

CITY OF PASS CHRISTIAN
SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN
AUGUST 11, 2026, 6:00 P.M.

1. Roll Call

PUBLIC COMMENT

THE MAYOR AND BOARD OF ALDERMEN WILL ALLOW RESIDENTS AN OPPORTUNITY TO SPEAK WITH A THREE-MINUTE TIME LIMIT ON EACH SPEAKER. NO PUBLIC QUESTIONING COMMENTS ARE ALLOWED DURING THE MEETING, UNLESS THE BOARD RECOGNIZES SUCH PERSON.

- Consider adoption of the agenda for Tuesday, July 11, 2026, Special Board of Alderman Meeting

BUDGET WORKSHOP

1. Consider approving the Harbor elevator repair quote from Otis Elevators in the amount of \$30,133.07, which will be paid from the 2025 bond proceeds, as requested by Marian Governor, City Clerk. BW-1
2. Consider conducting Budget Workshop I for FY 2026/2027, as requested by Marian Governor, City Clerk.

8/11/24
BW-1



REPAIR ORDER AGREEMENT

7/31/26

Purchaser:

Pass Christian Harbor Master
115 Market St.
Pass Christian, MS 39571

A1 Pinnacle Elevator Service hereby proposes to furnish and install the following elevator located at 115 Market St. Pass Christian, MS 39571.

- *Remove existing elevator belts on one (1) elevator*
- *Install new elevator belts on one (1) elevator*
- *Remove 4 elevator sheaves*
- *Install 4 new sheaves*
- *Observe normal elevator operation*
- *Release equipment back into service*

CONTRACT CUSTOMER PRICE FOR ALL ABOVE ITEMS: \$67,698.00 (Price quoted is valid for 30 days and is based on work performed during, regular working hours)

Payment Terms:

50% of price quoted is due upon acceptance of this proposal
Remaining balance due upon completion of job.

TERMS AND CONDITIONS

1. A1 Pinnacle Elevator Service retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1-1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs associated with the collection of said amount.
2. Any changes to the building to meet local or state codes are to be made by purchaser. Any changes in the work required due to building conditions discovered in the performance of the work will be paid by Purchaser.
3. No work, service materials or equipment other than as specified hereunder is included or intended.
4. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
5. A1 Pinnacle Elevator Service will not be liable for damages of any kind, in excess of the price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
6. Any cutting or patching will be the responsibility of other and is not included in work quoted.
7. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.

5609 Blessey St. New Orleans, LA 70123
Office: 504-278-1876, Fax: 504-278-1864
Tyson.heinz@A1elevator.net

8. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after the completion of work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Purchaser agrees to defend, indemnify and hold A1 Pinnacle Elevator Service harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of A1 Pinnacle Elevator Services.
10. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that A1 Pinnacle Elevator Services assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of A1 Pinnacle Elevator Services or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement.

This Proposal shall remain in effect for the next (30) days. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances and for reasons beyond our control including the possibility that A1 Pinnacle Elevator may be subjected to increased charges by its suppliers for any of the applicable materials and/or components due to the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities or the possibility that the work described in this Proposal is not completed by December 31, 2027.

Acceptance:

This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by the owner/purchaser and A1 Pinnacle Elevator, only after it has been approved by a manager of A1 Pinnacle Elevator Service LLC.

Purchaser:

Signature: _____

Printed Name: _____

Date: _____

A1 Pinnacle Elevator Service LLC:

Signature: _____

Printed Name: Tyson Heinz

Date: 7/30/26

A1 Pinnacle Elevator Service LLC Approval:

Signature: _____

Printed Name: _____

Date: _____

Otis Service and Repair Order

6/11/2026

CUSTOMER NAME

Pass Christian Harbor Master
115 So. Market
Pass Christian, MS 39571

OTIS ELEVATOR COMPANY

1013 Harimaw Court West, Suite
B,
METAIRIE, LA 70001

OTIS CONTACT

Michael Gauthreaux
Phone:
Email:
Michael.Gauthreaux@otis.com

PROJECT LOCATION

HARBOR MASTER
115 S MARKET ST
PASS CHRISTIAN, MS 39571-4457

PROPOSAL NUMBER

QTE-002465151

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
617102	ONLY ELV

SCOPE OF WORK**ELEVATOR REPAIR -**

Otis will provide parts and labor necessary to replace sheaves and belts that are damaged to salt water & air intrusion. We will adjust for proper operation after repair.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE

\$30,133.07

Thirty thousand one hundred thirty-three and 07/100 dollars

This price is based on a **one hundred** percent **(100%) downpayment** in the amount of \$30,133.07.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

PURCHASE ORDER INFORMATION

We strive to provide the best service to you!

Please be sure to provide your purchase order information to prevent any delays.

Thank you!

Purchase Order Required: Yes ☐ No ☐

Purchase Order Number: _____

Purchase Order Amount: _____

Accounts Payable Contact Name: _____

Accounts Payable Contact Email: _____

Phone number: _____

Accepted in Duplicate

Pass Christian Harbor Master

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Francois Camenzuli

Title: _____

Title: Sr Manager & GM, New Orleans

Email: _____

Email: _____

Company Name: Pass Christian Harbor Master

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.