

PORT COMMISSION MINUTES
FEBRUARY 21, 2013

Be it remembered that a regular meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the City Hall Meeting Room, 201 Jeff Davis Avenue, in said City at 5:00 p.m., Thursday, February 21, 2013, it being the time, date, and place fixed for holding said meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission President Phil Kies, Commissioners Vernon Ehlers, Don Deschenes, Roger Ladner, Barney Hill, Harbormaster Bill Angley, and Deputy City Clerk Stacey Dahl.

Absent the meeting were Vice President Barbara Reed, Secretary David Marks, Commissioners Charles Purchner, Stan Snodgrass, and Port Attorney James C. Simpson, Jr.

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

There were no comments or amendments to the agenda.

The meeting was called to order, whereupon Commissioner Ehlers made motion seconded by Commissioner Deschenes and unanimously carried to approve the Port Commission Regular Minutes of January 17, 2013, as submitted.

The Commission recognized Mr. Ron Robertson, Project Manager, Broaddus and Associates, whereupon Mr. Bill Mitchell, Brown , Mitchell, and Alexander, Inc., were recognized and presented an executive summary in draft form for the Long Beach Harbor Improvements for review. Each Commissioner received the aforementioned summary and a copy is available for review in the City Clerk's office.

After considerable discussion, there was no action required or taken.

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The Commission again recognized Mr. Ron Robertson, whereupon the following updates were submitted in words and figures as follows:

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Long Beach Port Commission
Phil Kies, President

February 21, 2013

RE: Project Updates:

1. **CIAP- Harbor Expansion and Master Plan.**
Presentation of proposed Master Plan Executive Summary. The final Master Plan presentation will be completed for review within the next 45 days. The funding for Phase-2 is on hold, pending release by the Fish and Wildlife Agency. Preparation of harbor master plan permit application is in progress; submittal by mid-April. Approval of the permit is expected by year end. These permits will have no effect on the uplands design.
2. **Alternate Project. Harbor Improvements.** Phase-2 of this project, harbor improvements, is "on-hold" until Isaac Hurricane repairs are in progress. Approximately funding of \$90,000 remaining. Suggest adding additional finger piers or lighting improvements in Isaac bid package to be funded by this PW. Need port commission direction.
3. **Bulkhead Project.** This first project phase is 98% complete. Only remaining items on the present contract are check-out of the electrical system and a few punch list items. This project is approximately \$490,000 below budget with a final completion date of September 30, 2013. Need port commission direction on how to proceed on next phase.
4. **Isaac Repairs.** FEMA has approved six project worksheets for hurricane Isaac related repairs to the Long Beach Harbor. Recommend port commission approval of storm drain work (\$5,237.75) and engineering amendments for Isaac hurricane work along with approval to advertise (usually about \$500 +/- per bid package).

<u>FEMA PA PW's</u>	<u>Obligated Amt.</u>	<u>Est. Bid Pkg. Date</u>
1) Replace Rip-Rap / Harbor Dredging	\$ 272,697	April 15, 2013
2) Repair Roads / sidewalks	460,291	May 15, 2013
3) Repair Launch Ramp /pump out/Fuel Sys.	150,351	Mar. 15, 2013
4) Electrical Repairs	201,582	April 15, 2013
5) Repair fishing Piers and boat slips	373,109	April 15, 2013
Finger Piers	70,000	Feb. 28, 2013
6) Harbor Building repair	17,495	N/A
Total Construction Estimate	\$1,545,625	

Please contact me at your convenience with any questions. (Note: I will be on vacation from March 5th thru March 28th.)

Port Commission Monthly Project Update
Prepared by Ron Robertson, P. E.

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After considerable discussion, the following actions were taken regarding the aforesaid report:

- 2. Alternate Project. Harbor Improvements – It was the consensus of the commission to designate the approximately \$90,000 in remaining funding for finger piers and lighting.

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- 3. Bulkhead Project – Commissioner Kies made motion seconded by Commissioner Deschenes and unanimously carried to continue the north bulkhead as funds are available.

There was no further action required or taken regarding the aforesaid report.

There came on for consideration Long Beach Harbor – Drainage Cleaning:



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

520 33RD STREET
GULFPORT, MS 39507

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

February 14, 2013

FYI

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

RE: LB Harbor – Drainage Cleaning

Ladies and Gentlemen:

We have received two quotes for cleaning the drainage system in the Harbor area, which we have attached hereto. The low bid for the work was provided by Vacuum Services Group, LLC of Gulfport, MS with a quoted price of \$5,237.75; the second quote was provided by B&J Vacuum Service, also of Gulfport, with a quoted price of \$25,247. The quote provided by Vacuum Services is very close to our cost estimate for the work and is similar to the price for similar work performed after Hurricane Katrina. If it pleases the Board, we recommend the contract for this work be awarded to Vacuum Services Group by issuance of a Purchase Order in the amount of their quote with a Notice to Proceed for the work to be issued as soon as reasonably possible.

Sincerely,

David Ball, P.E.

DB:1984
Enclosure

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

Feb 11 13 03:42p Vacuum Services Group
02/05/2013 09:31 2288635232

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PROPOSAL FOR

"DRAINAGE SYSTEM CLEANING AT LONG BEACH HARBOR"

MAYOR AND BOARD OF ALDERMEN
LONG BEACH, MISSISSIPPI

Gentlemen:

Pursuant to your request for quotes, receivable until 4:00 P.M., on Tuesday, February 12, 2013, we VACUUM SERVICES GROUP LLC (Name of Company) residing at 2803 33rd ST, SUITE B GULFPORT MS 39501 do hereby submit this our proposal for furnishing of labor, tools, equipment, and all materials needed to clean the drainage system at the Long Beach Harbor. Contractor will furnish all major components needed, as listed herein and will also furnish all equipment and labor to perform this task, and minor incidental materials such as may be required to clean the drainage system at the Long Beach Harbor.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above. Completed proposals may be returned via facsimile (228-863-5232), mail, or hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurements of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) Failure of the contractor to commence work under the terms of this contract within 7 calendar days from the purchase order issue date shall be justification for the cancellation of the contract without penalty to either party.
- (5) All work under this contract must be fully completed within 15 calendar days from the date when Owner notifies Contractor of the issuance of a purchase order. If Contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of fifty dollars (\$50) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (6) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (8) The price quoted shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

Feb 11 13 03:42p Vacuum Services Group
02/05/2013 09:31 2288635232

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PAGE 001 of 001

REQUIREMENTS:

Per the attached technical specification "DRAINAGE SYSTEM CLEANING".

PRICE:

The successful Contractor agrees to perform all the work described herein, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	CLEAN DRAINAGE PIPE (ALL SIZES) <i>FIVE DOLLARS AND SEVENTY FIVE CENTS</i> <small>(UNIT PRICE IN WORDS)</small>	737 LF <i>5.75</i> <small>(UNIT PRICE IN FIGURES)</small>	<i>4,237.75</i> <small>(EXTENSION IN FIGURES)</small>
1-B	CLEAN DRAINAGE STRUCTURE <i>ONE HUNDRED TWENTY FIVE DOLLARS</i>	8 EA <i>125.00</i>	<i>1,000.00</i>
TOTAL PRICE: <i>FIVE THOUSAND, TWO HUNDRED, THIRTY SEVEN DOLLARS AND SEVENTY FIVE CENTS</i> <i>5,237.75</i> <small>(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)</small>			

The Contractor shall fully understand that the unit prices are independent to the exact quantities involved. The quantities shown herein are approximate and the Owner uses them for comparison of prices only. The Owner will pay Contractor for the actual quantities of work performed and accepted by Engineer. The Owner may increase, decrease, or omit the scheduled quantities of work with no adjustment to the unit prices.

RESPECTFULLY SUBMITTED:

DATE 2-11-13

FIRM NAME VACUUM SERVICES GROUP LLC

SIGNED BY (Name & Title) *R. J. D.* BRIANT GROVE, COMPTROLLER

ADDRESS OF FIRM 2803 33RD ST, SUITE B, GULFPORT, MS 39501

CITY AND STATE GULFPORT, MS 39501 TELEPHONE 228-865-4725

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Feb 11 13 03:37p B & J Vacuum Service,
02/05/2013 09:52 2288635232

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PAGE 1 OF 1

PROPOSAL FOR

"DRAINAGE SYSTEM CLEANING AT LONG BEACH HARBOR"

MAYOR AND BOARD OF ALDERMEN
LONG BEACH, MISSISSIPPI

Gentlemen:

Pursuant to your request for quotes, receivable until 4:00 P.M., on Tuesday, February 12, 2013, we B & J Vacuum Service, Inc. (Name of Company) residing at 10550 Reichold Road Gpt ms 39503, do hereby submit this our proposal for furnishing of labor, tools, equipment, and all materials needed to clean the drainage system at the Long Beach Harbor. Contractor will furnish all major components needed, as listed herein and will also furnish all equipment and labor to perform this task, and minor incidental materials such as may be required to clean the drainage system at the Long Beach Harbor.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above. Completed proposals may be returned via facsimile (228-863-5232), mail, or hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurements of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) Failure of the contractor to commence work under the terms of this contract within 7 calendar days from the purchase order issue date shall be justification for the cancellation of the contract without penalty to either party.
- (5) All work under this contract must be fully completed within 15 calendar days from the date when Owner notifies Contractor of the issuance of a purchase order. If Contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of fifty dollars (\$50) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (6) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (8) The price quoted shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.

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Feb 11 13 03:38p B & J Vacuum Service,
02/05/2013 09:52 2288635232

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PAGE 03/01

REQUIREMENTS:

Per the attached technical specification "DRAINAGE SYSTEM CLEANING".

PRICE:

The successful Contractor agrees to perform all the work described herein, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	CLEAN DRAINAGE PIPE (ALL SIZES)	737 LF	
	Thirty One Dollars	(\$ 31.00)	\$ 22,847.00
	(UNIT PRICE IN WORDS)	(UNIT PRICE IN FIGURES)	(EXTENSION IN FIGURES)
1-B	CLEAN DRAINAGE STRUCTURE	8 EA	
	Three Hundred Dollars	(\$ 300.00)	\$ 2400.00

TOTAL PRICE: Twenty Five Thousand Two Hundred and Forty Seven Dollars

and 00/100 cents (\$ 25,247.00)

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

The Contractor shall fully understand that the unit prices are independent to the exact quantities involved. The quantities shown herein are approximate and the Owner uses them for comparison of prices only. The Owner will pay Contractor for the actual quantities of work performed and accepted by Engineer. The Owner may increase, decrease, or omit the scheduled quantities of work with no adjustment to the unit prices.

RESPECTFULLY SUBMITTED:

DATE 2/11/2013

FIRM NAME B & J Vacuum Service ,inc.

SIGNED BY (Name & Title) Brandon J. May, Pres

ADDRESS OF FIRM 10550 Reichold Road

CITY AND STATE Gpt., Ms 39503 TELEPHONE 228-896-6348

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Commissioner Ehlers made motion seconded by Commissioner Deschenes and unanimously carried to approve the recommendation of City Engineer David Ball and award the contract for Drainage Cleaning to Vacuum Services Group LLC as set forth above.

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There came on for consideration eight (8) amendments to the engineering agreement for Hurricane Isaac repairs, as follows:

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

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (PIERS & ELECTRICAL REPAIRS)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac to the tie-up piers, fishing piers, and associated electrical systems, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Repair structural damage to Piers 1-5, the East & West Fishing Piers.
 - b. Repair damage to appurtenances associated with each pier, such as chainlink fences and gates, PVC pile caps, and other minor items.
 - c. Replace channel marker piles and lights, and missing daymark boards.
 - d. Repair structural damage to the East & West Fishing Piers, along with repairs to the associated water systems.
 - e. Repair electrical systems associated with Piers 1-5 and the East & West Fishing Piers, including construction of new removable electrical boxes along Piers 1-5.
3. The construction cost of the needed repairs is currently estimated at approximately \$414,300 as detailed in the appropriate portions of FEMA PW Nos. LBGRO21, LBGRO22, and LBGRO25.
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 30 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

C. BASIS OF COMPENSATION

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1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the current construction cost; fees for Basic Services shall be \$50,600, based on the following assumed distribution of compensation:

Preliminary Design Phase	25%
Final Design Phase	50%
Bidding and Negotiating Phase	75%
Construction Phase	100%
2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
 - a. The referenced FEMA PWs have obligated approximately \$12,400 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: William Skellie, Jr.
William Skellie, Jr.; Mayor

Date Signed: 2/8/13

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

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

Date Signed: 2/11/13

PORT COMMISSION MINUTES

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

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (LAUNCH RAMP REPAIRS)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac to the launch ramps and launch piers, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Repair structural damage to the concrete launch ramps.
 - b. Repair structural damage to the three launch piers, along with Hazard Mitigation work to lessen the risk of similar future damage. The fuel pier will be repaired under a separate project.
3. The construction cost of the needed repairs is currently estimated at approximately \$58,400 as detailed in the appropriate portions of FEMA PW No. LBGRO20.
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 60 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.

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- a. Based on the current construction cost; fees for Basic Services shall be \$8,800, based on the following assumed distribution of compensation:
- | | |
|-------------------------------|------|
| Preliminary Design Phase | 25% |
| Final Design Phase | 50% |
| Bidding and Negotiating Phase | 75% |
| Construction Phase | 100% |
2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
- a. The referenced FEMA PWs have obligated approximately \$1,800 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: 

William Skellie, Jr.; Mayor

Date Signed: 2/18/13

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

By: 

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

Date Signed: 2/11/13

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

AMENDMENT NUMBER 3 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (FUEL FACILITY REPAIRS)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac to the fuel facility, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Remove and replace the concrete slab covering the buried fuel tank. Repair & recertify the existing buried fuel tank or install a new tank, as required.
 - b. Repair or replace the fuel dispensing system, as required.
 - c. Repair or replace the fuel pier electrical supply conduit and circuit wiring, as required.
 - d. Repair or replace the sewage pumpout station, as required.
 - e. Repair structural damage to the fuel pier, as required.
3. The construction cost of the needed repairs is currently estimated at approximately \$68,240 as detailed in the appropriate portions of FEMA PW No. LBGRO20.
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 60 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the current construction cost; fees for Basic Services shall be \$10,100, based on the following assumed distribution of compensation:

Preliminary Design Phase	25%
Final Design Phase	50%
Bidding and Negotiating Phase	75%
Construction Phase	100%
2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
 - a. The referenced FEMA PWs have obligated approximately \$2,000 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: William Skellie, Jr.
William Skellie, Jr.; Mayor

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

Date Signed: 2/8/13

Date Signed: 2/11/13

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

AMENDMENT NUMBER 4 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (RIP-RAP REPAIRS)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac to the rip-rap channel breakwaters and shore protection areas, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Replenish the eastern rip-rap breakwater at the Harbor entrance.
 - b. Replenish the western rip-rap breakwater at the Harbor entrance.
 - c. Replenish the rip-rap shore protection near the eastern Fishing Pier.
 - d. Replenish the rip-rap shore protection at the western parking lot near Steve's Marina.
 - e. Replace the missing concrete apron along the western fishing jetty.
3. The construction cost of the needed repairs is currently estimated at approximately \$132,900 as detailed in the appropriate portions of FEMA PW No. LBGRO22.
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 60 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

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C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the current construction cost; fees for Basic Services shall be \$18,700, based on the following assumed distribution of compensation:

Preliminary Design Phase	25%
Final Design Phase	50%
Bidding and Negotiating Phase	75%
Construction Phase	100%
2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
 - a. The referenced FEMA PWs have obligated approximately \$4,000 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____

William Skellie, Jr.; Mayor

By: _____

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

Date Signed: _____

2/8/13

Date Signed: _____

2/11/13

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

AMENDMENT NUMBER 5 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (HARBOR DREDGING)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac by sedimentation within the Harbor and entrance channel, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Pre-dredging and post-dredging surveys to establish basis of payment.
 - b. Dredging affected areas to -8 MLW Replenish the eastern rip-rap breakwater at the Harbor entrance.
3. The construction cost of the needed repairs is currently estimated at approximately \$80,600 as detailed in the appropriate portions of FEMA PW No. LBGRO22.
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 60 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

- a. Based on the current construction cost; fees for Basic Services shall be \$11,600, based on the following assumed distribution of compensation:

Preliminary Design Phase	25%
Final Design Phase	50%
Bidding and Negotiating Phase	75%
Construction Phase	100%

2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
- a. The referenced FEMA PWs have obligated approximately \$2,400 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

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

Date Signed: 2/8/13

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

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

Date Signed: 2/11/13

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

AMENDMENT NUMBER 6 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (PARKING LOT REPAIRS)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac to the parking areas and entrance roadway, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Repair damaged asphalt along Cleveland Ave. and the main parking area.
 - b. Repair the damaged asphalt in the southern fishing quay.
 - c. Repair the damaged asphalt at the parking area adjacent to the western fishing jetty.
 - d. Repair damaged concrete sidewalk along the eastern bulkhead.
 - e. Repair damaged concrete sidewalk adjacent to the eastern Fishing Pier entrance.
 - f. Repair miscellaneous parking features, such as parking blocks, guard rails, chain link fencing, and parking stall striping.
3. The construction cost of the needed repairs is currently estimated at approximately \$378,600 as detailed in the appropriate portions of FEMA PW No. LBGRO23.
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 120 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the current construction cost; fees for Basic Services shall be \$48,100, based on the following assumed distribution of compensation:

Preliminary Design Phase	25%
Final Design Phase	50%
Bidding and Negotiating Phase	75%
Construction Phase	100%
2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
 - a. The referenced FEMA PWs have obligated approximately \$11,400 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: William Skellie, Jr.
William Skellie, Jr.; Mayor

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

Date Signed: 2/8/13

Date Signed: 2/11/13

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

AMENDMENT NUMBER 7 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (DRAINAGE CLEANING)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac to the drainage system serving the main parking area, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Clean the drainage system on the southern side of the main parking area.
3. The construction cost of the needed repairs is currently estimated at approximately \$5,000 as detailed in the appropriate portions of FEMA PW No. LBGRO23.
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 15 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the current estimated construction cost; fees for Basic Services shall be \$850, based on the following assumed distribution of compensation:

Preliminary/Final Design Phase	50%
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PORT COMMISSION MINUTES

FEBRUARY 21, 2013

Bidding & Negotiation/Construction Phase 100%

2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
 - a. The referenced FEMA PWs have obligated approximately \$150 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: William Skellie, Jr.
William Skellie, Jr.; Mayor

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

Date Signed: 2/8/13

Date Signed: 2/11/13

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

AMENDMENT NUMBER 8 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS (FINGER PIER REPAIRS)

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to repair the damages caused by Hurricane Isaac to the finger piers along the mooring piers, along with other miscellaneous repairs related thereto, within the Long Beach Smallcraft Harbor. These services will include:
 - a. Any necessary location surveys.
 - b. Preparation of general drawings and any required bid documents, sufficient for a request for proposals to competitively bid and construct the project.
 - c. Acquisition of permits necessary for construction.
 - d. Assist City in soliciting and receiving quotes for the work in accordance with state law.
 - e. Provide professional oversight of the construction, including recommending payments.
2. In particular, the needed repairs include, but are not limited to:
 - a. Repair or replace all damaged or destroyed finger piers within the Harbor.
3. The construction cost of the needed repairs is currently estimated at approximately \$46,200 as detailed in the appropriate portions of FEMA PW No. LBGRO21
4. Project funding is through the FEMA Public Assistance program related to Hurricane Isaac recovery.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of documents necessary for the bidding process within 30 days of the execution of this Amendment.
2. It is presently estimated that the final completion of construction of the project will be not more 360 days after execution of this Amendment.

C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the current estimated construction cost; fees for Basic Services shall be \$7,100, based on the following assumed distribution of compensation:

Preliminary Design Phase	25%
Final Design Phase	50%

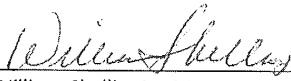
**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

Bidding and Negotiating Phase	75%
Construction Phase	100%

2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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.
 - a. The referenced FEMA PWs have obligated approximately \$1,400 for Construction Inspection services, which will only allow for part-time inspection. Additional inspection can be provided upon Owner's request.
3. Hourly fees where described above will be in accordance with the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
4. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:

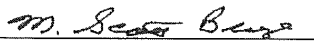
CITY OF LONG BEACH, MISSISSIPPI

By: 
William Skellie, Jr.; Mayor

Date Signed: 2/8/13

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

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

Date Signed: 2/11/13

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Commissioner Ladner made motion seconded by Commissioner Deschenes and unanimously carried to approve the eight (8) aforesaid amendments and authorize the Mayor to execute the same. It was further ordered to proceed to advertise for bids for all eight associated bid packages.

There came on for consideration a monthly elevator maintenance contract for the elevator located in the harbormaster building, as follows:

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

COAST ELEVATOR COMPANY

Sales Service Repairs
PO Box 858 Ocean Springs, MS 39566
228-518-3842 Cell 228-392-8166 fax

January 28, 2013

Long Beach Port Commission
PO Box 929
Long Beach, MS 39560

**RE: MONTHLY ELEVATOR MAINTENANCE CONTRACT FOR
2-STOP LULA HYDRAULIC PASSENGER ELEVATOR**

SCOPE OF WORK:

COAST ELEVATOR COMPANY, INC. hereinafter referred to as The "COMPANY" hereby contracts with **CITY OF LONG BEACH PORT DIVISION**, hereinafter referred to as The "CUSTOMER".

1. **TERMS:** The COMPANY, under the CONTRACT, will service the equipment specified above according to the terms and conditions set forth herein. The COMPANY will use trained individuals directly employed and supervised.
2. **COVERAGE:** The COMPANY will examine, adjust, clean, lubricate, and furnish necessary lubricants on a monthly basis. When conditions warrant, we will repair and or replace parts integral to your specific elevator equipment at no additional charge.
3. **EXCLUSIONS:** This CONTRACT specifically excludes the following items of equipment: power disconnect switches and feeder to the controller, cab, cab floor, cab gates and door panels, fan, hydraulic plungers, casing and buried piping, hoistway structure, hoistway door panels, frames, sills and light fixtures, including bulbs or tubes. At no time will we be responsible for leveling performance of single speed AC elevator equipment.
4. **ABUSE:** It is understood that this CONTRACT DOES NOT cover repairs caused by negligence, Acts of God, abuse, and misuse, obsolescence of the equipment, any accidents or other causes beyond the control of the COMPANY.
 - a) False calls. This CONTRACT DOES NOT cover false calls for service. Examples of false calls include but are not limited to, the equipment running normally on arrival of the mechanic, calls made to retrieve items dropped into the hoistway or those resulting from vandalism or any of the terms listed above.

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

5. **MODIFICATIONS:** This CONTRACT DOES NOT include modernization of or to any of the contract equipment. The COMPANY is not responsible under this CONTRACT to install new parts or attachments on the equipment other than or different from those now comprising the contract equipment.

CUSTOMER will not permit others to make alterations, additions, adjustments, repairs or replacements to said equipment being serviced under this CONTRACT. To do so would void the terms of this CONTRACT.

Requests: If modernization or modification is requested by the CUSTOMER or his authorized agent, recommended or directed by insurance companies or government authorities, the COMPANY will submit a separate proposal to the CUSTOMER detailing the scope of work and costs associated thereto.

6. **WORK HOURS:** This CONTRACT contemplates that normal maintenance and repair work will be done during regular business hours 8:00 a.m. to 5:00 p.m. Monday thru Friday. This service is available 8 hours day – 5 days a week. Emergency call back service is not included. Emergency after hours rate is \$184.00 per hour INCLUDING applicable traveling time and expenses.
7. **BILLING CALLS:** THE CUSTOMER will be billed for all repair and/or service calls not covered under this CONTRACT. The service rate will be \$184.00 per hour INCLUDING applicable traveling time and expenses.
8. **CUSTOMER'S RESPONSIBILITY:** The price and services as outlined herein are based upon the CUSTOMER furnishing the COMPANY legible, up to date wiring diagrams for all equipment to be serviced. The CUSTOMER'S responsibility for accidents to persons or properties while riding in, on or about the equipment is in no way negated by this CONTRACT. Adequate liability insurance is recommended.
- a) Notification. The CUSTOMER hereby accepts the responsibility for notifying the COMPANY immediately upon malfunction of the covered equipment, and to place "out of service" sign on the equipment.
 - b) Abdication. The CUSTOMER'S failure to adhere to the above recommended policies will nullify the COMPANY'S liability under this CONTRACT.
9. **COMPANY LIABILITY:** It is understood that the COMPANY when not working in, on or about said equipment, does not assume management or control thereof.
- a) Nothing in this said CONTRACT shall be construed to mean the COMPANY assumes any liability for accidents to persons or properties except those directly attributable to negligence by the COMPANY or its employees.
 - b) In the event of litigation, we agree, if necessary, to cooperate in the defense of lawsuits brought jointly against us.
 - c) The COMPANY shall not be held responsible or liable for consequential damages due to any loss, damage, detention, or delay caused by failure of the equipment to operate by reason of accidents, labor troubles, strikes, lockouts, fire, flood, Acts of God, acts of civil or military authorities or any other event.
 - d) No work, service, or liability on the part of COMPANY other than that specifically outlined herein is included or intended.

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

10. INSURANCE: The COMPANY certifies that it maintains current Public Liability Insurance.
11. ENTIRE AGREEMENT: This CONTRACT constitutes the entire Agreement between the parties for the services described and all prior representations are merged herein, whether written or oral.
12. COMMENCEMENT: This CONTRACT commences on the first day of the month of **MARCH 1, 2013**. It is understood by and between the CUSTOMER and the COMPANY that this CONTRACT shall remain in full force and effect from the date of execution until terminated as provided herein. This CONTRACT will remain in effect for 3 years.
13. TERMINATION: If, for any reason, CUSTOMER or COMPANY deems it necessary to cancel this CONTRACT, it can be done within thirty (30) days prior written notice from either party.

The CUSTOMER agrees not to assign this agreement without COMPANY consent. COMPANY consent will not be unreasonably withheld. CUSTOMER agrees to provide written notice of impending sale of the premises covered under this contract.

CUSTOMER shall be responsible for all invoices under this contract until proper notice is received.

14. NONPAYMENT: The COMPANY reserves the right to discontinue this maintenance contract at any time, without notice, in the event that timely payments are not made.

In the event any payment is outstanding beyond the allotted by Miss. Code Annotated 31-7-305, the CUSTOMER shall pay interest as provided therein.

Invoices must be approved by the Long Beach Port Commission through its docket of Claims process. Invoices will be deemed acceptable unless objection is received by the COMPANY from CUSTOMER within seven (7) days of receipt by the Port Commission.

15. CONTRACT PRICE: The CONTRACT price for services rendered as herein stated shall be: **\$200.00 PER MONTH.**

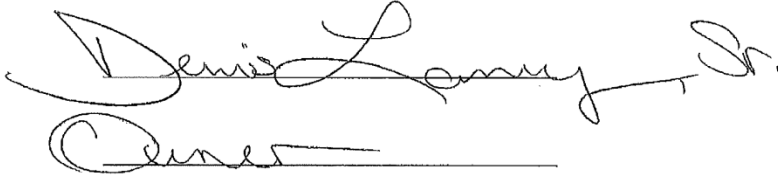
The foregoing price shall be adjusted yearly based upon increases in the cost of labor and materials. These adjustments shall be made and become effective as of the first day of the anniversary month of each year thereafter. .

16. ACCEPTANCE: This proposal becomes a valid contract when executed by the CUSTOMER and COMPANY. This CONTRACT and its parties are subject to the laws of The State of Mississippi. In the event your acceptance of this agreement is in the form of a purchase order or similar document, the provisions, terms, and conditions of this agreement will govern.

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

This proposal is valid for sixty (60) days and is subject to escalation thereafter. The parties of this contract warrant that the individuals executing this agreement are fully authorized to do so.

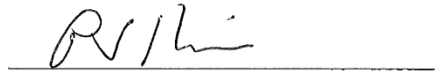
Respectfully submitted,
Dennis Lamey, Sr. Owner
COAST ELEVATOR COMPANY, INC.



Date

2/20/13

Accepted by Authorized Agent
CITY OF LONG BEACH PORT DIVISION



Date

2/21/13

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After considerable discussion, Commissioner Deschenes made motion seconded by Commissioner Hill and unanimously carried to approve the aforesaid contract and authorize the Port President to execute the same.

The commission recognized Captain Jeremy McHugh with his request to place a live feed video camera in the Long Beach Harbor. Said request ordered spread upon the minutes of this meeting in words and figures as follows:

PORT COMMISSION MINUTES

FEBRUARY 21, 2013

 <p>Still Water Fishing Charters LLC</p> <p>Bait - Ice - Tackle - License Provided</p> <p>INSHORE FISHING WADE FISHING LIGHT TACKLE</p>	<p>Captain Jeremy McHugh  USCG Licensed</p> <p>LONG BEACH HARBOR Pier 4 slip 11 Long Beach, Ms. 39560</p> <p>Phone: 228-697-9002 Fax: 228-863-7009 JeremyMcHugh11@gmail.com www.StillWaterFishingMS.com</p>
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Still Water Fishing Charters, LLC
2529 Wanda place Gulfport, Ms 39501

To whom it may concern,

My name is Jeremy McHugh and I am the Captain of Still Water Fishing Charters located in pier 4 slip 11, Long Beach Harbor. I am requesting approval of the placement of a live feed video camera in the harbor of Long Beach, MS. The purpose for this live feed cam is to provide real time footage of the seas and winds for those seeking to fish or venture into the gulf waters and to provide live gulf views. It has been my, as well as many others, experience to find the reports in local weather reports, not truly reflective of actual conditions. Not only will this real time footage be beneficial to the renters of the harbor and local fisherman but to the economy as well. The charter and fishing industry has been devastated by recent events as well as misperceptions. The number of customers booking fishing trips has lowered. By streaming live video to a direct market, we can possibly encourage people to invest in these charter trips once again. This will also allow live interaction and comments amongst the community and people interested in our MS Gulf Coast.

Offering this to the public, I will assume all responsibilities to the website as well as the equipment; (see attached specs on video equipment). I have purchased the equipment and am prepared to professionally install the webcam at your approval and desired location. Again, I ask that you please consider and approve this request as it is my intention to assist the recovery and growth of our local charters and economy.

My purpose for this request is nothing other than passion. I am dedicated to the reputation of our MS Gulf Coast's fishing industry. As a captain, I pride myself on the local waters and the experiences that create lasting memories for our local community as well as our tourist community.

PORT COMMISSION MINUTES
FEBRUARY 21, 2013

Should you have any questions, I encourage you to contact me. I appreciate your time and consideration on this matter and look to hear from you soon.

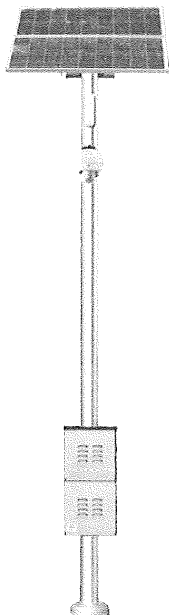
Kindest Regards,

Jeremy McHugh, Captain
Still Water Fishing Charters, LLC
Jeremymchugh11@gmail.com
228-697-9002

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

PTZ Series - Wireless Solar Powered Security Cameras

Page 2 of 2



SOLAR POWERED WIRELESS PTZ SECURITY
CAMERASOLSTICECAM™ PTZ SERIES

SolsticeCam™ PTZ Series - Highlights and Features

- The SolsticeCam™ PTZ Series wireless solar powered camera system is a wireless solar powered security camera that is typically used in security applications that require auto-tracking and/or the use of pan-tilt-zoom video in real-time.
- PTZ cameras provide field of view flexibility and include powerful zooming capabilities typically ranging from 18-36x optical zoom.
- PTZ cameras typically require considerably more power than fixed cameras and therefore require more solar and battery backup, thus increasing the overall cost of the solar powered system.
- Provided wireless options for the SolsticeCam™ PTZ Series include 900MHz point-to-point radios, 2.4GHz and 5.8GHz AP/CPE/PxP radios, mesh radios, and cellular modems. Use of cellular modems is not recommended for applications requiring continuous video streaming.
- As with all SolsticeCam™ systems, each system is guaranteed to have sufficient power and battery backup to continuously operate 24 hours a day 365 days a year for each customer-specific location.

<http://www.sunsurveillance.com/ptz-series/>

1/15/2013

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After considerable discussion by the commission and Commissioner Kies apprising the commission that he had reviewed the aforesaid request with the Port Attorney at an earlier date, Commissioner Kies made motion seconded by Commissioner Ladner and unanimously carried to approve the aforesaid request.

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There came on for consideration a second request from Captain Jeremy McHugh, as follows:

PORT COMMISSION MINUTES

FEBRUARY 21, 2013



CAPTAIN JEREMY MCHUGH

(228) 697-9002
www.StillWaterFishingMS.com

Still Water Fishing Charters LLC
2531 Broadmoor Place
Gulfport, MS 39501

February 19, 2013

City of Long Beach Port Commission,

I currently have been renting Pier 4, Slip 11, but due to the Hurricane damage to that area and the seawall and parking lot, I have moved to Pier 3, Slip 2. I run a charter fishing service and last season I had difficulty with the limited space I have on the pier. I had a fish cleaning station that attached to the pier and even though it extended out from the walk area, I still did not have an area sufficient for my clients to wait while I cleaned their fish. I would like to extend the pier at my current slip, (plans attached) to have an area to accommodate my fish cleaning station and my clients while they wait.

Captain Ronnie Daniels with Fisher-Man Charters has recently rented slip 1 next to mine because of the plans I have for the possible extension to the pier. This extension will be beneficial to him and his clients as well. We will have a shared fish cleaning station in this extension area.

I think that the plans I have submitted will be an asset to the current pier. As you can see from the plans submitted, it will be done to current pier specification by a licensed contractor. I have spoken in length about this project with the Harbor Master, and he has agreed to oversee the project.

This proposed expansion is in an area of the harbor that is a dead zone, between the current pier and the sea wall in a corner. It will utilize two existing pilings in the area. All the materials used will be up to code and match the existing pier.

I appreciate your consideration on this project as I look forward to a busy fishing season, showing tourist what our beautiful coast and bountiful gulf has to offer.

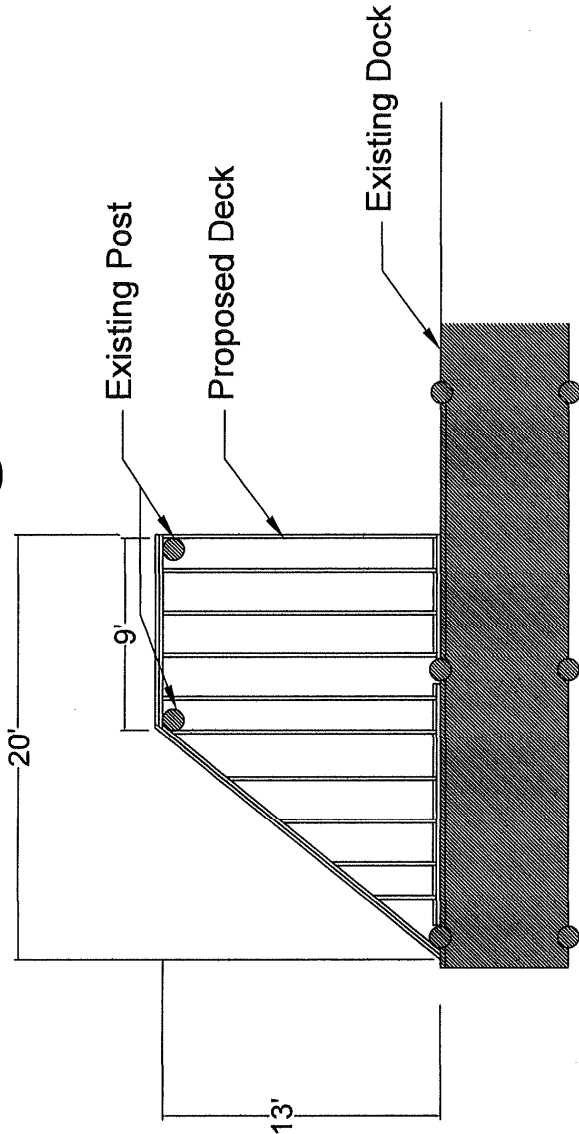
Respectfully,

Captain Jeremy McHugh

"Makes you think all the world's a sunny day,"
Paul Simon

[illegible]

Framing Plan



Notes:

Existing Dock and Piles

Framing will be out of 2"x12" Treated Boards

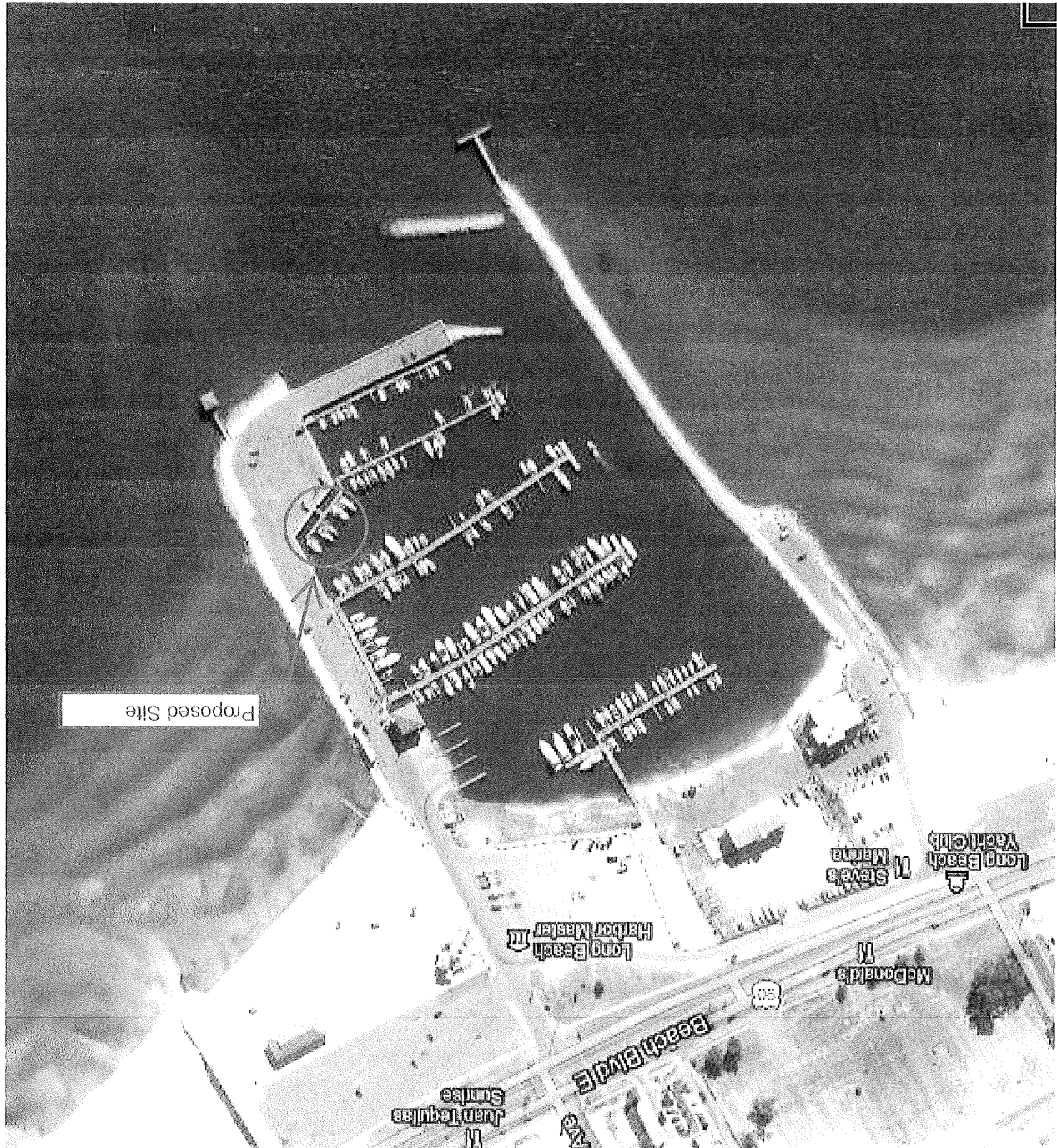
Framing will be attached to piles with (2ea) 1/2" Galvanized Lag Bolts at each connection point.

Stainless Steel Nails will be used to attach Treated 2"x8" deck boards to framing.

Proposed Contractor: R.McHugh Contracting

Licensed & Insured

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**



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After considerable discussion, Commissioner Deschenes made motion seconded by Commissioner Ladner and unanimously carried to approve Captain McHugh's aforesaid request stipulating his plans and specifications are reviewed and approved by the City Engineer.

It was the consensus of the commission to acknowledge receipt of the following letter from Mr. Jimmy Levens, Blue Ridge Properties, LLC, noting the Port Commission has no authority in determining zoning:

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

Blue Ridge Properties, LLC
PO Box 779
Long Beach, MS 39560

February 15, 2013

Phil Kies
President
Long Beach Port Commission
709 Dogwood Drive
Long Beach MS 39560

Hand Delivered to Stacey Dahl

Re: Zoning of Harbor Site Leased to Blue Ridge Properties, LLC

Commissioner Kies:

Blue Ridge Properties, LLC (BRP) is aware that the City of Long Beach is currently considering a new ordinance regarding zoning. As you know, proper zoning is necessary for the city to control development and critical for a developer to understand what is allowed on a particular site. Regarding the harbor site leased to BRP, the Mississippi Gaming Commission regulations require that it be "an integral part of the project". This means that the harbor site must be zoned properly and developed so that it can be an integral part of any future gaming project.

Currently Ordinance No. 537, Section 611, Special Use Districts, allows for a Casino District under sub-section 611.4. It states that "this District is intended to provide for gaming establishments and their associated uses". Within the District various uses are permitted by right such as licensed gaming establishments, marinas, hotels, entertainment centers, restaurants and lounges – all uses BRP is pursuing as part of its gaming project.

As such, BRP requests that the port commission, through its due process, **ensure that our harbor site (Parcel # 0612H-02-001.001) is zoned within the Casino District and by right for a gaming establishment and its associated uses.**

BRP has worked long and hard to find a qualified gaming site developer. Ensuring that our harbor site is zoned properly is critical to our success. We appreciate your consideration and if you have any questions or need additional information, please do not hesitate to contact me at 863-0303.

Regards,


Jimmy Levens
Managing Member

CC: Steve Wilson
Jim Simpson

There came on for consideration a Budget Amendment request from Mr. Bill Angley, Harbormaster. Said request and amendment as follows:

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

City of Long Beach

BOARD OF ALDERMEN

Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

To: Mayor

City of Long Beach Board of Alderman

City of Long Beach Port Commission

From: Long Beach Harbor Master

Subject: Budget Amendment

Respectfully request a budget amendment from Capital to Harbor Maintenance in the amount of 6500.00 dollars to retro payment made to Krol Electric for repairs. Pier 2 alternate project was canceled resulting in payment made from Maintenance budget.

William Angley

Long Beach Harbor Master

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

PORT COMMISSION MINUTES
 FEBRUARY 21, 2013

City of Long Beach
 Budget Amendment Request

Fund Name
 Department #
 Department Name

Port/Harbor
 445
 Harbor Operatoins

Date
 Budget Entry #
 3/5/2013

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Harbor Maintenance 445-611200	5,000		6,500	11,500
Fund Balance (Capital)	171,675	(6,500)		165,175
				-
				-
	176,675	(6,500)	6,500	176,675

**

Commissioner Deschenes made motion seconded by Commissioner Kies and unanimously carried to approve the aforesaid budget amendment.

Commissioner Ehlers made motion seconded by Commissioner Ladner and unanimously carried to approve payment of invoices as submitted on Docket of Claims #HBR020513 and #HBR021913.

Amendment to transfer from the Fund Balance to Harbor Maintenance to cover payments made to Krol Electric.

Amendment # 1

PORT COMMISSION MINUTES FEBRUARY 21, 2013

Commissioner Ehlers made motion seconded by Commissioner Hill and unanimously carried to acknowledge receipt of the January, 2013, Revenue/Expense Report.

The commission recognized Mr. Bill Anglely for the Harbormaster's report, as follows:

Harbor Master Report

February 21, 2012

- Need to change charges in harbor berthing agreement so that they are understood by all examples: Power (electricity), Utilities (water/garbage), and Air Conditioning. (Copy Attached)
- Advertisement has gone out to take applications for new full time guard. Applications are with the Police Dept. for background checks. Testing should be March
- Will be out for surgery at end of this month Assistant Harbor Master will be in charge. Turnover will be tomorrow so that I have 2 days to get things in order.
- Barge for Bay South has been contacted for two weeks now to move out or move to another location so that slip on pier five can be used with no response we are now charging 60 dollars a day plus fees that lease incurred during wait of movement. Furthermore to finish that slip 3 pile caps and a no wake sign still need to be replaced
- No information at this time on Kite festival to happen end of April
- Cell Phones: Phones free can port over harbor number and monthly cost of 150.00 a 90.00 dollar increase from what our bill is now. A budget amendment will have to be made to cover cost or we wait till next year, no activation fees just cost for cases and extra battery for harbor phone
- ATT has offered a quote for phone and internet of 85.00 dollars compared to cable one of 200.00 this includes 2 phone lines with long distance and DSL Internet services.
- Navigation Lights and day marker boards ordered and contract company to install all total cost of 8200.00 charged to Isaac(Bulkheads completed Feb 19)
- Temp bulkheads on east and west side of BIG wall cost of 6000.00 total charged to BIG
- Permission to put Bait shop 4' X 8' sign at the Chamber Property for traffic to view
- Sign at road directing traffic where things in the harbor are was damaged and need to be replaced propose aluminum sign instead of wood planks to keep from high wind damage. Requesting quotes now
- 90% certified CPR
- 80% boaters safety certified
- 75% SOP certified
- 1 Live Aboard
- January 111 of 214 Corrected
- February 113 of 214

**

**

After considerable discussion, the following actions were taken regarding the Harbormaster's report:

**PORT COMMISSION MINUTES
FEBRUARY 21, 2013**

- Commissioner Kies made motion seconded by Commissioner Ehlers and unanimously carried authorizing expenditures of \$8,200 for Hurricane Isaac repairs to contract installation of the navigation lights and day markers.
- Commissioner Deschenes made motion seconded by Commissioner Ladner and unanimously carried authorizing expenditures of \$6,000 from BIG for temporary bulkheads on east and west side of “BIG wall”.

There was no further action required or taken regarding the Harbormaster’s report.

There was no Port Attorney’s report due to his absence.

There being no further business to come before the Port Commission at this time, Commissioner Ehlers made motion seconded by Commissioner Deschenes and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK