Change

Date: 3-18-16

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcle Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4.

GEORGE GROH
Name (Property Owner)
[Signature]
Signature

128 MARKHAM DR
Address
0512J-01-007.000
Tax Parcel Number

Name (Property Owner)

Signature

Address

Tax Parcel Number

Name (Property Owner)

Signature

Address

Tax Parcel Number

Name (Property Owner)

Signature

Address

Tax Parcel Number

Name (Property Owner)

Signature

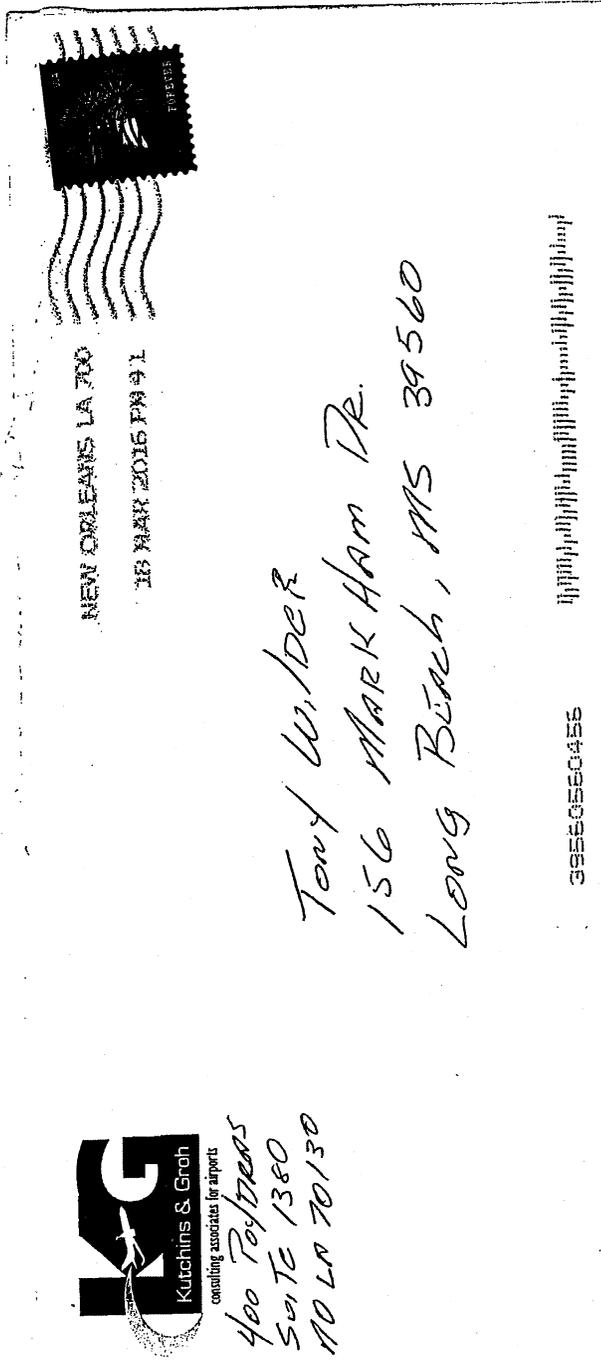
Address

Tax Parcel Number

If additional names are necessary to achieve the 20% requirement, please make copies of this page for additional names.

GEORGE GROH
800 LAKESHORE PKWY
NEW ORLEANS, LA 70124

Minutes of April 5, 2016
Mayor and Board of Aldermen



Minutes of April 5, 2016
Mayor and Board of Aldermen

City of Long Beach Petition of Protest – Zoning Change

Date: 3/17/16

To: City of Long Beach Board of Aldermen
Applicant: Huong Henry Le
Location: North of U.S. Highway 90; west of Marcie Drive; east of Markham Drive
Date of Hearing: March 15, 2016 (Under Advisement until April 5, 2016, for Attorney General Opinion)

The below signed property owners, being within 160 feet of the rezoned parcel in question, object to the decision of the Board of Aldermen to rezone the petitioned parcel to R-4.

Dennis M. Karelis 3561 Calumet Dr.
Name (Property Owner) Cincinnati, OH 45245
Address
[Signature] 0512J-01-007,001
Signature Tax Parcel Number 130 Markham Dr.

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

Name (Property Owner) Address

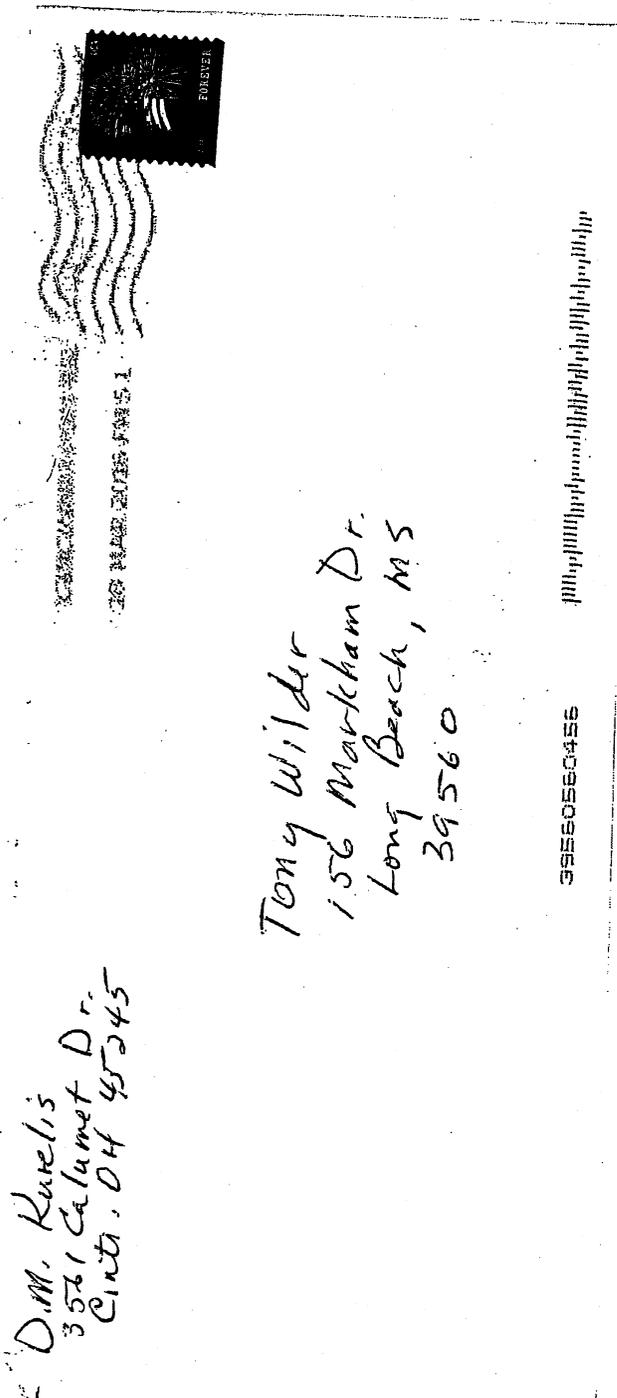
Signature Tax Parcel Number

Name (Property Owner) Address

Signature Tax Parcel Number

If additional names are necessary to achieve the 20% requirement, please make copies of this page for additional names.

Minutes of April 5, 2016
Mayor and Board of Aldermen



Upon discussion, the City Attorney apprised the Mayor and Board of Aldermen that an Attorney General's Opinion regarding a local ordinance would not be available, whereupon, Alderman Ponthieux submitted a written motion for the record as follows:

Minutes of April 5, 2016
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.

April 5, 2016

Mr. Mayor, and Members of the Board of Aldermen;

I feel we need additional information and explanation from the Planning Commission before we make a final vote on this issue. I do not believe we have a full explanation of what changes in the character of the neighborhood have supposedly occurred in this area which are offered in support of this request. I'd like to know more about the changes which have occurred, both since the last time we looked at this area, maybe before Katrina, and also since our map adoption in 2013. Considering the protests that have been filed, I think we should look very carefully at this matter, and be sure that any decision we make is adequately supported by the record of proceedings.

My motion will be that we send this back to the Planning Commission for further hearings and review, with a request that additional information be provided in the record of the hearing to show what changes may have occurred over the years that would support the requested change as recommended by the Planning Commission.

Sincerely,

Gary J. Ponthieux

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

Alderman Young seconded the motion and the aforesaid motion carried upon the affirmative voice vote of all the Aldermen present and voting.

Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to deny the Magnolia Studios, LLC/Plan the Coast proposal.

Alderman Griffin made motion seconded by Alderman Carrubba and unanimously carried to waive rental fees on the Town Green and approve the Special

Minutes of April 5, 2016
Mayor and Board of Aldermen

Event Application and Town Green Permit-5K Colorful Pom Run, LBHS Cheerleaders,
as follows:

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

Date Received By Clerk's Office: 3/17/16 Time: 3:50 By: SS

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

Sponsoring Organization's Legal Name: Long Beach High School Cheerleaders

Organization Address: 300 E. Old Pass Rd. Long Beach, MS

Organization Agent: Brandy Zink Title: Coach

Phone: 669-5149 Work Home 803-6945 During event 669-5149

Agent's Address: same as above

Agent's E-Mail Address: _____

Event Name: Colorful Pom Run

Please give a brief description of the proposed special event: A 1 mile and 5K Run (with colored powder @ 1/2 way and finish line).

Event Day(s) & Date(s): April 23rd Event Time(s): 7-10 A.M. Run @ 8:00

Set-Up Date & Time: April 23rd Tear-Down Date & Time: 7 A.M. 9 A.M.

Event Location: Town Green to Lang Ave. and back

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

How many years has this event occurred? 0

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 5, 2016
Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/ Time: 8:00 ^{4/23} through Date/ Time 9:30 ^{4/23}

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 150+

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

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

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? Town Green RR?

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

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

Street closures - Town Green, Magnolia, Lang

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 5, 2016
Mayor and Board of Aldermen

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

Long Beach School District

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

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance which names the City of Long Beach as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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

3/16/16
Date

BRANDY JUNK
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 5, 2016
Mayor and Board of Aldermen

Event Title: Colorful Pow Run : BNS Cheerleaders

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

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

Police Dept.: ms Recommend Approval: YES NO Est. Economic Impact: \$?

Fire Dept.: ms Recommend Approval: YES NO Est. Economic Impact: \$ _____

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

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

Parks/REC: PP Recommend Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions WALK & RUN COMMENCE AT SAME TIME;

CONTAINER COLORED POWDER TO REVIEW INGREDIENTS PRIOR TO
EVENT APPROVAL - NO ROAD CLOSURES - SIGNS ONLY

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 5, 2016 Mayor and Board of Aldermen

Print - Maps

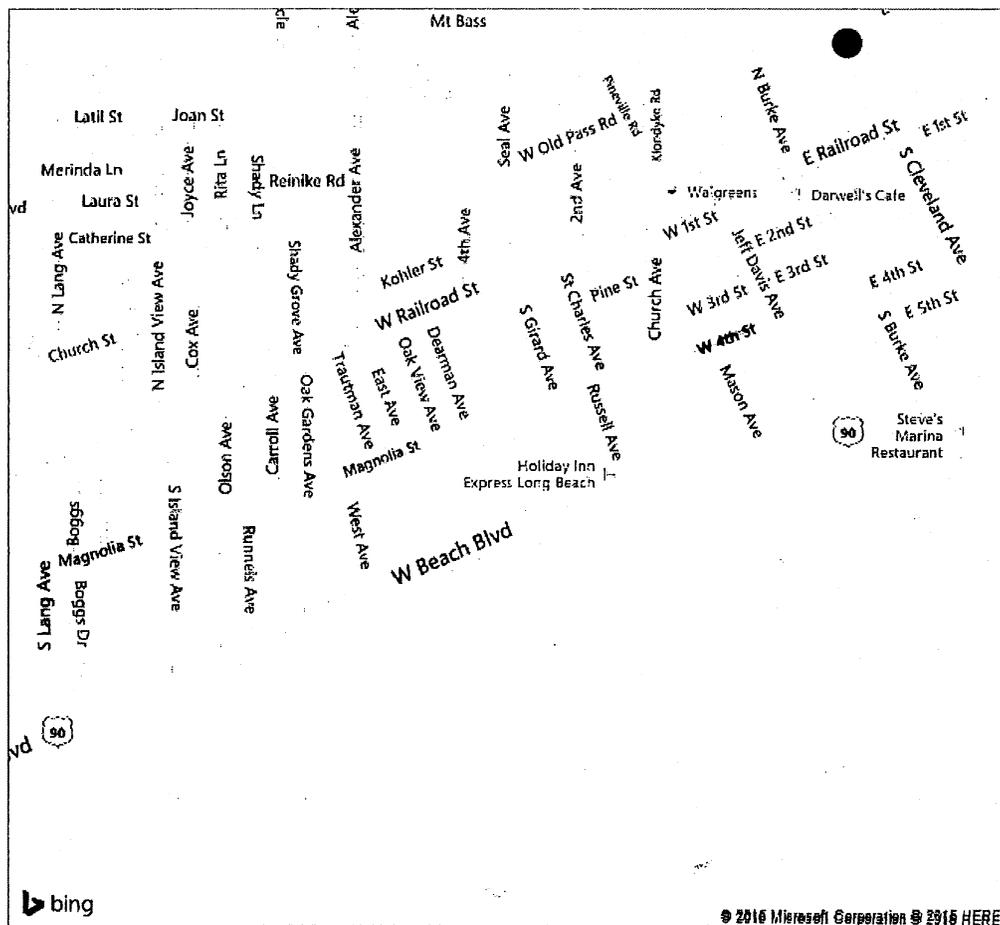
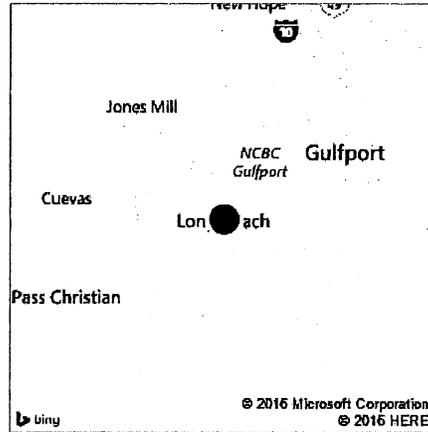
Page 1 of 1

bing Maps

Long Beach, MS

My Notes
3.12 mi.
out back

On the go? Use m.bing.com to find maps, directions, businesses, and more



<http://www.bing.com/maps/print.aspx?mkt=en-us&z=15&s=r&cp=30.344186,-89.157402...> 3/15/2016

Minutes of April 5, 2016
Mayor and Board of Aldermen

Brandy Zink

Long Beach High School
Long Beach, MS 39560
(228) 863-6945
brandy.zink@lbsd12.com

16 March 2016

Long Beach Board of Aldermen

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

To whom it may concern,

The Long Beach High School Cheerleaders have requested permission to host a 5k/1 mile fun run as a fundraiser. The run will take place on Saturday, April 23rd. We will begin at the Town Green. The cheerleader booster club is a registered non-profit. We are hoping to use the Town Green and have the rental fee waived.

We will be raising funds for the upcoming 2016 football season and hope to make as much money as possible. We do not receive funds from the football concession stand or any gate fees. We must rely solely on donations and funds raised.

Please accept our request to use the Town Green at no cost.

Warm regards,

Brandy Zink

Minutes of April 5, 2016
Mayor and Board of Aldermen

3/17/2016

Long Beach School District Mail - insurance policy



Brandy Zink <brandy.zink@lbsdk12.com>

insurance policy

2 messages

Brandy Zink <brandy.zink@lbsdk12.com>
To: Cindy Teague <Cindy.Teague@bxsi.com>

Thu, Mar 17, 2016 at 8:23 AM

Good morning!

I tried to avoid the policy, but I can't! I guess the mayor is always right haha! Did you receive the application? Is it all set? My booster club will be purchasing it for the event!

Thanks,

Brandy Zink

Cindy Teague <Cindy.Teague@bxsi.com>
To: Brandy Zink <brandy.zink@lbsdk12.com>

Thu, Mar 17, 2016 at 8:37 AM

Brandy,

Yes, I got the application, I sent it over to the company yesterday, should be getting a quote this morning and I will send it over as soon as I get it. Thanks ☺

Cindy Teague

Account Manager



BancorpSouth
Insurance Services, Inc.

Stewart Sneed Hewes

228-863-5362 Phone

228-563-6134 Direct

228-863-1957 Fax

<https://mail.google.com/mail/u/0/?ui=2&ik=65ca6765d2&view=pt&search=inbox&th=15384bee0fc99b5b&siml=15384bee0fc99b5b&siml=15384cb856b80a10>

1/2

Minutes of April 5, 2016
Mayor and Board of Aldermen

April 23, 2016

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

TOWN GREEN

Group / Individual Name (Permit fee):

Long Beach High School Cheerleaders

Telephone Number: (728) 863-6945 (228) 669-5149

Street Address: 300 E. Old Pass Rd.

City Long Beach State MS Zip 39560

Type of Event: The Colorful-Pom Run

Start Time: 7:00 AM

Closing Time: 10:00 AM

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

April 23, 2016
(Date) Saturday, South Gazebo

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

X Signature: Brandy Link Date: 3/15/16

Rental Fee \$ 50.⁰⁰ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ 200.⁰⁰ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of April 5, 2016
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I BRANDY ZINK, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

X This, the 15 day of March, 20 16.
X Authorized Signature BRANDY ZINK
Witness [Signature]

Based upon the recommendation of Municipal Court Judge Bradley Rath, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to accept the resignation of Municipal Court Prosecutor Pro-Tempore Dustin Uselton and to appoint Ramiro "Remy" Orozco as the new Municipal Prosecutor Pro-Tempore.

Minutes of April 5, 2016
Mayor and Board of Aldermen

Robert Gales, 117 Mount Bass, was not present to discuss the drainage ditch behind his home, however, it was determined for the record that Utility Partners will look into the matter once the ground dries out.

REPORT FROM THE MAYOR'S OFFICE:

- Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to accept the resignation of Ms. Sigrid Seiller from the Long Beach Tree Board and to appoint Ms. Linda Casey to fill her unexpired term, Present-July, 2017.
- The Mayor introduced the new Building Official/Zoning Enforcement Officer, John Eustace.

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

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Mayor and Board of Aldermen



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

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0867
FAX (228) 863-5232

March 24, 2016

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

RE: Water Main Improvements – North Seashore Drive

Ladies and Gentlemen:

Please find the attached proposed amendment to the contract for basic services for the referenced project. This proposed change results in an increase in fees for basic services for the project, but is still in conformance with the "industry standard" fee curve for professional services as promulgated by the National Society of Professional Engineers. We request your approval of this amendment.

Sincerely,

David Ball, P.E.

DB:2062
Enclosure

Minutes of April 5, 2016
Mayor and Board of Aldermen

AMENDMENT NUMBER 2 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

WATER MAIN IMPROVEMENTS – NORTH SEASHORE DRIVE

It is agreed to modify the referenced Contract in accordance with the provisions contained in the Agreement dated July 16, 2015:

A. PAYMENT

1. As set forth in Section 9.01.A of the Contract, the original fee for basic services was estimated at \$9,600, which fee has now been exhausted in the performance of the work. The Engineer proposes that the total estimated fee for basic services be modified to \$12,200, to be billed on an hourly basis in conformance with the contract. Based on an estimated project construction cost of \$140,000, this total estimated fee for basic services is in conformance with the normal fee curve for engineering services.

OWNER:
CITY OF LONG BEACH, MISSISSIPPI

ENGINEER:
A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____
William Skellie, Jr.; Mayor

By: M. Scott Burge
M. Scott Burge, P.E.; President
MS PE #9550

Date Signed: _____

Date Signed: 3-24-16

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the contract amendment, Water Main Improvements – North Seashore Drive, all as set forth above.

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

Minutes of April 5, 2016
Mayor and Board of Aldermen



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

520 33RD STREET
GULFPORT, MS 39507

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

March 24, 2016

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

RE: Sewer Inspection – 2015

Ladies and Gentlemen:

Please find the attached proposed amendment to the contract for design and construction phase services for the referenced project. This proposed amendment results in an increase in basic services which are needed to complete the project, but results in a decrease in estimated fees for topographical survey and construction inspection services. This change results in an overall decrease in the total estimated fee. We request your approval of this amendment.

Sincerely,

David Ball, P.E.

DB:2063
Enclosure

Minutes of April 5, 2016
Mayor and Board of Aldermen

AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

SEWER INSPECTION - 2015

It is agreed to modify the referenced Contract in accordance with the provisions contained in the Agreement dated August 26, 2015:

A. PAYMENT

- As set forth in Section 9.01.A of the Contract, the original fee for basic services needed for the work was estimated at \$5,000. Also, estimated fees for topographical surveys and construction inspection fees were \$1,000 and \$5,000, respectively. This resulted in a total estimated fee of \$11,000. Due to the type of project, neither topo surveys nor construction inspection services have yet been required or provided. However, the Engineer estimates approximately \$2,500 of additional fees for basic services work is needed to complete the project, and therefore proposes the following revisions to the contract:

Basic Services	\$7,500
Topo Surveys	\$0
Construction Inspection	\$1,000
TOTAL ESTIMATED FEES	Not to Exceed \$8,500

- This total of estimated fees will not be exceeded without prior written authorization.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: _____
William Skellie, Jr.; Mayor

Date Signed: _____

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

By: M. Scott Burge
M. Scott Burge, P.E.; President
MS PE #9550

Date Signed: 3-24-16

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the contract amendment, Sewer Inspection – 2015, all as set forth above.

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

Minutes of April 5, 2016
Mayor and Board of Aldermen



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

520 33RD STREET
GULFPORT, MS 39507

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

March 24, 2016

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

**RE: Change Order No. 1
Sewer Inspection - 2015**

Ladies and Gentlemen:

We have attached a proposed summary change order for the referenced project. This change order accomplishes multiple purposes:

1. This change order adjusts all quantities to their final, field-measured quantities of sewer main actually video-inspected. The original contract quantities were estimated utilizing schematic, city-wide sewer maps, without the benefit of topographical surveys.
2. This change orders adds a pay item to compensate the Contractor for certain segments of the pipe which required extremely heavy cleaning, several of which required multiple hours of cleaning efforts to successfully complete. This is above the normal standard of practice and is justifiable in our opinion.

We hereby request your approval of this change order so work may continue.

Sincerely,

David Ball, P.E.

DB:2062
Enclosure

Minutes of April 5, 2016 Mayor and Board of Aldermen

Change Order No. 1 (Summary)

Date of Issuance: 3/24/2016 Effective Date: 4/5/2016

Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:
Contract: <u>Sewer Inspection - 2015</u>	Date of Contract: <u>1/21/2016</u>	
Contractor: <u>Gulf Coast Underground, LLC.</u>	Engineer's Project No.: <u>2063</u>	

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

Description:

1. Adjust contract quantities to final field quantities, as measured and verified by video documentation provided by Contractor. Original estimated quantities were done without benefit of topographical surveys and were based on schematic maps of the City's sewer system.
2. A portion of the City's sewer system required extremely heavy cleaning, above and beyond the normal standard practice, which will be measured for additional payment as "Heavy Cleaning".

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$50,356.00

(Decrease) in Contract Price from previous Change Orders No. n/a to No. n/a
\$0.00

Contract Price prior to this Change Order:
\$50,356.00

(Increase) in Contract Price due to this Change Order:
\$5,596.60

Revised Contract Price incorporating this Change Order:
\$55,952.60

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 60 Calendar days
Substantial completion (days or date): 4/2/2016
Ready for final payment (days or date): _____

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

Contract Times prior to this Change Order:
Substantial completion (days or date): 4/2/2016
Ready for final payment (days or date): _____

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

Contract Times incorporating this Change Order:
Substantial completion (days or date): 4/2/2016
Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: 

By: _____

By: _____

Date: 3-24-2015

Date: _____

Date: _____

Minutes of April 5, 2016
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 (Summary) PROJECT NO. 2063

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
1-A	MOBILIZATION	1 L.S.	\$6,766.00	\$6,766.00		\$0.00	1	\$6,766.00
2-A	CLEAN AND VIDEO SEWER MAINS (MOCKINGBIRD)	5,900 L.F.	\$2.00	\$11,800.00	317.40	\$634.80	5,817.40	\$11,634.80
2-B	CLEAN AND VIDEO SEWER MAINS (S. FOREST)	3,800 L.F.	\$2.00	\$7,600.00	(1,234.30)	(\$2,468.60)	2,565.70	\$5,131.40
2-C	CLEAN AND VIDEO SEWER MAINS (ISLAND VIEW)	2,000.0 L.F.	\$2.00	\$4,000.00	(76.60)	(\$153.20)	1,923.40	\$3,846.80
2-D	CLEAN AND VIDEO SEWER MAINS (ALEXANDER)	900 L.F.	\$2.00	\$1,800.00	107.60	\$215.20	1,007.60	\$2,015.20
2-E	CLEAN AND VIDEO SEWER MAINS (KLONDYKE)	1,000 L.F.	\$2.00	\$2,000.00	490.00	\$980.00	1,490.00	\$2,980.00
2-F	CLEAN AND VIDEO SEWER MAINS (NICHOLSON)	7,100 L.F.	\$2.00	\$14,200.00	1,601.90	\$3,203.80	8,701.90	\$17,403.80
3-A	MAINTENANCE OF TRAFFIC (MOCKINGBIRD)	1 L.S.	\$490.00	\$490.00		\$0.00	1.00	\$490.00
3-B	MAINTENANCE OF TRAFFIC (S. FOREST)	1 L.S.	\$500.00	\$500.00		\$0.00	1.00	\$500.00
3-C	MAINTENANCE OF TRAFFIC (ISLAND VIEW)	1 L.S.	\$500.00	\$500.00		\$0.00	1.00	\$500.00
3-D	MAINTENANCE OF TRAFFIC (ALEXANDER)	1 L.S.	\$500.00	\$500.00		\$0.00	1.00	\$500.00
3-E	MAINTENANCE OF TRAFFIC (KLONDYKE)	1 L.S.	\$500.00	\$500.00		\$0.00	1.00	\$500.00
3-F	MAINTENANCE OF TRAFFIC (NICHOLSON)	1 L.S.	\$500.00	\$500.00		\$0.00	1.00	\$500.00
CO1-1	HEAVY CLEANING	0 L.F.	\$2.00	\$0.00	1,592.30	\$3,184.60	1,592.30	\$3,184.60
				TOTAL		\$5,596.60		\$55,952.60

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers, Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Based upon the recommendation of Mr. Ball, Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve Change Order Number 1, Sewer Inspection 2015, Gulf Coast Underground, LLC, all as set forth above.

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

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Mayor and Board of Aldermen



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

520 33RD STREET
GULFPORT, MS 39507

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

March 31, 2016

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

**RE: Supplemental Agreement #3
Drainage and Sidewalk Improvements along Commission Rd**

Ladies and Gentlemen:

Although the original project scope was completed successfully quite some time ago, repairs to Commission Road were found necessary during the walkthrough. These repairs took quite some time and several efforts by the Contractor to complete, and were not reimbursed by the City. Due to the time and costs necessary to make the repairs satisfactory and in the interest of partnering with the Contractor, we recommend City approval of the attached Supplemental Agreement #3 which extends contract time for the project. This Supplemental Agreement adds no costs to the project, however, liquidated damages will be partially eliminated due to the time extension. This has been informally reviewed by MDOT and they agree with this recommendation.

Sincerely,

David Ball, P.E.

DB:1895
Enclosure

**Minutes of April 5, 2016
Mayor and Board of Aldermen**

CSD-720-LPA

Sheet 1 of 2

**CITY OF LONG BEACH, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 3**

WHEREAS, WE Gulf Breeze Landscaping, LLC, Contractors, and U.S. Specialty Insurance Co., Surety, entered into a contract with the City of Long Beach, LPA, on the 1st day of April, 2014, for the construction of Federal Aid Project No. SRSP-9368-00(001) LPA/105864-401000, Harrison, County; and

WHEREAS, in order to ensure the safety of the travelling public, a repair to Commission Road was required; AND

WHEREAS, this required coordination with a sub-contractor for work which was outside the original scope of the work; AND

WHEREAS, the Contractor completed all pay item work on September 26, 2014 and made asphalt repairs to Commission Road on November 26, 2014; AND

WHEREAS, this work was performed at no additional cost to the LPA; AND

WHEREAS, in the interest of fairness and mutual benefit, the LPA intends to partner with the Contractor to extend contract time for the repair of the roadway;

NOW THEREFORE, it is mutually agreed that the addition of 61 calendar days will result in a revised completion date of November 2, 2014 with a total of 195 calendar days in contract time. Work addressed herein will not be reconsidered for any increase in contract time. It is mutually agreed that the above stated time allowance shown herein shall be full and final compensation for time, traffic control, labor, materials, equipment, and incidentals used in completing the work described herein.

Original Contract Time:	100 Calendar Days
Additional Contract Time per S/A #2:	34 Calendar Days
Additional Contract Time per S/A #3:	61 Calendar Days
Total Revised Contract Time:	195 Calendar Days
Revised Completion Date:	November 2, 2014

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein;

NOW, THEREFORE, WE, Gulf Breeze Landscaping, LLC, Contractors, and U.S. Specialty Insurance Co., Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Minutes of April 5, 2016
Mayor and Board of Aldermen

CSD-720-LPA

Sheet 2 of 2

Dated, this _____ day of _____, 20__

Surety

Contractor

RECOMMENDED FOR APPROVAL:

LPA Professional

MDOT District Engineer

MDOT State Const. Engineer

APPROVED:

Mississippi Department of Transportation

By: _____
Executive Director

Book: _____ Page _____

By: _____
LPA Official

Date

Based upon the recommendation of Mr. Ball, Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to approve Supplemental Agreement #3, Gulf Breeze Landscaping, LLC, Drainage and Sidewalk Repairs along Commission Road, all as set for the above.

There came on for consideration a letter with attachment from Derrel Wilson, Project Manager, Utility Partners LLC, as follows:

Minutes of April 5, 2016
Mayor and Board of Aldermen



MEMO

TO: Mayor and Board of Aldermen
FROM: Derrel Wilson *DW*
DATE: March 14, 2016
RE: Attached proposed donation

Please be advised that Mr. Danny Leggett wishes to donate (2) Ingersall-Rand air compressors to the City of Long Beach, MS – 5HP, 80 gal., 230 volt, 3-phase. (See attached.)

Total value of contribution: \$3,000

Please consider this a request to accept this donation.

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Mayor and Board of Aldermen

18015 Pineville Road
Long Beach, MS 39560

March 4, 2016

To Whom It May Concern:

I would like to donate 2 (ea) Ingersall-Rand air compressors to the City of Long Beach, MS - 5HP, 80 gallon, 230 volt, 3-phase. Value: \$1,500 each.

Total value of contribution: \$3,000

Thank you,

Lisa Leggett
Leggett's Tire and Auto Service, Inc.
(228) 864-0511

Based upon the recommendation of Mr. Wilson, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to accept the donation from Leggett's Tire and Auto Service, Inc., all as set forth above.

There came on for consideration a request to waive water/sewer fees submitted by Shahdad Naghshpour on the vacant story of his building located on property at 602 North Nicholson Avenue.

Considerable discussion was held and based upon the verbiage in the Water and Sewer Ordinance prohibiting the request to waive fees, Alderman Griffin made motion

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seconded by Alderman Young and unanimously carried to deny the request to waive water/sewer fees as submitted, directing Mr. Naghshpour to meet with the utility billing office manager to explore options for relief. The City Attorney was authorized to assist in this matter.

There came on for consideration a letter with attachment from Derrel Wilson, Project Manager, Utility Partners, LLC, as follows:



Memo

To: MAYOR SKELLIE & BOARD OF ALDERMEN
From: DERREL WILSON, DIRECTOR OF PUBLIC WORKS *DW*
Date: 3/30/16
Re: Attached Auction/Surplus List

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

Please consider categorizing this equipment as surplus.

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Makita Chop Saw
Serial No. 638148E
Model #2414

Porter Cable Chop Saw
Serial No. 076935 D 4011
Model #1400

Craftsman Radial Arm Saw 12 inch
Mfg. # 972
Model #11329511

Miller Welding Machine
Serial No. JC626522

PW 157 – 2000 Chevrolet 3500 Dump Truck
VIN# 1GBJC34R5YF422073

Based upon the recommendation of Mr. Wilson, Alderman Griffin made motion seconded by Alderman Ponthieux and unanimously carried to declare the aforesaid property surplus for auction, all as set forth above.

Based upon the recommendation of Fire Chief Mike Brown, Alderman Griffin made motion seconded by Alderman Ponthieux and unanimously carried to declare Fire Department equipment surplus, as follows:

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Mayor and Board of Aldermen

cityclerk@cityoflongbeachms.com

From: Chief Mike <chiefmike@cityoflongbeachms.com>
Sent: Friday, April 01, 2016 7:22 AM
To: City Clerk
Subject: agenda

Becky, Please put these rescue tools (Jaws) on the agenda for surplus.

Year	Brand	Type	Model	ID/S.N.
1980??	Hurst	Spreader	?	0355
2003	Honda	Hydraulic Unit	JL4G	52989
1980??	Hurst	Combi Tool	KAEML2	44417F

Thank you and have a nice day,

Fire Chief Mike Brown
Long Beach Fire Department
P.O. Box 929
645 Klondyke Road
Long Beach MS 39560
Phone (228)863-7292
Fax (228)868-0070

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

FIRE DEPARTMENT:

- Promotion, Driver/Operator Craig Ahlers, FS-12-V, effective April 1, 2016;
- Promotion, Driver/Operator Josh Allen, FS-10-III, effective April 1, 2016;
- Promotion, Driver/Operator Kelly Whitman, FS-10-II, effective April 1, 2016.

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Mayor and Board of Aldermen

POLICE DEPARTMENT:

- Resignation, Police Officer 1st Class Ronald Slaughter, PS-9-B, effective March 12, 2016;
- Resignation, Dispatch Recruit Zachary Thomas, PS-1-B, effective March 11, 2016.

BUILDING OFFICE:

- Step Increase, Building Office Clerk Veronica Howard, CSA-7-IX, effective April 1, 2016.
- New Hire, Building Official/Zoning Enforcement Official John Eustace, Non-Civil Service/At-Will Position, \$47,000.00 annually, effective April 1, 2016.

There came on for consideration appointments to the Long Beach Port Commission, and Alderman Mark Lishen made motion seconded by Alderman Carrubba and unanimously carried to re-appoint Phil Kies, May 2016-May 2021, as the representative for Ward 5.

Due to the absence of Alderman Bernie Parker, the Ward 2 appointment to the Long Beach Port Commission was taken under advisement until the next regular meeting, April 19, 2016.

Alderman Griffin made motion seconded by Alderman Ponthieux and unanimously carried to approve the Canon Contract/Maintenance Agreement, Building Department copy machine, as follows:

Minutes of April 5, 2016
Mayor and Board of Aldermen



Canon Solutions America, Inc.

9480 Three Rivers Road
Gulfport, MS 39503
Phone: 228.863.0458
www.csa.canon.com

Long Beach Building Department
201 Jeff Davis Avenue
Long Beach, MS 39560

September 10, 2015

Thank you for allowing Canon Solutions America to submit this proposal for your new multifunctional digital copier. The Canon IRC5235A is a 35 page-per-minute black/white and 30ppm color digital printer, scanner, and copier. The following are the specifications for the IRC5235A:

Canon ImageRunner C5235A Copier, 150-Sheet Single-Pass Document Feeder, 2 GB RAM Memory, 160 GB Hard Disk Drive, UFR II Print Controller, Color Universal Send Scanning, Inner Staple Finisher with 50-Sheet stapling, 4 x 550-sheet paper drawers, 100-Sheet Bypass Tray, Fax Module, and 15 amp surge protector.

State of Mississippi Contract: 8200017716

New Canon IR Advance C5235A Color Copier:

36 Month Rental: \$ 224.96 per month

(State price \$288.76/mo.)

Maintenance Contract: All black prints billed at \$0.0092 per print. All color prints billed at \$0.0507 per color print. This maintenance agreement includes all parts, labor, toner, staples and supplies and is billed quarterly.

I am confident this unit will give Long Beach Building Department years of trouble free service. We are grateful for the opportunity to retain your business and hope this proposal meets your expectations of us. Please contact us with any questions regarding this proposal.

Thanks,

Ruffin Fornea
Canon Solutions America
9480 Three Rivers Road
Gulfport, MS 39503
Cell # 228-547-6294

A Canon U.S.A. Company

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Mayor and Board of Aldermen**

Revised Date: July 2015

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Long Beach Building/Planning (hereinafter referred to as Customer), and Canon Solutions America, Inc (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: Name: Canon Solutions America, Inc. Title: Document Review Address: 300 Commerce Square Blvd. City, State, & Zip Code: Burlington, NJ 08016	For the Customer: Name Title Address City, State, & Zip Code
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16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 6th day of APRIL, 2016

Vendor: Canon Solutions America, Inc.

By: Ruffin D. Fornea
Authorized Signature

Printed Name: Ruffin D. Fornea

Title: Sales Representative

Witness my signature this the 6th day of APRIL, 2016

Customer: City of Long Beach

By: Rebecca E. Schreff
Authorized Signature

Printed Name: Rebecca E. Schreff

Title: City Clerk

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI AGENCIES AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: Canon Solutions America, Inc
Customer Agency Name: City of Long Beach
Bill to Address: City of Long Beach Building/Planning
P.O. Box 929, Long Beach, MS 39560
Ship to Address: City of Long Beach Building/Planning
201 Jeff Davis Avenue, Long Beach, MS 39560

Canon State Contract # 8200017716 Description of Equipment, Software, or Services	Price
<u>Canon IRC 5235A Color Copier</u>	
<u>Cassette Feed Unit</u>	
<u>Inner Finisher/Stapler</u>	
<u>Fax Module</u>	
<u>surge protector</u>	
<u>Network connectivity</u>	
	\$ <u>224.96</u> per month

Service includes parts, labor, toner and supplies according to terms of agreement.

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date: April 2016

Rental Term: 36 (Number of Months)

Start Date: April 2016

End Date: April 2019

Modifications: All black prints billed at \$.0092 per print and
all color prints billed at \$.0507 per color print.

[Signature]
Vendor Signature

[Signature]
Customer Signature

Alderman Young made motion seconded by Alderman Hammons and unanimously carried to approve the FY 2015-2016 Budget Amendment, Water/Sewer and Water/Sewer Contingency Fund, and to approve the purchase of one (1) high pressure sewer cleaner (trailer mounted) in the amount of \$49,990.00, from the low bidder, Covington Sales and Service, Inc., as follows:

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City of Long Beach
 Budget Amendment Request

Fund Name _____ Date _____
 Department # 850 Budget Entry # _____
 Department Name Water/Sewer Contingency Water/Sewer Contingency

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 850-630100	25,000	-	25,000	50,000
Contingency Funds			(25,000)	(25,000)

Amendment to move Water/Sewer Contingency Funds into the Capital Outlay line item to purchase a high pressure sewer cleaner.

Amendment #10

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MEMO

TO: Kini Gonsoulin
FROM: Derrel Wilson *DW*
DATE: March 22, 2016
RE: Quotes for High Pressure Sewer Cleaner (Trailer Mounted)

Kini,

Please find the attached quotes for purchasing the above-referenced equipment. If a budget amendment is necessary, please advise when funding is available.

The low quote, \$49,990.00, is from Covington Sales and Service, Inc., in Denham Springs, LA.

Thanks for your assistance.

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**Covington
Sales &
Service, Inc.**

Municipal & Industrial
www.covingtonsales.com

P.O. BOX 1144 • DENHAM SPRINGS, LA 70727-1144 • 225-664-7427 • 1-800-349-8000 • FAX 225-665-1587

February 12, 2016

City of Long Beach

404 Kohler St.

Long Beach, Ms. 39560

Attn: Mr. Derrell Wilson

Re: PipeHunter 700 Gallon Sewer Cleaner

Mr. Derrell,

As per our conversation Covington Sales & Service, Inc. is pleased to provide to you a quote for a PipeHunter 700 Gallon PipeHunter Model 7834. The quote is listed below:

(1) PipeHunter Model 7834, 700 Gallon Black Water Tank, 25' Fill Hose and Fill Pipe, Air Purge System, Wash Down System with Handgun and 25' Handgun Hose, Multi Flow Valve, 91 HP Caterpillar Diesel Engine with Clutch, Safety Lanyard, 15 Gallon Fuel Tank, Veneer Throttle, Digital Gauge Package, Aluminum Package Includes Engine Shroud, Fenders Etc., Giant High Pressure Water Pump, 40 GPM @ 3000 PSI, 600' X ¾" Hose Reel with 500' X ¾" Sewer Hose, 10' X ¾" Leader Hose, Articulating Hose Reel with Hydraulic Powered Articulation, Standard Level Wind, Nozzle Rack, 1- 15 Degree Nozzle, 1-30 Degree Nozzle, 1- Nozzle Skid Assy, LED Strobe Light with Limb Guard, LED Work Light, LED Panel Light, 52" X 26" X 15.5" Aluminum Tool Box, 6" Channel Frame, 6000LB Axles with Electric Brakes and DOT Lighting.

Price = \$ 49,990.00

Please call if you have any questions or if we may be of further assistance. This price does not include any taxes or license if applicable. This quote does include delivery and training.

Sincerely,



Rusty Gant

Mississippi Sales Representative 225-317-2757

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Vacuum Truck Sales and Service, LLC
5291 Gateway Drive
Geismar, LA 70734

Quotation#3/8/16-97

Date: March 17, 2016
City of Long Beach Mississippi
Mr. Bryan Farrington
Long Beach, MS
Phone: 228-265-1217
FARRINGTONB17@YAHOO.COM

Description

One 2016 Sewer Equipment Company of America Model 545-TR7000 Trailer Mounted High Pressure Sewer Cleaner with a 91HP CATERPILLAR DIESEL ENGINE.

Equipment Design Application

This 700 gallon capacity trailer-mounted sewer & culvert flusher is designed to clean stubborn roots, grease, gravel, sand, and sludge, just to name a few items, which will be found in 6" to 24" diameter sewer and storm drain lines up to a distance of 800' in length.

Engine/Pump

Caterpillar Engine water cooled Diesel Engine: UPGRADE WATER PUMP TO 40 GPM/3000 PSI (INCLUDES UPGRADE TO 91HP CATERPILLAR DIESEL ENGINE)
Water Pump FE Meyers 40 gpm @ 3,000 PSI
Drain Valves for Water Pump
Lighted NEMA 4 control panel
Auto Shutdown (for high water temp/low oil pressure)

Hose Reel & Hose

Rotating Safety Reel with 800' capacity of ¾" hose
¾" Sewer Cleaning Hose 500'x 2500 PSI
WASHDOWN SYSTEM w/ GUN AND 25' OF HOSE

Water Tank & Fill Options

2.5" Fill System
25' x 2 ½" Fill Hose
Fill Hose Rack
Hydrant wrench

Trailer

Trailer is rated for Maximum Hwy speeds full of water
Single Axles 7,000 GVWR
Electric brakes, 2-5/16 ball hitch
Steel Toolbox (1) – fender mounted
LED Running, Turning and Stop Lights I.C.C. Approved

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Accessories

- LED Beacon Light
- LED Flood Light
- Tiger Tail Hose Guide
- One ¾"Tri-Star (chisel point) Nozzle
- One ¾"HW (high flow) Nozzle
- One ¾"Finned Nozzle Extension
- Nozzle Rack
- 25' Fill Hose
- Paper Operator/Owner Manual
- Upstream Pulley Guide
- Standard White Paint

Warranty

- Trailer 12 months Parts and Labor
- Engine Two Years
- Water Pump Two Years
- Water Tanks Ten Years

Equipment Pricing

Total price F.O.B Long Beach, MS	<u>\$62,800.00</u>
Delivery:	75 Days

Purchaser will be responsible for all appropriate state and local sales tax and vehicle registration.

Please sign to Accept the terms of this order: _____

Purchase Order #: _____

Date: _____

James R. Schweitzer

Vacuum Truck Sales and Service, LLC
SalesManger

There came on for consideration a letter from Library Director Jeannie Ripoll, as follows:

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*Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, MS 39560
Phone (228) 863-0711
Fax (228) 863-8511
Jeannie Ripoll, Director*

TO: Mayor Skellie and Board of Aldermen

FROM: Jeannie Ripoll, Library Director

DATE: March 31, 2016

Please accept this letter as my formal request to change the opening hours of the library. New hours would be 9:00 AM until 5:00 PM Monday through Friday and 9:00 AM until 1:00 PM on Saturdays. All of my full-time staff would come to work at 8:30 AM to get the library ready to open for the day. No amount of payroll hours would change for full-time employees; they would still work forty hours a week. The only amount of hours that would be cut would be the part-time staff, since we wouldn't be open on Thursday nights or until 5:00 PM on Saturday. I would like to be able to change these hours starting on Monday, May 2.

I am thanking you in advance for your consideration in this matter.

Sincerely,

Jeannie Ripoll, Library Director

Based upon the recommendation of Ms. Ripoll, Alderman Lishen made motion seconded by Alderman Young and unanimously carried to approve the new hours of operation for the Library, as set forth above.

There came on for consideration a letter from Mr. Brian Hall, Rotary Club, as follows:

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Rotary



PDG Brian Hall
500 Belle Pointe Loop
Madisonville, LA 70447

March 24, 2016

Mr. Bob Paul
P.O. Box 929
Long Beach, MS 39560

Dear Bob,

As you are aware Rotary District 6840 will be holding a training assembly at the Long Beach Senior Center on May 14, 2016. We are requesting relief from the rental fees for the Senior Center.

As you are aware, Rotary was instrumental in the recovery of the region following Hurricane Katrina. Rotary clubs not just from our area but from around the globe participated in the rebuilding efforts. The Senior Center itself was a major effort by Rotary and is commemorated by the plaque on the wall in the building. I smile each time in the building when I see the Rotary wheel!

I appreciate your assistance in this matter. If you have any questions, please feel free to call me at 985-966-1945. You may also email me at bhall@aim-technologies.com.

Regards –

A handwritten signature in black ink, appearing to read "Brian Hall".

Brian Hall

Upon discussion, Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve the request as submitted, waiving rental fees, in accordance with the City policies regarding civic and non-profit organizations.

There came on for consideration a letter from Recreation Director Robert J. Paul, Jr., as follows:

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3/25/2016

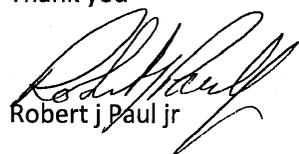
Request to Declare Property Surplus

I hereby request the mayor and board of Alderman to consider the 1998 ford F 150 VIN # 1FTZX1727WKB3715 declared surplus property

The vehicle was property of the long beach fire department before donating it to the parks @ recreation department

The vehicle has several mechanical problems and according to the mechanic is not worth putting money into

Thank you



Robert j Paul jr

Director Long Beach Parks @Recreation

Based upon the recommendation of Mr. Paul, Alderman Griffin made motion seconded by Alderman Young and unanimously carried to declare property surplus for auction/disposal, all as set forth above.

No action was required or taken regarding derelict properties.

The Mayor recognized the City Attorney for his report, as follows:

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The June O'Neal cemetery plots were taken under advisement until the next regular meeting, April 19, 2016.

*

*

Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried to approve the Tank Asset Preservation (TAP) Program and On-Going Maintenance (TAP-ON) Agreement, Caldwell Tanks, Inc., and the Consent to Assignment, Utility Service Company, Inc., (USCI), stipulating that there is a written assumption that USCI will adhere to all the terms set forth in the maintenance agreement by and between the City of Long Beach and Caldwell Tanks, Inc., as follows:

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TANK ASSET PRESERVATION (TAP) PROGRAM

ON-GOING MAINTENANCE (TAP-ON)

Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219

Telephone: (502) 964-3361
Facsimile: (502) 966-8732

AND

Owner: City of Long Beach, MS
Street Address: 201 Jeff Davis Avenue
City, State, ZIP: Long Beach, MS 39560
Attn: Mayor William Skellie, Jr.
Telephone: (228) 863-1556
Facsimile: (228) 865-0822

FOR

Owner's Tank: Marcie 500,000 Gallon Elevated Water Storage Tank
Located At: Latitude 30.341183
Longitude - 89.178544

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**TANK ASSET PRESERVATION (TAP) PROGRAM
ON-GOING MAINTENANCE (TAP-ON) AGREEMENT**

This Agreement (the "Agreement") is made as of March __, 2016 (the "Effective Date"), between Caldwell Tanks, Inc., having a principal office and place of business located at 4000 Tower Road, Louisville, Kentucky 40219 ("Caldwell"), and City of Long Beach, MS, having a principal office and place of business located at 404 Kohler Street, Long Beach, MS 39560 ("Owner", and together with Caldwell, the "Parties"). It evidences Owner's retention of Caldwell to perform certain inspection and maintenance services for Owner with respect to the "Tank" described below, and Caldwell's agreement to perform those services, upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1. **TANK.** The tank of Owner that is the subject of this Agreement is as follows: Marcie 500,000 Gallon Elevated Water Storage Tank (the "Tank").
2. **TERM.** The term of this Agreement ("Term") shall commence on the Effective Date set forth above and shall continue for five (5) years or until this Agreement is terminated in accordance with Section 6 below. Upon completion of the five (5) year Term, the contract shall automatically renewed for an additional five (5) years unless terminated in accordance with Section 6 below.
3. **SERVICES.** During the Term, and subject to the limitations provided for in this Agreement, Caldwell agrees to perform for the Tank the services specifically identified in the "Scope of Services" section of Caldwell's proposal letter submitted to Owner, dated December 5, 2012 (the "Scope of Services Section"), a copy of which submittal (the "Proposal Letter") is attached hereto as Appendix A (collectively, the "Services"). The Scope of Services Section is incorporated herein by reference and made a part hereof. Caldwell shall contact Owner each year (or at such other relevant time(s)) to schedule Caldwell's performance of the relevant Services, and Owner agrees to reasonably accommodate any dates requested by Caldwell for its performance of those Services. Caldwell will also furnish pressure relief valves, if needed, for Owner's continued use of its water system while the Tank is required to be off-line for the performance of Services by Caldwell. Owner agrees to return all such valves to Caldwell promptly following the completion of the Services for which they were deployed.
4. **COMPENSATION.** Throughout the Term, Owner shall pay to Caldwell an annual preservation fee for the Services to be provided in the amount of \$17,661.24 (collectively, the "Fees"). The annual Fee shall be payable by Owner to Caldwell in equal quarterly installments of \$4,415.31, with the first such installment being due on the first (1st) day of the Term, and subsequent installments becoming due every ninety (90) days thereafter throughout the remainder of the Term, without set-off or deduction. The quarterly installments of each annual Fee shall be deemed to have been earned by Caldwell on the dates contemplated above, irrespective of the level or types of Services provided or to be provided by Caldwell. Beginning with the Fees payable for the second (2nd) year of the Term, and for each year thereafter, the Fees will be adjusted annually in accordance with the percentage increase or decrease in the Consumer Price Index for all Urban Consumers, U.S. City Average All Items, as published by the United States Department of Labor, Bureau of Labor Statistics (or such other successor index thereof). Any delinquent payment of the Fees may be subject to accrued interest. Upon the

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termination of this Agreement for any reason, Owner will continue to be obligated for all Fee payments (and any interest thereon) that have become due prior to that termination (including any interest that may accrue thereafter).

5. LIMITED WARRANTY; EXCLUSIVE REMEDIES. Caldwell warrants to Owner that Caldwell will perform the Services in a workmanlike manner and consistent with customary industry standards, including without limitation, consistent with any applicable standards adopted from time to time by the American Water Works Association and the Steel Structures Painting Council. The limited warranty provided for in the preceding sentence will immediately become null and void and of no further force or effect, as it may relate to a particular component or portion of a Tank, in the event Owner or any other person or entity (other than Caldwell or its contractors and subcontractors) performs or causes to occur any modifications, repairs, enhancements, or improvements of or to that component or portion, including without limitation, any cleaning, painting or coating over any of the paint(s) or coating(s) applied to the Tank by Caldwell. CALDWELL MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CALDWELL'S SOLE LIABILITY AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OR FAILURE OF THE LIMITED WARRANTY PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 5 SHALL BE THE REPAIR OR REPLACEMENT BY CALDWELL OF THE DEFECTIVE SERVICES WITH SERVICES THAT MEET THE STANDARDS SET FORTH IN THAT FIRST SENTENCE. A claim for breach of that limited warranty, in order to be valid and enforceable against Caldwell, must be asserted in writing by Owner prior to the first (1st) anniversary of Caldwell's provision of the relevant Services, and must describe in reasonable detail the nature of the defect or circumstance giving rise to the alleged breach of the limited warranty. CALDWELL WILL NOT AT ANY TIME BE LIABLE TO OWNER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES OR OTHER SIMILAR RELIEF.

6. TERMINATION.

(a) Owner has the right, exercisable in its sole discretion upon delivery of ninety (90) days prior written notice of termination to Caldwell, to terminate this Agreement. Caldwell has the right, exercisable in its sole discretion upon delivery of written notice of termination to Owner, to terminate this Agreement. However, if within the three hundred sixty five (365) day period prior to the delivery of Caldwell's notice of termination Caldwell has not completed both (a) an overcoating or thorough exterior blast cleaning and repainting of the entire exterior of the Tank in accordance with the Scope of Services Section, and (b) a cleaning and relining of the entire interior of the Tank in accordance with the Scope of Services Section, then an inspection of the tank shall be performed to determine the necessity of such painting. If a coating exhibits more than 1% active corrosion, or 10% finish coat loss as measured by ASTM D610, Caldwell must overcoat the portion (Portion being defined as the interior wet, interior dry, or exterior of the tank) of the tank exhibiting this failure. Further, if the coating is found to exhibit less than a 2A adhesive value as measured by ASTM D3359, the area exhibiting such adhesion must be abrasive blast cleaned and recoated. Otherwise, such notice of termination will only be effective to terminate this agreement if Owner made any structural, operational or substantive change(s) to the Tank without Caldwell's prior written consent following the Effective Date and prior to the delivery of that notice (including without limitation, any addition or installation of any cellular antennas or brackets, but excluding structural, operational or substantive changes undertaken by Caldwell for Owner).

(b) In the event of the failure of either Party to pay any amounts due under this Agreement within ten (10) days after the due date therefor, or any failure of either Party to perform any other material term, condition or covenant under this Agreement to be observed or performed by it for more than ten (10) days after written notice of default shall have been given to that Party by the non-defaulting Party,

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then the non-defaulting Party may in its discretion, by written notice to the defaulting Party (and in addition to the non-defaulting Party's other rights and remedies provided for in this Agreement or under applicable law) either elect to cure that default or terminate this Agreement as of the date of such notice.

(c) No termination of this Agreement shall relieve a Party from obligation for its breach or default under this Agreement occurring prior to the effectiveness of such termination, or from its obligation to pay any Fees (and any related interest thereon) that have accrued under this Agreement prior to the effectiveness of such termination. Caldwell will have no obligation, by reason of or following a termination of this Agreement for any reason, to refund any Fees already paid by Owner to Caldwell.

7. **INDEPENDENT CONTRACTOR.** In the performance of the Services, Caldwell will be an independent contractor of Owner for all purposes, and will not be deemed to be an agent or employee of, or a joint venturer or partner with, Owner. Caldwell will be permitted to employ any reasonable means and methods which Caldwell deems necessary or appropriate to perform the Services.

8. **ASSIGNMENT AND SUBCONTRACTING.** Owner may assign this Agreement only if made together with Owner's conveyance of its entire title in and to the Tank to the same assignee, and then only if that assignee assumes in writing all of Owner's obligations under this Agreement. Caldwell may assign this Agreement, in whole or in part, (a) as collateral security to any lender to Caldwell, (b) to any affiliate of Caldwell (including, without limitation, any company the majority of the equity interests of which are then owned in any combination by one or more persons or entities who also own, directly or indirectly, a majority of the equity interests of Caldwell), (c) in connection with any sale, conveyance, assignment or transfer by Caldwell of substantially all of its assets, or (d) pursuant to a statutory merger of Caldwell with and into any other entity. Any assignment by Caldwell as contemplated in Subclause (b) or (c) above shall effect an immediate release and discharge of Caldwell of and from any further obligations under this Agreement, whether accrued, contingent or otherwise, so long as the relevant assignee assumes in writing all of those obligations of Caldwell under this Agreement effective as of that assignment.

9. **EXCLUSIONS AND LIMITATIONS.** Any of the equipment, items, material, circumstances, or conditions set forth or described in the "Exclusions" section of the Proposal Letter.

10. **FORCE MAJEURE.** A Party will be relieved of its obligation to perform under this Agreement to the extent such performance shall be prevented, hindered or materially impaired, or shall be made substantially more difficult or costly, by reason of strikes, lockouts, labor trouble, failure of power, riots, insurrection, war, Acts of God, or other circumstances not within the reasonable control of the Party the performance of which was so affected (each a "Force Majeure Event"). In addition, Caldwell will not be obligated to provide any Services with respect to any Tank defects or damages that are directly or indirectly caused by or the result of Acts of God or vandalism (other than graffiti). Nothing contained in this Section 10 will excuse the payment of any amounts owing pursuant to this Agreement.

11. **MODIFICATIONS.** The Parties agree that future mandated governmental requirements (e.g. security, health, safety, environmental, etc.) that cause significant changes in the costs of providing the Services (or any portions thereof) will be just causes for the modification of this Agreement upon the written request of Caldwell. Any modifications made by Owner to a Tank following the Effective Date, which have not been approved in advance by Caldwell in writing, will be excluded from the scope of this Agreement, and Caldwell will have

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no obligation to provide Services hereunder with respect to any portions of the Tank so modified or added through such modifications.

12. MISCELLANEOUS. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties with respect to such subject matter. This Agreement will not be deemed to be amended, modified or supplemented by any terms or conditions set forth in any invoice forms, purchase order forms, acknowledgment forms, confirmations or other forms that may be delivered by one Party to the other Party following the date hereof. No oral or implied representations or understandings shall vary or supplement the terms of this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto. Once executed by Caldwell and delivered to Owner, this Agreement shall become null and void if not executed and returned by Owner to Caldwell in the form presented within thirty (30) days thereafter. Any notice, request, demand or other communication required or permitted to be made or given under this Agreement shall be in writing and shall be deemed to have been duly made or given on the second (2nd) business day after being duly deposited in the United States Mail, postage prepaid, and addressed to the relevant party at its address set forth in the preamble of this Agreement, for the attention of "President." Any Party may change its address to which such communications are to be mailed to it thereunder, by notice delivered to the other Party in the manner contemplated in the preceding sentence.

WITNESS the signatures of the undersigned as of the date first written above.

CALDWELL TANKS, INC.

CITY OF LONG BEACH

By: *[Signature]*
Title: Secretary

By: *[Signature]*
William Skellie, Mayor

Date: 4-6-2016

Date: APRIL 6, 2016

("Caldwell")

("Owner")

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APPENDIX A
PROPOSAL LETTER

SEE ATTACHED

Minutes of April 5, 2016
 Mayor and Board of Aldermen



Water • Energy • Industrial

March 24, 2016

VIA EMAIL

City of Long Beach, MS
 Attn: Mayor
 404 Kohler Street
 Long Beach, MS 39560

RE: Request for Consent to Assignment

Dear Customer,

As you know, Caldwell Tanks, Inc. ("Caldwell") and City of Long Beach, MS ("Customer") have entered into that certain Tank Asset Preservation Program, On-Going Maintenance (TAP-ON), dated March __, 2016 (the "Contract") regarding tank maintenance and related services. Caldwell and Utility Service Co., Inc. ("USCI") have entered into an assignment agreement pursuant to which, among other things, Caldwell desires to assign the Contract, including Caldwell's rights and the performance of its duties from and after the date of the assignment, to USCI, which would assume those obligations (such assignment and delegation being the "Assignment").

USCI is the largest tank maintenance service provider in the nation and has been engaged in the business of full service tank maintenance for over 50 years. Additional information regarding USCI may be found at www.utilityservice.com/tankassetmgt.html.

We anticipate that the USCI transaction will close on or before March 31, 2016, but will be effective January 1, 2016 (the "Effective Date"). Accordingly, we respectfully request that you consent to the proposed Assignment by executing a copy of this letter and returning it to the undersigned as soon as possible via email at dbartley@caldwelltanks.com.

By executing this letter below and consenting to the Assignment as of the Effective Date, the Customer agrees that Caldwell shall be released and forever discharged from any obligations under the Contract that arise on and after the Effective Date, which shall be the responsibility of USCI.

4000 Tower Road

Louisville, KY 40219

P: 502-964-3361

F: 502-966-8732

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If the USCI transaction does not close for any reason, then the Assignment would not be consummated, and your consent would not be necessary. We will notify you in that event.

Thank you in advance for your prompt attention to this matter. If you have any questions or comments with respect to these matters, please contact Mr. David Cull at Caldwell at (502) 964-3361.

CALDWELL TANKS, INC.

By: David E. Bartley
David E. Bartley
Chief Financial Officer

The undersigned hereby consents to the Assignment.

City of Long Beach, MS

By: William Skellie, Jr.
Name: William Skellie, Jr.
Title: Mayor

Date: April 6, 2016

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There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 5th day of April 2016, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION SEEKING THE ASSISTANCE OF THE HARRISON
COUNTY BOARD OF SUPERVISORS IN PAVING HARRIS AVENUE
BETWEEN EAST OLD PASS ROAD AND RAILROAD STREET IN THE
CITY OF LONG BEACH, AND FOR OTHER PURPOSES

WHEREAS, the City of Long Beach and the Board of Supervisors of Harrison County, Mississippi have heretofore entered into an Interlocal Agreement to allow and provide for the exchange of services and the provision of assistance between them on behalf of the citizens of Long Beach and Harrison County; and

WHEREAS, from time to time and on occasion the City has sought the assistance of Harrison County in paving roads, public parking lots and other public areas in need of repair, and the Harrison County Board of Supervisors has generously responded and complied whenever possible with such requests; and

WHEREAS, Harris Avenue between East Old Pass Road and Railroad Street in The City of Long Beach has suffered extreme deterioration due to use, wet weather conditions, construction activity, and other causes which may possibly cause this street to deteriorate to the point of being in a hazardous condition and threat to public safety; and

WHEREAS, being without sufficient resources and proper equipment to pave such public street, the City of Long Beach hereby seeks the assistance of the Harrison County Board of Supervisors to pave Harris Avenue for the use, protection, health and safety of all citizens of Harrison County.

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors be, and same hereby are requested to provide such assistance as may be available to the citizens of Harrison County in the City of Long Beach in the form of asphalt paving of Harris Avenue between East Old Pass Road and Railroad Street in the City of Long Beach for such street is in need of resurfacing and for which purpose no municipal funds or resources are available.

BE IT FURTHER RESOLVED, by the Mayor and Board of Aldermen of the City of Long Beach that we express our appreciation to Supervisor Marlin Ladner and the entire Harrison County Board of Supervisors for any assistance it is able to provide in this request.

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The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. Alderman Carrubba move the adoption of the foregoing resolution, seconded by Alderman Griffin and, the question being put to a roll call vote by the Mayor, the result was a follows:

Alderman Bernie Parker	voted absent, not voting
Alderman Gary J. Ponthieux	voted aye
Alderman Kelly Griffin	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 resolution and order adopted and approved this 5th day of April, 2016.



APPROVED:

William Skellie, Jr.
William Skellie, Jr., Mayor

ATTEST:

Rebecca E. Schuff
Rebecca E. Schuff, City Clerk

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After considerable discussion, the Local/Private Legislation was taken under advisement for further review and consideration at the next regular meeting, April 19, 2016.

There were no public comment 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 Young 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. Schruff, City Clerk