

Minutes of June 6, 2017
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF JUNE 6, 2017
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. BIDS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. * PUBLIC COMMENTS-AGENDA ITEMS ONLY
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. May 16, 2017-Regular
 - b. May 17, 2017-Public Hearing/Recess
 - 2. PLANNING COMMISSION
 - a. May 25, 2017
 - 3. PORT COMMISSION
 - a. May 18, 2017
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 060617
- X. UNFINISHED BUSINESS
 - 1. School Board Appointment-Unexpired Term of Patricia Bennett – July, 2017 – March, 2019
 - 2. Unlicensed/Inoperative Vehicles-105 Alyce Place
- XI. NEW BUSINESS
 - 1. Discuss Leisure/Recreation District (Go-Cup) Ordinance #619; Alderman Ponthieux
 - 2. Video Board Meetings for Viewing on CableOne; Alderman Carrubba
- XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. ENGINEER
 - a. Sewer Inspection & Rehabilitation (2017)
 - b. MS Tidelands Trust Fund Program FY 2019 Application-Harbor
 - 3. PERSONNEL
 - a. Municipal Court-(3) Step Increases
 - b. Police Department-(1) Reassignment; (4) Step Increases; (1) Resignation
 - 4. POLICE DEPARTMENT
 - a. AT&T Special Service Arrangement Agreement
 - 5. UTILITY PARTNERS-PUBLIC WORKS/UTILITY BILLING
 - a. Surplus Property
 - 6. CITY CLERK
 - a. Governor's Proclamation-Holiday Closings Independence Day
 - b. Request to Waive Recreation Center Rental Fees – Rotary Club
 - c. Revisions to Summer Recreation Program Policy
 - d. Budget Amendments FY 2016-2017- General Fund-1; Water & Sewer-3; Harbor-1
 - 7. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
 - a. Schedule Public Hearing 4 Kays Drive-Assessed to Eric King
 - b. Schedule Public 221 East 4th Street-Assessed to Donald Chandler
- XIII. REPORT FROM CITY ATTORNEY
- 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 FOR ALL PUBLIC COMMENTS.

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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 June, 2017, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

Absent the meeting was Alderman Alan Young, deceased.

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 and Board of Aldermen expressed their condolences to the family of Denise Gaddy, who passed away on Saturday.

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There were no presentations, proclamations or amendments to the agenda.

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

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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	Anthony Portera 100 Jeff Davis Ave.	X1 1	GO CUP
2	GUS HARRIS 10 BRANDON CIRCLE	X1 1	GO CUP
3	QUENTIN DENNEY 107 ROSEMARY AVE	"	GO CUP SIZE ↑
4			
5			
6			
7			
8			
9			
10			

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

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

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

- May 16, 2017 – Regular, as submitted;
- May 17, 2017 – Public Hearing/Recess, as submitted.

Alderman Hammons made motion seconded by Alderman Parker, for discussion, to approve the public hearing/regular meeting minutes of the Long Beach Planning Commission dated May 25, 2017.

Discussion was held regarding preliminary plat approval of the zero lot line development, Fifth Street Cottages, submitted by JEL Investments, III, LLC.

City Engineer David Ball came forward to provide additional information and answer questions regarding his letter of May 25, 2017, regarding corrections required to the construction documents and plat, based upon meetings with Public Works, the project engineer and developer.

The City Attorney advised that he is reviewing and researching what appears to be conflicting language between the zoning ordinance and subdivision ordinance regarding zero lot line developments that needs to be resolved prior to final plat approval; and the developer will have to convey title of the water and sewer valves/meter to the city and provide "right of access" to the city since the development is a private road.

After considerable discussion, Alderman Lishen offered substitute motion seconded by Alderman Griffin to approve the public hearing/regular meeting minutes of the Long Beach Planning Commission dated May 25, 2017, as submitted, approving the preliminary plat approval of the zero lot line development, Fifth Street Cottages, submitted by JEL Investments, III, LLC, contingent upon a letter from the City Engineer that all corrections to the construction documents and plat have been completed.

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

Alderman Bernie Parker	voted	Nay
Alderman Gary Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Leonard Carrubba, Sr.	voted	Nay
Alderman Mark Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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

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Upon further discussion, Alderman Carrubba made motion seconded by Alderman Parker to spread letters of opposition to the Fifth Street Cottages development upon the minutes of this meeting.

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

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Alderman Bernie Parker	voted	Aye
Alderman Gary Ponthieux	voted	Nay
Alderman Kelly Griffin	voted	Nay
Alderman Leonard Carrubba, Sr.	voted	Aye
Alderman Mark Lishen	voted	Nay
Alderman Ronnie Hammons, Jr.	voted	Nay

The question having received the NEGATIVE vote of a majority of the Aldermen present and voting, the Mayor declared the motion NOT CARRIED.

Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting minutes of the Long Beach Port Commission dated May 18, 2017, 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 060617.

There came on for consideration an appointment to the School Board of Trustees, unexpired term of Patricia Bennett and action taken appointing Lori Robertson West on May 16, 2017, and rescinding that action at a recess meeting on May 17, 2017.

For clarification, the City Attorney reported that he was in error advising that the appointment could be made by the current Board of Aldermen when the term of Patricia Bennett would not expire until the new Board of Aldermen took office. He apologized for the error and no further action was required or taken at this time.

There came on for consideration unlicensed/inoperative vehicles at 105 Alyce Place, assessed to Martha J. Smith.

Building Official John Eustace submitted his findings and a photograph of the subject property depicting its present condition, as follows:

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Building Department
201 Jeff Davis Ave.
Long Beach, MS 39560
228-863-1554

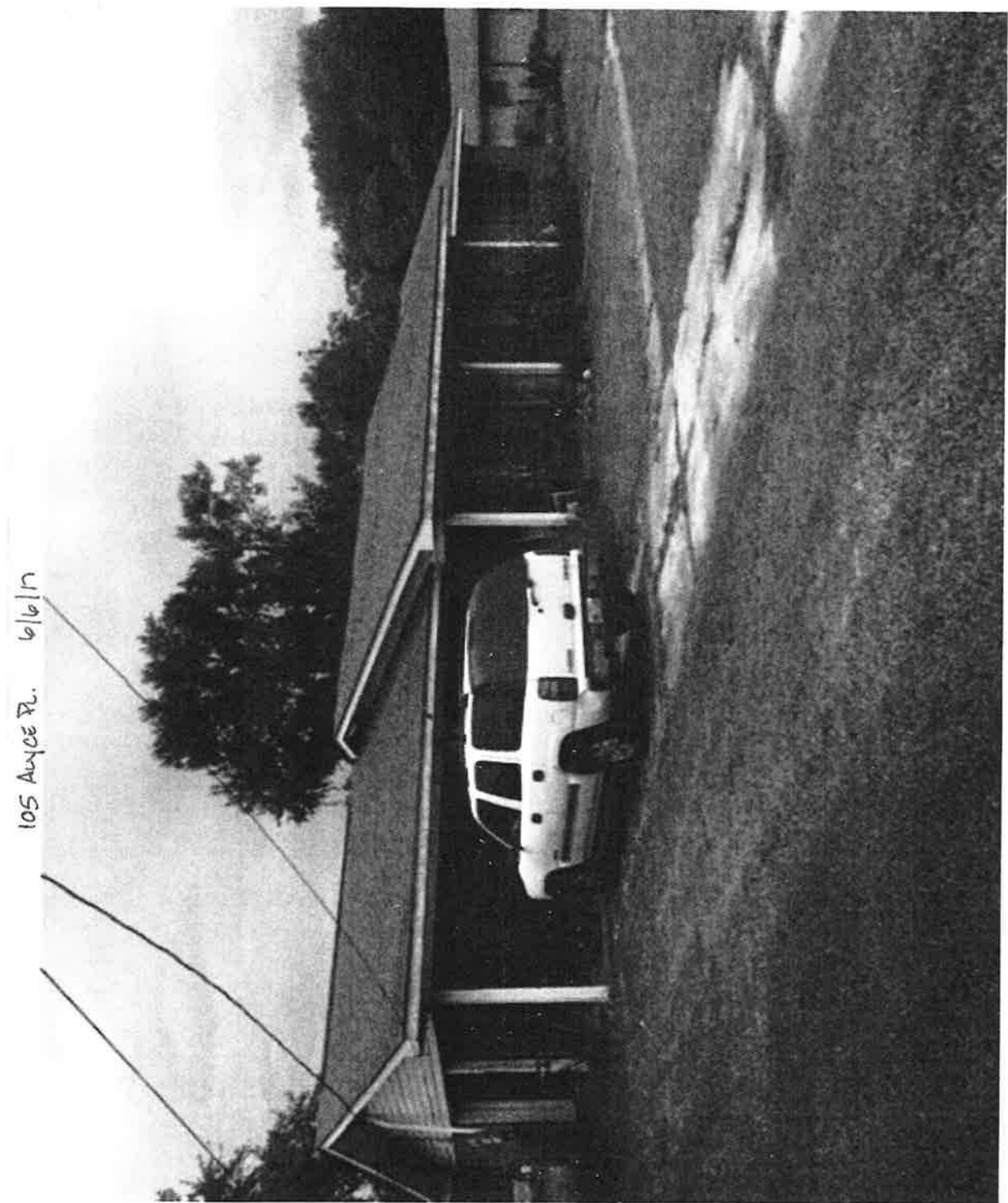
March 14, 2017

As of 6/6/17 the property located at 105 Alyce Pl. is no longer in violation of sections 302.4 or 302.8 of the International Property Maintenance Code.

Respectfully,

A handwritten signature in dark ink, appearing to read "John Eustace". The signature is written in a cursive style with a large, looping initial 'J'.

City of Long Beach
Building Official
201 Jeff Davis Ave.
P.O. Box 929
Long Beach, MS 39560



Based upon information obtained from Building Official/Zoning Enforcement Officer John Eustace and discussion held and information obtained during the course of the public hearing duly held and convened on May 17, 2017, Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried that the subject property, 105 Alyce Place, Map Parcel # 0512H-04-051.000, assessed to Martha J. Smith, is in compliance with Mississippi State Law, property maintenance codes and city ordinances at this time.

There came for discussion the Leisure/Recreation District (Go-Cup) Ordinance Number 619.

After considerable discussion, Alderman Ponthieux made motion seconded by Alderman Griffin directing the City Attorney to prepare revisions to the ordinance, deleting references to the size of "to-go" containers.

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

Alderman Bernie Parker	voted	Nay
Alderman Gary Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Leonard Carrubba, Sr.	voted	Aye
Alderman Mark Lishen	voted	Nay
Alderman Ronnie Hammons, Jr.	voted	Aye

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

There came on for discussion, videoing board meetings to air on CableOne.

After considerable discussion, Alderman Carrubba made motion seconded by Alderman Parker requesting that the new administration continue with the video recording of board meetings for viewing on CableOne or You-Tube.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary Ponthieux	voted	Nay
Alderman Kelly Griffin	voted	Nay
Alderman Leonard Carrubba, Sr.	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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

There was no report from the Mayor's Office.

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

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

520 33RD STREET
GULFPORT, MS 39507

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

June 1, 2017

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

RE: Sewer Inspection & Rehabilitation (2017)

Ladies and Gentlemen:

Through numerous recent discussions with Public Works, it seems profitable to consider the performance of additional sewer inspection and rehabilitation, similar to several recently performed projects. In fact, there are some areas of the City's sewer system which are currently under close scrutiny in the case of failure. Therefore, an expedited process may assist in executing the repairs in such critical areas, hopefully prior to any failures. On that basis, we have prepared the attached contract for an initial phase of Basic Services and Construction Inspection services for video inspection of sewer system areas, along with Basic Services and Construction Inspection services for a secondary phase to include the cured-in-place rehabilitation of critical sewer system areas identified as part of the initial phase.

We request your approval of the attached contract for this work, and are ready to proceed upon your approval.

Sincerely,

David Ball, P.E.

DB:2111
Enclosure

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT, effective as of June 6, 2017 ("Effective Date") between City of Long Beach ("Owner") and A. Garner Russell & Assoc. ("Engineer").

Engineer agrees to provide the services described below to Owner for the video inspection and investigation of miscellaneous portions of the gravity sewer system throughout the City of Long Beach. The areas proposed for inspection include all or portions of the sewer systems in, near, and along North Forest Ave., N. Nicholson Ave. and other older & deeper portions of the sewer system in that area, and other miscellaneous areas as determined by coordination with the Long Beach Public Works department. Further, upon review of the results of such sewer inspection, the project includes the construction of sewer system rehabilitation, including pre-rehabilitation cleaning and post-construction video inspection, cured-in-place lining, lateral lining, and sewer manhole rehabilitation in applicable portions of the inspected system as determined in coordination with the Long Beach Public Works department. The scope of work described herein is all more generally described as Sewer Inspection & Rehabilitation (2017). ("Project")

Description of Engineer's Services: Provide design services for the Project, including the creation of Bid Documents, coordination with the City during the Bid process, acquisition of any needed permits, and other miscellaneous professional services, including construction phase services and construction inspection services needed to complete the scope of work.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 6 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

- A. The work will be generally divided into four (4) phases. The estimated construction project cost associated with each phase of Basic Services is also indicated:
 - 1. Basic Services – Sewer System Inspection; est. construction cost - \$30,000
 - 2. Construction Inspection Services – Sewer System Inspection
 - 3. Basic Services – Sewer System Rehabilitation; est. construction cost - \$150,000
 - 4. Construction Inspection Services – Sewer System Rehabilitation
- B. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. *Basic Services.*
 - a. For Basic Services, under each phase of work, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Basic Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. Total fees for Basic Services in each applicable phase are estimated below:
 - 1) Basic Services – Sewer System Inspection \$3,150.00
 - 2) Basic Services – Sewer System Rehabilitation \$12,900.00
 - c. The total fee for basic services in each phase of work will not be exceeded without prior written authorization.
 - 2. *Topographical Surveys.*
 - a. For acquisition and preparation of topographical survey data, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all such services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. If required for preparation of acceptable Construction Documents for Phase 3 – Basic Services – Sewer System Rehabilitation, the total fees for topographical survey services are estimated at \$3,000.
 - c. This total fee will not be exceeded without prior written authorization.
 - 3. *Construction Inspection Services.*
 - a. For Resident Project Representative Services and Post Construction Services, under each phase of work, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. It is expected that construction inspection services will be performed on a part-time, as-needed basis for this project. Total fees for Construction Inspection Services in each applicable phase are estimated below:
 - 1) Construction Inspection Services – Sewer System Inspection \$5,600.00
 - 2) Construction Inspection Services – Sewer System Rehabilitation \$14,000.00
 - c. The total fee for these services in each phase of work will not be exceeded without prior written authorization.
- C. *Hourly Rates.*
 - 1. The Engineer's Standard Hourly Rates are attached as Appendix 1.

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2. Overtime pay (i.e., hours spent in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged multiplied by the standard hourly rates times 1.5 for each applicable billing class for all services performed during overtime hours.
3. The Standard Hourly Rates may be adjusted annually (as of August 2016) to reflect equitable changes in the compensation payable to the ENGINEER.
- D. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- E. Engineer proposes the following estimated schedule for completion of the various phases of the work:
- | | |
|---|---|
| <u>Phase 1 – Sewer System Inspection</u> | |
| Complete Construction Documents | 30 days from date of execution of Contract |
| Receipt of Bids | 45 days from date of execution of Contract; utilizing the RFQ process |
| Construction Start (and commence <u>Phase 2</u>) | 75 days from date of execution of Contract |
| <u>Construction Inspection Services</u> | |
| Construction Complete | 105 days from date of execution of Contract |
|
<u>Phase 3 – Sewer System Rehabilitation</u> | |
| Complete Construction Documents | 120 days from date of execution of Contract |
| Receipt of Bids | 150 days from date of execution of Contract |
| Construction Start (and commence <u>Phase 4</u>) | 210 days from date of execution of Contract |
| <u>Construction Inspection Services</u> | |
| Construction Complete | 300 days from date of execution of Contract |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: A. Garner Russell & Associates, Inc.

By: _____
William Skellie, Jr.
Mayor

By: M. Scott Burge
M. Scott Burge
President

Date Signed: _____

Date Signed: 5-31-17
License No. and State: 9550/MS

Address for giving notice:
P.O. Box 929
Long Beach, MS 39560

Address for giving notice:
520 33rd St.
Gulfport, MS 39507

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Appendix 1

A. GARNER RUSSELL & ASSOCIATES, INC.
STANDARD HOURLY RATES SCHEDULE

Position	Billing Rate
Principal	\$160.00
Professional Engineer V	\$150.00
Professional Engineer IV	\$140.00
Professional Engineer III	\$130.00
Professional Engineer II	\$120.00
Professional Engineer I	\$110.00
Engineer Intern III	\$105.00
Engineer Intern II	\$95.00
Engineer Intern I	\$85.00
Professional Land Surveyor II.....	\$150.00
Professional Land Surveyor I.....	\$105.00
Senior Project Manager	\$115.00
Sr. Survey Crew Chief.....	\$85.00
Sr. Resident Project Representative	\$85.00
Engineering Technician III	\$80.00
Engineering Technician II	\$70.00
Engineering Technician I	\$60.00
CADD Technician III.....	\$90.00
CADD Technician II.....	\$80.00
CADD Technician I.....	\$70.00
Project Technician.....	\$65.00
Administrative/Clerical	\$60.00
Surveys with RTK GPS Equipment.....	\$15.00

Upon discussion, Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to approve the Sewer Inspection & Rehabilitation (2017) Contract, all as set forth above.

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

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

520 33RD STREET
GULFPORT, MS 39507

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

June 1, 2017

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

**RE: MS Tidelands Trust Fund Program
FY2019 Application – Long Beach Harbor**

Ladies and Gentlemen:

Upon direction of the Port Commission at their May 2017 meeting, we have prepared the attached Tidelands application for funding for the FY2019 year. This application follows suit with several of our previous applications, seeking funding for construction of a wall to protect the southern and eastern shorelines of the Harbor by construction of a bulkhead wall. The first phases of this project are currently under design, with environmental permits already in-hand. This application proposes to extend the wall approximately 200 feet north from the first phase of construction once completed, requesting \$400,000 in funds to accomplish this scope.


This funding will be awarded sometime in 2018, with actual funds available from the MS Department of Marine Resources in 2019. The application must be delivered to MS DMR prior by July 1, 2017, and we therefore request your approval of the application and authorization of the Mayor's signature on the application.

Sincerely,

David Ball, P.E.

DB:2107
Enclosure

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MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES
ENHANCE PROTECT CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

☐ Public Access ☐ Managed Project

PROJECT SUMMARY

1. Title of Project:

FY2019 - Harbor Improvements

2. Location of Project:

Long Beach Smallcraft Harbor

3. Requesting Agency:

City of Long Beach

4. Requesting Agency Representative:

a. Name: William Skellie, Jr.
b. Phone: 228-863-1556
c. Fax: 228-865-0822
d. Address: P.O. Box 929, Long Beach, MS 39560
e. Email: mayor@cityoflongbeachms.com

5. Project Manager:

a. Name: David Ball, P.E., City Engineer
b. Phone: 228-863-0667
c. Fax: 228-863-5232
d. Address: 520 33rd St., Gulfport, MS 39507
e. Email: davidball@cablecone.net

6. Funding Requested:

\$ 400,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

\$ 400,000.00

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**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019**

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The Long Beach Port Commission requests funds to construct a portion of the southeast shore protection / hardening of Harbor facilities. This project will be built in general conformance with the Long Beach Smaller Craft Harbor Master Plan. The area proposed for the work (at the southeast corner of the Harbor) is often the hardest hit area in the Harbor area after major storm events in the MS Sound. The improvements would elevate and reinforce this area to provide increased protection during major storms by construction of a reinforced bulkhead wall along the shoreline as it now exists. The first phase of this work (approximately 450' of bulkhead starting at the south end of S. Cleveland Ave.) is already in the design phase with environmental permits in-hand, ready to begin construction upon final preparation of the contract documents.

11. LIST Project Goals/Objectives:

1. Reinforce areas of the Harbor which are particularly susceptible to damage during major storm events.
2. Decrease the likelihood and length of "downtime" while waiting to make repair of damages.
3. Reduce or eliminate the need for repetitive funding requests for reconstruction and repairs of the infrastructure in the Harbor's exterior and interior area after damages from tropical storms and hurricanes.

12. LIST Project Benefits:

1. Increase the ease and safety of the public's use of Harbor facilities, by lessening the damage caused during major storm events.
2. Reduce repetitive damages in these areas, saving considerable expense and effort in the future. There have been 3 very visible occurrences since 2005 - Hurricanes Katrina, Gustav, and Isaac.
3. Because the facilities will be less likely to be damaged and easier to repair, areas for Tidelands access will be more available to the public.

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

PROJECT SUMMARY

13. LIST Project Tasks:

- 1. Complete detailed engineering design, plans, and Contract documents.
- 2. Obtain necessary environmental permitting.
- 3. Receive bids and complete construction.

14. Project Timetable/Milestones:

All milestones listed here are measured from availability of requested funds:

- 1. Design - 6 months
- 2. Permitting - 6 months
- 3. Bidding & Construction - 18 month

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)

FY2017 - Harbor Improvements

16. Project Timing:

- ☒ Short-term (3 years or less) ☐ Deferred/long-term (3 – 5 years)



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☒ Yes ☐ No

18. Is any part of this project located on private property? ☐ Yes ☒ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☒ No

20. If required, are the plans approved by the DMR Permitting Office? ☐ Yes ☒ No

21. Will this project enhance an existing water-dependent activity? ☒ Yes ☐ No

Identify the activity:

All activities which are currently accessible from the Long Beach Harbor, including recreational boating, recreational fishing, and public access.

22. Does this project coordinate with other existing or planned projects? ☒ Yes ☐ No

Identify the project(s):

The Long Beach Smallcraft Harbor Master Plan

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☒ Yes ☐ No

If yes, what acreage: Very minor amount of filling behind the bulkhead, generally following the exist. shoreline.


24. Identify the constituency or interest group(s) which this project will serve:

Public users and Harbor customers.

25. Identify the service that this project will provide to the group(s) identified in 24:

Enhanced, increased, and safer use of Tidelands areas.

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MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES
ENHANCE PROTECT CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:
(more than one may apply)

☐ Conservation

☐ Reclamation

☒ Preservation

☐ Acquisition

☐ Education

☐ Public Access

☒ Public Improvement

☐ Other (Identify)

27. Current status of architectural/
engineering plans & specifications
for this project (if applicable):
(check one from each group)

Group 1:

☐ Completed

☒ In Progress

☐ Ready to Bid

☐ Other (identify)

Group 2:

☐ Paid for

☐ Funds budgeted

☒ Funds not budgeted

28. Categorize the benefits from 12:

☒ Environmental

☒ Economic

☒ Safety

☒ Public

☐ Other (identify)

29. Have other State or Federal funding
sources been identified for the project?

☐ Yes

☒ No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine
Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and
providing public access to tidelands affected areas?

This project meets the goals of this program by increasing the opportunities for safe public usage and by reducing damage to
other peripheral coastal wetlands by reducing damage in the project area.

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The Long Beach Port Commission requests funds to construct a portion of a reinforced bulkhead wall which will protect the southeast corner of the Long Beach Harbor (at the south end of Cleveland Avenue). This area has historically been extremely damaged by even small storms, and often requires major repairs after large storm events. These repairs often take exceptional lengths of time due to FEMA timelines and regulations, permitting requirements, and other considerations that extend the project time. Construction of a bulkhead wall in the area will help to reduce the frequency of damage, saving considerable funds in on-going, repetitive losses. Because the bulkhead wall is expected to survive even major storm events, it will also facilitate quicker repairs by providing an above-mean high tide area that can be repaired via normal backfilling and paving operations.

The first phase of this work (approximately 450' of bulkhead starting at the south end of S. Cleveland Ave.) is already in the design phase with environmental permits in-hand, ready to begin construction upon final preparation of the contract documents. Future phases will extend the wall further northward, hardening and protecting the shoreline which has historically been severely damaged by large storm events.

After completion of the project, this portion of the Long Beach Smaller Craft Harbor will be better protected, leading to less future damage and quicker restoration. This will lead to increased availability of funds to perform other Tidelands public access projects within the Harbor area, such as improvements to boat launches, boating piers, fishing facilities, and other important infrastructure.

Furthermore, reducing the repetitive damage to this area (which generally consists of erosion, and destruction of shore protection in the area) will also reduce the impact of these damages to other public Tidelands areas.

BUDGET:

Design Phase -----	\$40,000
Construction Phase ----	\$360,000
<hr/>	
Total -----	\$400,000

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

APPLICATION SUMMARY

32. Estimated number of years to completion: 2
33. Estimated Completion Date: Nov 2020
34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:	Signature	Date
Requesting Agency Representative:	Signature	Date

36. Attach project schematics or drawings as appropriate

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
 Request for Funding FY2019

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	20000	20000				\$40,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction		360000				\$360,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 20,000.00	\$ 380,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$400,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
Tidelands Funding Awarded	400000					\$400,000.00
Federal Grants Funding						\$ 0.00
FEMA Funding						\$ 0.00
MEMA Funding						\$ 0.00
CDBG Funding						\$ 0.00
In-Kind Donations						\$ 0.00
Other						\$ 0.00
Total	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$400,000.00

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

LEGISLATIVE SUMMARY – PAGE 1

1. Title of Project:

FY2019 - Harbor Improvements

2. Location of Project:

Long Beach Smallercraft Harbor

3. Requesting Agency:

City of Long Beach

4. Requesting Agency Representative:

- a. Name: William Skellie, Jr.
- b. Phone: 228-863-1556
- c. Fax: 228-865-0822
- d. Address: P.O. Box 929, Long Beach, MS 39560
- e. Email: mayor@cityoflongbeachms.com

5. Project Manager:

- a. Name: David Ball, P.E., City Engineer
- b. Phone: 228-863-0667
- c. Fax: 228-863-5232
- d. Address: 520 33rd St., Gulfport, MS 39507
- e. Email: davidball@cableone.net

6. Funding Requested:

\$ 400,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

\$ 400,000.00



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2019

LEGISLATIVE SUMMARY – PAGE 2

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The Long Beach Port Commission requests funds to construct a portion of a reinforced bulkhead wall which will protect the southeast corner of the Long Beach Harbor (at the south end of Cleveland Avenue). This area has historically been extremely damaged by even small storms, and often requires major repairs after large storm events. These repairs often take exceptional lengths of time due to FEMA timelines and regulations, permitting requirements, and other considerations that extend the project time. Construction of a bulkhead wall in the area will help to reduce the frequency of damage, saving considerable funds in on-going, repetitive losses. Because the bulkhead wall is expected to survive even major storm events, it will also facilitate quicker repairs by providing an above-mean high tide area that can be repaired via normal backfilling and paving operations.

The first phase of this work (approximately 450' of bulkhead starting at the south end of S. Cleveland Ave.) is already in the design phase with environmental permits in-hand, ready to begin construction upon final preparation of the contract documents. Future phases will extend the wall further northward, hardening and protecting the shoreline which has historically been severely damaged by large storm events.

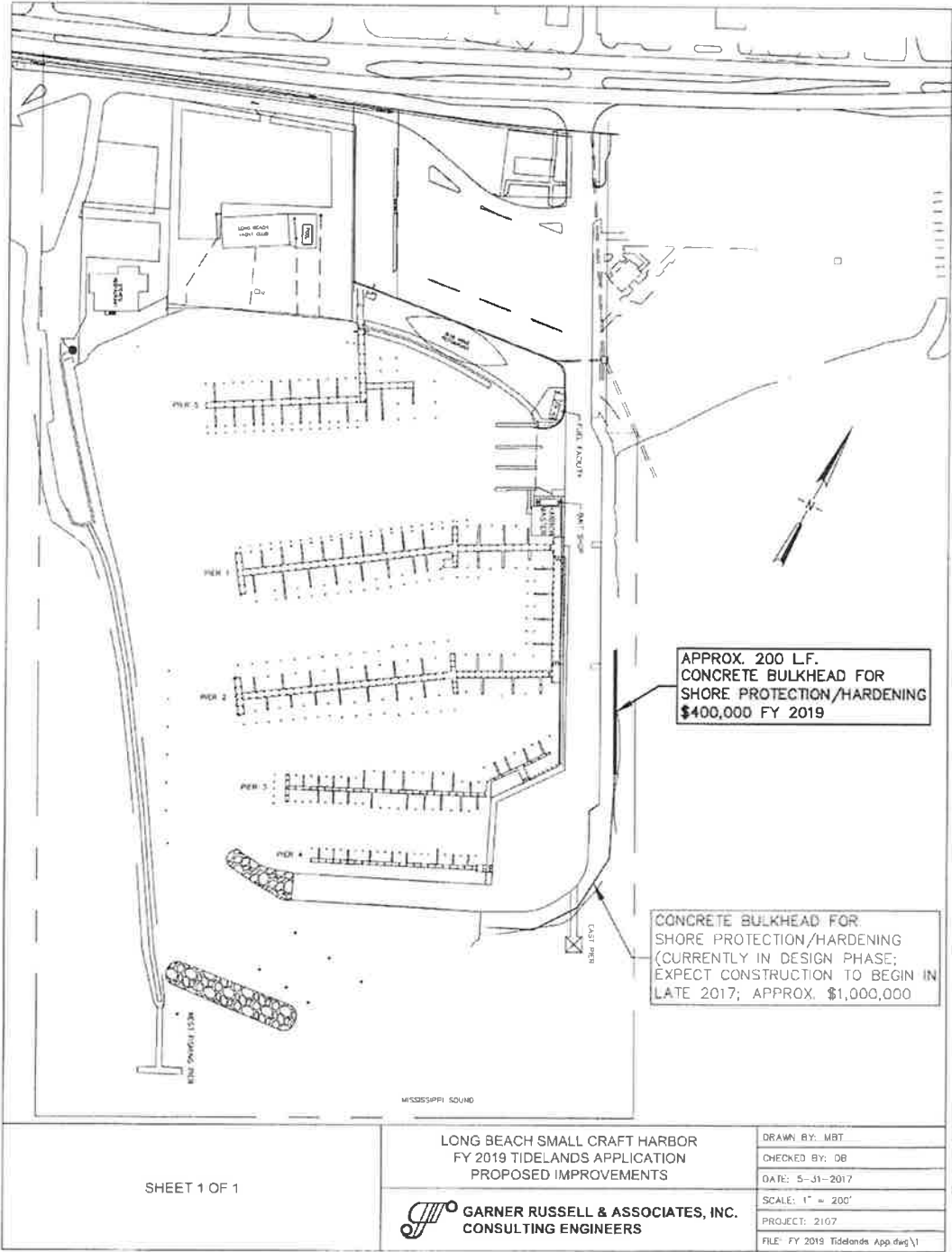
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Furthermore, reducing the repetitive damage to this area (which generally consists of erosion, and destruction of shore protection in the area) will also reduce the impact of these damages to other public Tidelands areas.

BUDGET:

Design Phase -----	\$40,000
Construction Phase ----	\$360,000
<hr/>	
Total -----	\$400,000

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Upon discussion, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to approve the FY 2019 Tidelands Trust Fund Program Application as set forth above, authorizing the Mayor to execute same.

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:

MUNICIPAL COURT:

- Step Increase, Deputy Court Clerk Tina Dupree, CSA-4-IX, effective May 1, 2017;
- Step Increase, Court Clerk Jane Marsland, CSA-8-XV, effective May 1, 2017;
- Step Increase, Deputy Court Clerk Jill Scafide, CSA-4-I, effective May 16, 2017.

POLICE DEPARTMENT:

- Step Increase-PS-9-II and Reassignment from Detective to Police Officer 1st Class, Sandy Dyess, effective June 1, 2017;
- Step Increase, Sergeant Ray Bell, PS-11-XI, effective June 1, 2017;
- Step Increase, Detective Jason Edmonds, PSA-10-I, effective June 1, 2017;
- Step Increase, Detective Brad Gross, PSA-10-IV, effective June 1, 2017;
- Resignation, Dispatcher Emanuella Pollana, effective May 31, 2017.

Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to approve the BellSouh Telecommunications, LLC d/b/a AT&T Mississippi Special Service Arrangement Agreement, as follows:

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Special Service Arrangement Agreement

Case Number MS17-0748-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Mississippi, ("Company") and City of Long Beach-Police Dept. ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

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Special Service Arrangement Agreement

Case Number MS17-0748-00

Company

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi
One AT&T Way
Bedminster, NJ 07921-0752
ATTN: Master Agreement Support Team
Email: mastl@att.com

Customer

City of Long Beach-Police Dept.
202 Alexander Rd
Long Beach, MS 39560-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.

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Special Service Arrangement Agreement

Case Number MS17-0748-00

- B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
 - C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
17. **Changes in Customer Orders.** Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
- A) **Shipping Expedites.** Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
 - B) **Delivery Delays.** Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
 - C) **Additional equipment.** Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
 - D) Customer acknowledges that it has reviewed the proposed configuration and the customer's facilities are adequate for the site operations. Future operational changes or additional requirements may necessitate additional equipment which will be billable to the Customer. AT&T's Site Preparation Document provides customer with physical backroom space requirements for equipment cabinets. In addition, a site survey is performed before equipment is installed.
18. **Maintenance.**
- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
 - B) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.
19. **Remedies and Damages Limitations.**
- A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the

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Special Service Arrangement Agreement

Case Number MS17-0748-00

price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.

- B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.

21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

22. Confidentiality.

- A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

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Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS17-0748-00

- B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
23. Beneficial Use. Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. Statement of Work. Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. Warranty Period. Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.

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Special Service Arrangement Agreement

Case Number MS17-0748-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 9/14/2017.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Point (PSAP) equipment and software. The monthly rate for maintenance is also provided.

This Agreement is for sixty (60) months. The service interval will be negotiated.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:

City of Long Beach-Police Dept.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:

BellSouth Telecommunications, LLC d/b/a AT&T Mississippi

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS17-0748-00
Option 1 of 1

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Special Service Arrangement Agreement

Case Number MS17-0748-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Hardware- Backroom2	\$28,026.00	\$ 00	WTT12
2	SMA/Evergreen1	\$.00	\$1,453.00	WTT2H
3	Installation2	\$56,770.00	\$.00	WTT2T
4	Installation3	\$112,000.00	\$.00	WTT2U
5	Installation4	\$27,970.00	\$.00	WTT2V
6	Training1	\$12,452.00	\$.00	WTT3C
7	Training2	\$5,643.00	\$.00	WTT3D
8	Software-Std-Del.with eqpt1	\$16,602.00	\$.00	WTT41

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Special Service Arrangement Agreement

Case Number MS17-0748-00
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RATES AND CHARGES

9	Software-Std-Del with eqpt2	\$1,083.00	\$.00	WTT42
10	Software-Std-Del with eqpt3	\$6,015.00	\$.00	WTT43
11	Software Mtce-Initial Contract1	\$.00	\$3,436.00	WTT51

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Special Service Arrangement Agreement

Case Number MS17-0748-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

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Mayor and Board of Aldermen



Special Service Arrangement Agreement

Case Number MS17-0748-00
Option 1 of 1

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

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Mayor and Board of Aldermen

MS17-0748-00 - City of Long Beach MS - Police Dept Online RMS/CAD+Mobile NG Migration				
ORDER	USOC	Rate Type Description	NRC	MRC
1	WTT12	Hardware- Backroom2	\$28,026.00	
1	WTT41	Software-Std-Del with eqpt1	\$16,602.00	
1	WTT42	Software-Std-Del with eqpt2	\$1,083.00	
1	WTT43	Software-Std-Del with eqpt3	\$6,015.00	
Internal Description				
All common equipment hardware installed in the equipment room on the customer side of the demarc.				
NG CAD				
Canned software pre-staged and delivered with the equipment				
ONLINE RMS				
NG CAD software discount applied				
Mobile software discount applied				
Used to bill software maintenance for initial contract period. Includes vendor software patches. Treated as "mandatory" for Tax purposes in some states.				
1	WTT51	Software Mfrc- Initial Contract1		\$3,436.00
Includes vendor charges to maintain software at current releases. Replaces old software with newer versions of the software.				
1	WTT2H	SMA/Evergreen1		\$1,453.00
Used to bill all one-time charges associated with the installation of hardware or software				
1	WTT2T	Installation2	\$56,770.00	
1	WTT2U	Installation3	\$112,000.00	
1	WTT2V	Installation4	\$27,970.00	
mobile installation				
Includes all charges associated with customer training				
1	WTT3C	Training1	\$12,452.00	
1	WTT3D	Training2	\$5,643.00	
NGCAD training				
TOTAL			\$266,561.00	\$4,889.00

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MS EPL #3748, effective until April 30, 2019

Quote For: AT&T Public Safety
BST Purchasing and Leasing LP,PO Box 66795
St. Louis,MO
63166

For End User: Long Beach Police Dept (MS)

Contact: Sonya Sistrunk
Phone: (601) 824-5994
Mobile: (501) 278-9934
Email: ss7315@att.com

Quote Nbr: 00036892
Create Date: March 31, 2017
Expire Date: Jun 29, 2017
Paym't Terms: Net 30

Sales Exec: April Lazenby
Mobile:
Email: alazenby@caliberpublicsafety.com
Orders Fax:

Prod Family	Item Family	Product Code	Product Description	Quantity	Total
InterActOnline	Software	OL-RMS-USER	InterAct Online RMS (per user)	46	\$ 16,602.00
Services					
InterAct RMS Implementation & Consulting Services - up to 50 users Services include: Project Management (remote), Project Planning (remote), Cutover (on-site), Post Cutover (remote)					
	CI-OL-RMS				
	TR-OL-TRTR		InterAct Online RMS Administrator Training (2 days, 8 users max) (onsite)	1	
	TR-OL-TRTR		InterAct Online RMS Training (up to 8 students max) (onsite)	5	
	OL-DS-SILVER-3		InterAct Data Conversion Services (RMS Data Conversion - remote)	180	
Grand Total:					\$ 69,222.00
					\$ 85,824.00

Monthly
Maintenance: \$1,453.00

Special Order Note:

The Online RMS will only be offered as a vendor hosted solution from Calbar's securely managed partner hosting facility. State mandated UCR/IBK will need to be handled by the agency. The agency can print the generic UCR reports available from the Online RMS and submit the required information to the State via manual entry into the State portal (if available) or on hard-copy state forms. This quote does not include any software customization. This quote does not include data migration or interfaces to external systems.

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MS EPL #3748, effective until April 30, 2019

Quote For: AT&T Public Safety

8ST Purchasing and Leasing LP,PO Box 66795
St. Louis,MO
63166

Quote Nbr: 00036913

Create Date: March 31, 2017

Expire Date: Jun 29, 2017

Paym't Terms: Net 30

For End User: Long Beach Police Dept (MS)

Contact: Sonya Sistrunk

Phone: (601) 824-5994

Mobile: (601) 278-9934

Email: ss7315@att.com

Sales Exec: April Lazenby

Mobile:

Email: alazenby@caliberpublicsafety.com

Orders Fax:

Prod Family	Item Family	Product Code	Product Description	Quantity	TOTAL
InterActCAD	Software	CAD-CLIENT	InterAct CAD Client License	2	
		CAD-CLINT-NCIC	InterAct CAD CUIS Query Only License	2	
		CAD-CLIENT-ADMIN	InterAct CAD Client License (Admin/Backup Position)	1	
		CAD-ADMIN-NCIC	InterAct CAD CUIS Query Only License (Admin/Backup Position)	1	
		CAD-SERVER	InterAct CAD Server License	1	
		CAD-SVR-WBCAD	InterAct WebCAD (View Only) Server License (10 clients)	1	
		CAD-CLINT-WBCAD	InterAct WebCAD Clients (View Only) (addtl 10 Clients)	1	
		CI-UPGD-NGST	InterAct CAD/Map Engine Software License/3rd Party Software (per license)	3	
		CAD-INTER-ONE	InterAct CAD One Way Export from CAD (ETI FMS)	1	
					\$ 1,083.00
	Services	CI-UPGD-NGST	InterAct CAD Upgrade (5.x/6.x to 10.x) Implementation & Consulting Services - up to 5 positions Services Include: Project Management, Software Installation and Configuration, GIS Conversion Execution, CAD 5x/6x Data Conversion Execution, Training (1 CAD Admin (4 days: up to 4 admin); 2 CAD User (2 days: max 16 users)), Cutover, Post Cutover.	1	
		CI-UPGD-CADNGPOS	InterAct Software Install (per wkstn) (remote)	3	
		TR-MAPADM	Maps Administrator ONLY Training (remote)	1	
		TR-NCICWEB	InterAct CUIS Deploy/Training/PM (Webinar) (remote)	1	

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	CAD-INTER-ONE	InterAct CAD Interface - One-Way Export from CAD Setup (remote - ETI FMS)	1	
	TR-CAD	CAD Portable Training Kit (4 wrkstns or 4 laptops) (remote)	1	
	CI-UPGD-NGST	Web CAD Installation Services (new) (remote)	1	
	CI-UPGD-NGST	Web CAD Software Install (add-on clients) (remote)	1	
				\$ 117,643.00
Hardware	CADNG-KIT-STD-SVR	NG CAD Server - Dell R730	1	
	STD-KIT-WKST-QUAD	NG CAD Workstations - Dell 64-bit	3	
	STD-KIT-APP-SVR	PRTG Server - Dell TS810	1	
	SI-CAD-SVR	CAD Server Staging and Installation	1	
				\$ 28,026.00
Software	MC-CLINTNG	InterAct Mobile Client License	25	
	MC-SERVERNG	InterAct Mobile Mobility Server (ICE) License	1	
				\$ 6,015.00
Services	SI-MDC	InterAct Mobile Implementation & Consulting Services - over 5 clients Services include: Project Management, Project Planning, Project Execution, Software Installation and Configuration, Remote Training (1 Mobile Admin class (up to 4 admin); 1 Mobile User class (up to 16 users)); Cutover, Post- Cutover Support (Services prov	25	
	SI-MS	Install 3 Mobile NG Client devices and train client to install remaining mobiles (remote)	1	
				\$ 27,970.00
Special Order Note:				Grand Total: \$ 180,737.00
Monthly Maintenance:				\$3,436.00

Based upon the recommendation of Project Manager Derrel Wilson, Utility Partners, LLC, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to declare public works surplus property, as follows:

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Mayor and Board of Aldermen

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TO: Mayor Billy Skellie
Board of Aldermen

FROM: Derrel Wilson 

DATE: May 31, 2017

RE: Surplus items

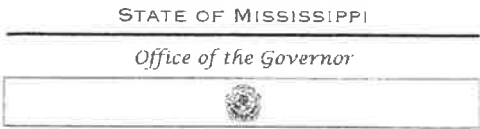
We recently auctioned one of our mini-excavators and, because of an oversight, failed to include two buckets that should have been included. These buckets do not fit any equipment we have and are of no value to Public Works.

Please consider this a request to declare these as salvage and we will allow the purchaser of the mini-hoe to pick these up.

Thank you.

There came on for consideration a Proclamation by the Governor, as follows:

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A PROCLAMATION
BY THE
GOVERNOR

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7, Independence Day, the fourth day of July, is declared a legal holiday in the State of Mississippi; and

WHEREAS, during the Fourth of July holiday, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Tuesday, July 4, 2017, in observance of Independence Day.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Monday, July 3, 2017, in further observance of Independence Day.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 22nd day of May in the year of our Lord, two thousand and seventeen, and of the Independence of the United States of America, the two hundred and forty-first.

Phil Bryant
PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE

Upon discussion, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to close city administrative offices, providing all employees utilize leave, Monday, July 3, 2017, in further observance of Independence Day, all as set forth above.

There came on for consideration a letter from Karen Livengood, President, Long Beach Rotary Club, as follows:

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Mayor and Board of Aldermen

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May 24, 2017

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

Rotary Club of Long Beach
P.O. Box 1382
Long Beach, MS 39560

Mayor and Board: Parks & Recreation: Bob Paul

Mayor- Billie Skellie
Alderman at Large- Leonard Carrubba
Alderman Ward 1- Gary Pontieux
Alderman Ward 2- Bernie Parker
Alderman Ward 3- Kelly Griffin
Alderman Ward 4- Ronnie Hammonds
Alderman Ward 5- Mark Lishen

Good Morning, I am Karen Livengood, Rotary Club of Long Beach President for the upcoming year July 2017- July 2018. At this time of the year, we are preparing for Rotary District training for the incoming officers/member in our rotary district 6840 (Mississippi and Louisiana). The rotary district team would like to use the athletic center/senior center located at 20253 Daugherty Road, Long Beach on August 26, 2017 from 6am-5pm. We would like to use the kitchen area in the center. We will be serving breakfast and lunch at this event, chairs and tables will be needed, but I will be glad to discuss this with Mr. Paul as the dates get closer. I can assure you the center will be left clean. Rotary of Long Beach is proud to be part of Long Beach. We enjoy serving our citizens, our seniors and our youth. Our goal, "SERVICE ABOVE SELF" is our motto

Thanks in advance. ✉

Karen Livengood
Karen Livengood
Rotary Club of Long Beach
sandbarhub@aol.com
(228)209-2563

Upon discussion, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to grant the request, waiving rental fees in accordance with city policy regarding civic organizations, all to promote the City of Long Beach and advertise the resources and opportunities available.

There came on for consideration revisions to the city's Summer Recreation Program.

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Upon discussion, Alderman Griffin made motion seconded by Alderman Carrubba and unanimously carried to approve the proposed revisions for review and final approval at the next regular meeting, June 20, 2017.

Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve Fiscal Year 2016-2017 Budget Amendments, as follows:



M E M O

TO: Kini Gonsoulin
FROM: Derrel Wilson
DATE: May 19, 2017
RE: Proceeds from Scrap Sales (revised total)

Kini,

Please deposit proceeds for Public Works scrap metal sold – total amount - **\$1014.00** - to Capital Outlay – Streets. Code is 311-6301.

Please confirm with Jan the amount and when this is finalized.

Your assistance in this matter is appreciated.

Thank you.

City of Long Beach
Budget Amendment Request

Fund Name	General	Date	6/6/2017
Department #	311	Budget Entry #	
Department Name	Streets & Drainage		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 311-630100	-	14,220	1,014	15,234
Other Revenues 010-560100	(20,000)	-	(1,014)	(21,014)

To budget funds received from the sale of scrap materials.

Amendment #10

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Comptroller’s Office

Memo

To: Becky Schruff, City Clerk
From: Kini Gonsoulin, Comptroller
Date: 6/2/2017
Re: budget amendment

Please find attached budget amendment request for the Water/Sewer Fund.

This request is to budget \$16,408 received from State Farm for damage caused by Walker Construction to a 8" gravity sewer line. Repairs have been made.

If you have any questions, please feel free to contact me. Thank you.

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Mayor and Board of Aldermen**

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M E M O

TO: Kini Gonsoulin
FROM: Joe Culpepper
DATE: May 26, 2017
RE: AT&T checks

Kini,

Please see attached check #26694 from Seal Enterprises, contractor for AT&T in the amount of \$192.56.

This amount is reimbursement for damages caused/Sewer Service Repairs done at Klondyke Rd (see attached breakdown.)

Please apply these funds to account 825-6158.

Any questions, please call Joe Culpepper.

City of Long Beach
Budget Amendment Request

Fund Name	Water/Sewer	Date	6/6/2017
Department #	825	Budget Entry #	
Department Name	Sewer Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Contractual Fees 825-620900	3,000	-	16,408	19,408
Life Station Supplies 825-615800	90,000	(2,500)	193	87,693
Insurance Proceeds 400-580800	-	-	16,601	

To budget funds received as reimbursement for damages.

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Mayor and Board of Aldermen**

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Comptroller's Office

Memo

To: Becky Schruff, City Clerk
From: Kini Gonsoulin, Comptroller
Date: 6/1/2017
Re: budget amendment

Please find attached budget amendment request for the Water/Sewer Fund.

This request is to move funds from fund balance to the Easements & Land Acquisitions line item in the Sewer Operation budget to purchase the lot from Paul Dauro as stated in our settlement.

If you have any questions, please feel free to contact me. Thank you.

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City of Long Beach
Budget Amendment Request

Fund Name	Water/Sewer	Date	6/6/2017
Department #	815	Budget Entry #	
Department Name	Water Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Easements & Land Acquisitions 815-				
625600	500	-	10,000	10,500
Fund Balance			(10,000)	

To move funds to purchase P Dauro property.

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Mayor and Board of Aldermen

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M E M O

TO: Kini Gonsoulin
FROM: Derrel Wilson *DW*
DATE: May 2, 2017
RE: Reimbursement from Cable Man, Inc. for Water Main
Repairs – Merinda Lane and Belle Terre

Kini,

Enclosed please find check to the City of Long Beach, # 039048 from Cable Man, Inc. in the amount of \$965.02. This is for reimbursement for damages/repairs made - \$792.00 Merinda Lane and \$173.02 for Belle Terre.

Please assign these funds to Account 815-611100 and let Jan know when this has been completed, so she can update our budget spreadsheet.

Thanks!

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City of Long Beach
Budget Amendment Request

Fund Name	Water/Sewer	Date	6/6/2017
Department #	815	Budget Entry #	
Department Name	Water Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Water System Maintenance 815-611100	167,183	(104,940)	965	63,208
Other Revenues 400-560100	(18,000)	-	(965)	(18,965)

To budget funds received as reimbursement for damages.

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To: Mayor

City of Long Beach Board of Alderman

From: Long Beach Harbor Master

Subject: Budget Amendment

Respectfully request a budget amendment from Capital to Harbor Maintenance in the amount of 3000 to cover the repairs of electrical on Pier 2. This 50 foot by 25 foot slip is one of 3 we have left and there is no power at this time. It is the only one with a full length finger pier which makes it so important.


William Angley

Long Beach Harbor Master

City of Long Beach

Budget Amendment Request

Fund Name	Harbor	Date
Department #	445	Budget Entry #
Department Name	Harbor	
Harbor Maintenance 445-611200	2,000	2,800
Fund Balance		3,000
		(3,000)
		7,800

To move funds from Fund Balance to Harbor Maintenance for repairs.

Amendment #14

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to schedule public hearings, Wednesday, July 5, 2017, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not certain properties situated in the City of Long Beach are in such of state of uncleanness as to constitute a menace to the public health and safety of the community; said properties are as follows:

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- 4 Kays Drive, Map Parcel #0611N-04-009.001, assessed to Eric Brandon King;
- 221 East 4th Street, Map Parcel #0612B-03-063.000, assessed to Donald Chandler.

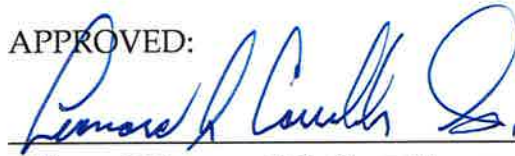
The Mayor recognized the City Attorney for his report, as follows:

- The C-Spire franchise agreement is being prepared.

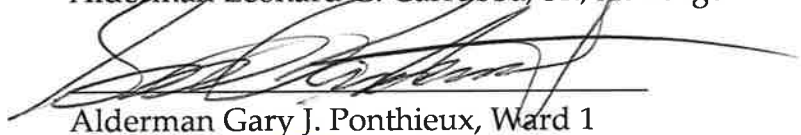
There were no public comments regarding general matters not appearing on the agenda.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Parker 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

6/20/17

Date

ATTEST:



Rebecca E. Schruff, City Clerk