

Minutes of April 15, 2008
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m. it being the third Tuesday in April, 2008, and the same being the time, date and place fixed by Laws of Mississippi and Ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said Board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Allen D. Holder, Jr., Charles Boggs, Richard Notter, Richard Burton, Joseph McNary, Mark Lishen, Carolyn Anderson, City Clerk Rebecca E. Schruuff and City Attorney Frank R. McCreary, III.

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

Alderman Boggs arrived late, via telephone, and was preliminarily absent the meeting.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to adopt Minute Book 61 as the next consecutive official Minute Book for the Mayor and Board of Aldermen, Long Beach, Mississippi.

No one was present for the Project Citizen presentation.

There were no bids or amendments to the Municipal Docket.

The Mayor opened the floor for public comments and Mori Smith, 605 Savannah Drive, addressed concerns regarding bees.

Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve the recess meeting minutes of the Mayor and Board of Aldermen dated April 2, 2008, as submitted.

Alderman Holder made motion seconded by Alderman Anderson and unanimously carried to approve the April 10, 2008, Planning Commission minutes, as submitted.

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Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve payment of invoices as listed in Docket of Claims number 041508.

* * *

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



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

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

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



April 8, 2008

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

RE: Repairs to Fire Stations 1 & 3

Ladies and Gentlemen:

We are in receipt of the attached invoices from Dunn & Associates for the repairs and retrofits to Fire Stations 1 & 3. They are requesting payment for 20% of their fee for professional services rendered. Based on the preliminary Drawings and Estimates provided by Dunn & Assoc. for meetings between myself, Chief George Bass, and FEMA/MEMA personnel, I have no reservations regarding their request level of completion.

Therefore, should it please the Board, I hereby recommend payment of both invoices for the two separate projects, in the amounts of \$3,990.59 and \$3,363.56, respectively.

Sincerely,

David Ball, P.E.

DB:K308
Enclosure

**Minutes of April 15, 2008
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1981 - 2008 . 27th Anniversary

28 February 2008

A. Garner Russell & Associates, Inc.
520 33rd Street
Gulfport, MS 39507

Attn: Mr. David Ball

Re: City of Long Beach
Repairs and Retrofits to Fire Station 1
645 Klondyke Road
Long Beach, Mississippi

Dear David:

Enclosed please find one original and two copies of our **Invoice Number One (1)** in the amount of **\$3,990.59** for work completed on the above referenced project. Upon your review, and approval, please forward to the City of Long Beach for payment.

If you should have any questions, please contact the undersigned at 228-896-1859, Fax 228-897-2415, or e-mail gdunn@dunnarch.com

Sincerely,
Dunn & Associates, P.A.

A handwritten signature in black ink, appearing to read "Gary L. Dunn", with a long horizontal flourish extending to the right.

Gary L. Dunn, RA, NCARB
President

enclosure

cc: File

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associates

INVOICE FOR SERVICES

DATE: **28-Feb-08**

TO: City of Long Beach
645 North Klondyke Road
Long Beach, Mississippi 39560

FOR: **Repairs and Retrofits to Fire Station 1**
645 Klondyke Road
Long Beach, Mississippi

PROJECT #: 07-108A

INVOICE #: **ONE (1)**

In accordance with our Standard Form of Agreement Between Owner and Architect, there is due at this time, for
Architectural Services and Reimbursable Items, on the above referenced project, for the period ending
27-Feb-08 **\$3,990.59**

THREE THOUSAND NINE HUNDRED NINETY dollars and FIFTY-NINE cents

The above amount becomes due and payable Upon Receipt.

Percentage Fee Computation	42/log C X 1.15	C = Estimated Construction Cost (EOC)	EOC:	\$220,718.40		
SERVICES PHASE	Cost of Constr	% Fee	Phase %	\$ Fee by Phase	% Complete	Amount Earned
Schematic Design	\$220,718.40	9.04%	20%	\$3,990.59	100.00%	\$3,990.59
Design Development	\$220,718.40	9.04%	15%	\$2,992.94	0.00%	\$0.00
Construction Documents	\$220,718.40	9.04%	40%	\$7,981.18	0.00%	\$0.00
Bidding-Negotiation	\$220,718.40	9.04%	5%	\$997.65	0.00%	\$0.00
Construction Phase	\$220,718.40	9.04%	20%	\$3,990.59	0.00%	\$0.00
				\$19,952.94	20.00%	\$3,990.59
ADDITIONAL SERVICES						
No Additional Services this Invoice						\$0.00
REIMBURSABLE EXPENSES						
Printing						\$0.00
Mailing						\$0.00
						\$0.00
Subtotal						\$3,990.59
Less Previous Invoiced Amounts						\$0.00
Amount Due This Invoice						\$3,990.59

Gary L. Dunn RA/NCARB, President
Dunn & Associates, P.A.

450 East Pass Road, Suite 108
Gulfport, MS 39507

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associates

1981 - 2008 . 27th Anniversary

28 February 2008

A. Garner Russell & Associates, Inc.
520 33rd Street
Gulfport, MS 39507

Attn: Mr. David Ball

Re: City of Long Beach
Repairs and Retrofits to Fire Station 3
21066 Johnson Road
Long Beach, Mississippi

Dear David:

Enclosed please find one original and two copies of our **Invoice Number One** (1) in the amount of **\$3,363.56** for work completed on the above referenced project. Upon your review, and approval, please forward to the City of Long Beach for payment.

If you should have any questions, please contact the undersigned at 228-896-1859, Fax 228-897-2415, or e-mail gdunn@dunnarch.com

Sincerely,
Dunn & Associates, P.A.

A handwritten signature in black ink, appearing to read 'Gary L. Dunn', with a long horizontal flourish extending to the right.

Gary L. Dunn, RA, NCARB
President

enclosure

cc: File

Architecture • Planning • Project Management
450 East Pass Road, Suite 108 Gulfport, Mississippi 39507 228-896-1859 Fax 228-897-2415

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Mayor and Board of Aldermen**



INVOICE FOR SERVICES

DATE: **28-Feb-08**

TO: City of Long Beach
645 North Klondyke Road
Long Beach, Mississippi 39560

FOR: **Repairs and Retrofit to Fire Station 3**
21066 Johnson Road
Long Beach, Mississippi 39560

PROJECT #: 07-108B

INVOICE #: **ONE (1)**

In accordance with our Standard Form of Agreement Between Owner and Architect, there is due at this time, for
Architectural Services and Reimbursable Items, on the above referenced project, for the period ending
27-Feb-08 **\$3,363.56**

THREE THOUSAND THREE HUNDRED SIXTY-THREE dollars and FIFTY-SIX cents

The above amount becomes due and payable Upon Receipt.

<u>Percentage Fee Computation</u>	42/log C x 1.15	C = Estimated Construction Cost (EOC)				EOC: \$101,506.29
SERVICES PHASE	Cost of Constr	% Fee	Phase %	\$ Fee by Phase	% Complete	Amount Earned
Schematic Design / V and V)	\$101,506.29	9.65%	20%	\$1,958.56	100.00%	\$1,958.56
Design Development	\$101,506.29	9.65%	15%	\$1,468.92	0.00%	\$0.00
Construction Documents	\$101,506.29	9.65%	40%	\$3,917.12	0.00%	\$0.00
Bidding-Negotiation	\$101,506.29	9.65%	5%	\$489.64	0.00%	\$0.00
Construction Phase	\$101,506.29	9.65%	20%	\$1,958.56	0.00%	\$0.00
				\$9,792.79	20.00%	\$1,958.56
ADDITIONAL SERVICES						
Field Measure Fire Station No. 3	\$1,405.00					\$1,405.00
REIMBURSABLE EXPENSES						
Printing						\$0.00
Mailing						\$0.00
						\$1,405.00
						Subtotal \$3,363.56
						Less Previous Invoiced Amounts \$0.00
						Amount Due This Invoice \$3,363.56

Gary L. Dunn RA/NCARB, President
Dunn & Associates, P.A.

450 East Pass Road, Suite 108
Gulfport, MS 39507

Based upon the recommendation of Mr. Ball, Alderman Notter made motion seconded by Alderman McNary and unanimously carried to approve payment of invoices, Dunn & Associates, as set forth above.

Based upon the recommendation of Deputy Fire Chief Mike Brown and certification by the Civil Service Commission, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve Fire Department personnel matters, as follows:

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Step Increase, Firefighter Johnny Byrd, PS-9-III, effective May 16, 2008.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to extend the Proclamation of Civil Emergency – Hurricane Katrina, to protect and preserve the public health and safety of the community.

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve Police Department personnel matters, as follows:

- Extend probationary period, Sergeant Stephen Johnson, to June 20, 2008;
- Resignation, Patrol Officer Kevin Farmer, effective April 30, 2008;
- Resignation, Patrol Officer Benjamin Dedwylder, effective April 30, 2008;
- Retirement, Records Clerk Linda Shiyou, effective April 30, 2008;
- Hire, Executive Secretary Susan M. Bowes, CSA-5-Basic, effective April 16, 2008;
- Hire Records Clerk Stephanie Fontenot, CSA-3-Basic, effective April 16, 2008.

Alderman Boggs arrived via telephone.

The extended warranty/preventative maintenance agreement, Police Department generator, was taken under advisement for further consideration later during the course of this meeting.

There came on for consideration drainage solutions on Gandy Circle and drainage improvement documents submitted by City Engineer David Ball.

After considerable discussion, Alderman McNary made motion seconded by Alderman Holder and unanimously carried authorizing the Mayor to contact Harrison County Supervisor Marlin Ladner for assistance with materials, and to proceed with the drainage project on Gandy Circle, utilizing Utility Partners LLC labor force, once funding in the amount of approximately \$16,000.00 for materials is secured.

Alderman McNary made motion seconded by Alderman Burton and unanimously carried directing Building Official Earl Levens to mail letters to property

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owners notifying them to remove abandoned sign poles remaining on their property, all in accordance with Ordinance #533, "The Long Beach Sign Ordinance".

Alderman McNary made motion seconded by Alderman Notter and unanimously carried to reappoint Isaiah Edwards, April, 2008-April, 2013; and to appoint Mike Wren, April, 2008-April, 2009 (unexpired term of Ken Collins, deceased), to the Long Beach Housing Authority.

There came on for consideration the matter of establishing an ordinance setting forth procedures for beekeeping within the city limits of Long Beach.

After considerable debate and discussion, Alderman Holder made motion seconded by Alderman Anderson and unanimously carried to table the beekeeping ordinance.

There came on for consideration the matter of appointing two (2) members to the Long Beach Port Commission.

Upon discussion, Alderman Anderson, Ward 6, tabled her appointment for further deliberation.

Alderman Burton made motion seconded by Alderman Lishen and unanimously carried to appoint Kaye Hite-Couvillon to the Long Beach Port Commission, May/2008-May/2013, as the representative for Ward 3.

There came on for consideration the promotion of a "Farmers' Market" in Long Beach and discussion was held regarding several locations.

After considerable discussion, it was determined that Alderman Burton would continue to pursue this project for further consideration at a later date.

Alderman Holder and Alderman Notter left the public meeting.

There came on for consideration the Water Service Contract by and between the Harrison County Utility Authority and the City of Long Beach.

The City Attorney answered questions and provided additional information and the Mayor recognized Attorney Leonard Blackwell, representing the Harrison County Utility Authority, who also provided additional information.

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After considerable discussion and debate, action was taken, as follows:

A RESOLUTION DECLARING THE INTENT OF THE
CITY OF LONG BEACH, MISSISSIPPI
TO ENTER INTO A WATER SERVICE CONTRACT
WITH THE HARRISON COUNTY UTILITY AUTHORITY
TO PROVIDE FOR COLLECTION, TREATMENT, STORAGE, TRANSMISSION
AND DISTRIBUTION OF POTABLE WATER
SO AS TO ENSURE AN ADEQUATE SUPPLY OF WATER
TO ITS RESIDENTS

WHEREAS, the Harrison County Utility Authority ("Authority") was created by act of the Mississippi Legislature, in the Mississippi Gulf Coast Region Utility Act (Section 49-17-701, et.seq., Mississippi Code of 1972) and authorized to plan, acquire, construct, maintain, operate and coordinate water supply systems in order to ensure the delivery of water services to citizens within Harrison County, Mississippi; and

WHEREAS, the Authority has received a Gulf Region Disaster Recovery Grant which will fund water supply systems and improvements needed to provide adequate potable water for the needs of the City and other water service providers in the area; and

WHEREAS, the City of Long Beach is in need or may become in need of additional water service capacity and desires to have the right to connect its water facilities with the potable water system of the Authority; and

WHEREAS, it is necessary and desirable to the receipt of grant funds and the provision of other funding by the Authority for the City of Long Beach to enter into said water service contract; and

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, having made due investigation, finds, determines and declares that it is in the public interest that the City of Long Beach enter into the water service contract presented to this meeting;

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

Section 1. That the Board of Aldermen of the City of Long Beach, Mississippi hereby authorizes the Mayor of the City of Long Beach to enter into a water service contract with the Harrison County Utility Authority under which the Authority will, as it has been authorized to do, plan, acquire, construct, maintain, operate and coordinate water supply systems in order to ensure the delivery of water services to citizens within the boundaries of Harrison County, Mississippi, as the City of Long Beach is or may become in need of additional water service capacity and desires to have the right to connect its water facilities with the Authority's potable water system and to receive water from such system and the Authority has received a Gulf Region Disaster Recovery Grant which will fund water supply systems and improvements needed to provide adequate potable water for the needs of the City of Long Beach and other water service providers in Harrison County, Mississippi, which grant can only be used for water supply systems in Harrison County if all member agencies of the Authority enter

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into water service contracts;

Section 2. That the Mayor's authorization to enter into said water service contract is conditioned upon the entry by each member agency comprising the Harrison County Utility Authority, being the cities of Gulfport, Biloxi, Long Beach, Pass Christian and D'Iberville and Harrison County, into such water service contract in form and substance substantially identical to the water service contract described above so that the effective date of such contract shall be the date upon which each and every member agency of the Harrison County Utility Authority shall have executed, entered into, and delivered to the Authority its water service contract in form and substance substantially identical to the attached service contract.

Section 3. That, upon discussion, it is hereby determined that it is in the best interests of the City of Long Beach, Mississippi to enter into said water service contract with the Harrison County Utility Authority in order to enable the receipt of grant funds that will ensure the delivery of potable water services to its citizens.

Section 4. The above resolution, having been introduced by Alderman Carolyn Anderson and seconded by Alderman Joseph McNary, the following roll call was taken:

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

Alderman Richard Notter	voted	Absent, Not Voting
Alderman Richard Burton	voted	Aye
Alderman Charles Boggs	voted	Aye
Alderman Carolyn Anderson	voted	Aye
Alderman Allen D. Holder, Jr.	voted	Absent, Not Voting
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Aye

The motion, having received the above vote of the Board of Aldermen of the City of Long Beach, Mississippi, the Mayor declared the motion carried and adopted on the 15th day of April, 2008.

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

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WATER SERVICE CONTRACT

Between

HARRISON COUNTY UTILITY AUTHORITY

and

LONG BEACH, MISSISSIPPI

THIS CONTRACT is made and entered into by and between HARRISON COUNTY UTILITY AUTHORITY (hereinafter called "Authority"), a public body corporate and politic created and existing under and by virtue of the Mississippi Gulf Coast Region Utility Act (hereinafter called "Act") and the City of LONG BEACH, MISSISSIPPI (hereinafter called "Public Agency"), a public body duly created, organized and existing under and by virtue of the laws of the State of Mississippi:

WHEREAS, the Act establishes the Authority and authorizes and empowers it to plan, apply for and receive grants and loans for and otherwise finance, acquire, construct, maintain, operate and coordinate water supply systems in order to ensure the delivery of water services to citizens residing within the boundaries of Harrison County, Mississippi; and

WHEREAS, the Authority is currently planning and developing the acquisition and construction of, and otherwise providing for, necessary assets, including wells, tanks, reservoirs and water lines, for collection, treatment, storage, transmission and distribution of water; and

WHEREAS, the Authority has received a Gulf Region Disaster Recovery Grant and has been authorized and empowered to otherwise provide financing which will fund water supply systems and improvements needed to provide adequate potable water for the needs of the Public Agency and other water service providers in the area; and

WHEREAS, the Public Agency is or may become in need of additional water service capacity and desires to be able to connect to the potable water system of the Authority with the Public Agency's water facilities; and

WHEREAS, the Authority and Public Agency wish to contract with each other for the collection, treatment, storage, transmission and distribution of potable water;

NOW, THEREFORE, in consideration of the mutual promises herein contained and subject to the provision of the Act, as well as to the terms of any and all grant or loan agreements, the Authority and Public Agency enter into this contract for the supply of water to and on behalf of the Public Agency upon the following terms and conditions:

ARTICLE I

DEFINITIONS

"Act" means the Mississippi Gulf Region Utility Act set forth at Section 49-17-701 et seq., Mississippi Code of 1972.

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“Annual Use Costs” of the System means the costs of annual use (wear and tear) of the System assets based on the original value and the useful life of the assets. This component is determined by dividing the System depreciation expense (as a measure of wear and tear) by the total gallons of water supplied by the System.

“Authority” means the Harrison County Utility Authority, which is a public body corporate and politic constituting a political subdivision of the State of Mississippi and created by the Mississippi Legislature pursuant to Section 49-17-727, Mississippi Code of 1972. The Authority is composed of the geographic area of Harrison County, Mississippi as defined in Section 19-1-47, Mississippi Code of 1972.

“Authority’s System” - see “System.”

“Authority’s Metering Station” means any flow meter or metering station placed at a point of supply owned by the Authority for the purpose of measuring volume of water.

“Authority’s Rules and Regulations” means any rules, regulations or ordinances adopted by the Authority, pursuant to the Act, setting forth the standards and requirements for the design, planning, construction, financing, operation and maintenance of water systems within the jurisdiction of the Authority.

“Bond Resolution” means any, and, collectively, all bond resolutions, trust indentures and/or other instruments governing any of the terms of any debt obligations, as the same may be amended from time to time.

“Bonds” means any evidence of indebtedness (including any and all bonds, notes and other debt obligations).

“Debt service” means, with respect to any period of time, the aggregate of the amounts required by a bond resolution or other documentation or instrument creating any type of debt obligation to be paid or deposited during said period into any fund or account created by such bond resolution or other documentation or instrument creating any type of debt obligation for the purpose of paying the principal (including sinking fund installments), premium, if any, and interest on all of the bonds or other debt obligations from time to time outstanding as the same shall become due and to fund reserves for debt service and other debt obligations with respect to any resolution, trust indenture or other security agreement related to said bonds; provided, however, that debt service shall not include any amount payable as principal or interest solely as a result of acceleration of maturity of the bonds or other debt obligations.

“Effective date” means the date upon which all of the Mississippi cities of Gulfport, Biloxi, Long Beach, Pass Christian and D’Iberville and the County of Harrison shall have entered into contracts with the Authority similar to this one.

“EPA” means the United States Environmental Protection Agency.

“Fiscal year” means the then current annual accounting period of the Authority for its general accounting purposes.

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“Grant Agreement” means the agreement and any and all other related documentation, rules, regulations and terms pursuant to which the Authority receives grant funds from any governmental agency.

“Loan Agreement” means the agreement and any and all other related documentation, rules, regulations and terms pursuant to which the Authority receives loan proceeds from any person.

“MDEQ” means the Mississippi Department of Environmental Quality.

“Month” means a calendar month.

“Operation and Maintenance Expenses” (“O & M”) means for each fiscal year the current expenses paid or accrued from the effective date, which shall include, without limitation, the following: operation, maintenance and ordinary current repairs of the System; insurance premiums; administrative expenses and general overhead expenses including any costs or expenses relating to claims or judgments required to be paid by the Authority arising out of construction or acquisition of the System; salaries; power; fuel; chemicals; water testing; to fulfill the requirements of any rate covenants with respect to any bonds of the Authority, to pay principal and interest on bonds, or to fulfill any other requirement relating to bonds issued by the Authority; an allowance for working capital requirements of the Authority in such amounts as shall be deemed reasonably necessary by the Authority; planning and development costs including engineering fees, contractors’ fees, legal fees, costs of obtaining regulatory or government permits, licenses and approvals, costs of real property, labor, materials, equipment, supplies, training and testing costs, financing costs, general costs, and any amount which the Authority may be required to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, betterments and modifications which are necessary to keep the System in good operating condition or to prevent a loss of revenue therefrom or necessary to provide for retirement or termination of the System, as well as any other reasonable and necessary expenses, but in each case only to the extent that either funds for such payments are not available to the Authority from any funds or accounts established under a bond resolution for such purpose or funds for such payment are not otherwise provided by the issuance of bonds. These expenditures shall include a reserve account in an amount deemed appropriate by the Authority to maintain a sufficient water supply in the event of a catastrophe or other extraordinary condition requiring emergency expenditures. All of the foregoing relate to the operation and maintenance of the System, in accordance with sound accounting practices and for the delivery of good potable water.

“Person” means a natural person, public agency, state or other agency or institution thereof, any municipality, political subdivision, cooperative or public or private corporation, partnership, association or other entity of any nature organized and existing under the law of any state or of the United States or any instrumentality thereof, and includes any officer or governing or managing body of any municipality, political subdivision or public or private corporation.

“Point of Supply” means the physical connection between the Authority’s water System and the Public Agency’s water facilities.

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“Project” means the construction, development or acquisition by the Authority of any infrastructure for potable water and includes upgrading or repair of existing systems.

“Public Agency” means (except when referring to the Public Agency which is a party to this contract) any incorporated city or town, county, political subdivision, governmental unit, public corporation or governmental agency created under the laws of the State of Mississippi lying within the geographical limits of Harrison County having the power to own and operate water supply facilities and which has entered into a contract with the Authority substantially similar to this one.

“Public Agency’s Water Facilities” means facilities of the Public Agency used for collection, transmission and distribution of water to its retail customers, as well as any improvements or expansions made thereto.

“Service Area” means the area to which the Public Agency provides water service, including its corporate limits presently existing or as they may in the future be modified and any area outside the corporate limits which is serviced by the Public Agency, if any, as it currently exists or may be expanded from time to time.

“State” means the state of Mississippi.

“State Board of Health” means the state department having general supervision of the health interests of the people of the state of Mississippi.

“System” or “Water Supply System” means any plants, structures, facilities and other real and personal property of the Authority used or useful in generation, storage, transportation or supply of water, including, but not limited to, wells, tanks, reservoirs, lakes, streams, ponds, pipes, mains, conduits, pipelines, pumps or pumping stations, plants and works, connections and any other real and personal property and rights therein necessary, useful or convenient for the purposes of the Authority.

“Retail sales” means the provision of utility service directly to the consumer based on a metered or flat rate.

“Water” means potable water, service water and groundwater.

“Water facilities” means facilities of the Public Agency used for collection, transmission and/or distribution of potable water.

“Wholesale Water Rate” means the rate established from time to time by the Authority for potable water provided to the Public Agency. This rate shall include O & M expenses and Annual Use Costs as defined herein.

ARTICLE II

PURPOSE OF CONTRACT

The Mississippi Legislature declared in the Act that there exists a need for consolidation of water supply services in order to reduce costs, promote resilience in

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the event of a disaster, improve the quality of the natural environment and improve the planning and delivery of quality water services. It further determined the need for planning, acquisition, construction, maintenance, operation and coordination of water supply services in order to ensure delivery of water services to citizens of the Mississippi Gulf Coast.

In order to facilitate these purposes, the Act created, inter alia, the Harrison County Utility Authority, which is vested with the powers to effect these purposes within the boundaries of Harrison County.

The Public Agency desires to avail itself of the benefits of access to the Authority's System for the provision of water supply services to its residents, as well as the ability to take advantage of potential increased efficiency and cost reductions due to economies of scale, as well as opportunities for joint planning for avoidance of supply interruption in future emergency situations by coordinating with other Public Agencies and the Authority.

ARTICLE III

WATER SERVICES AND SUPPLY

It is hereby agreed, in accordance with the terms of the Act and of this contract, as follows:

3.1 The Authority is planning, financing, applying for and receiving grants and loans for, and financing by other available means, developing, constructing and otherwise acquiring water supply systems and system improvements ("System") which it will be operating and maintaining in accordance with the Act for the provision of potable water to and on behalf of the Public Agencies within Harrison County, Mississippi. The Public Agency shall cooperate with the Authority as necessary and desirable to enable the Authority to exercise, by and through the Public Agency, the right of immediate possession (pursuant to Section 11-27-81, et seq., Mississippi Code of 1972) as to any property (exclusive of public improvements thereon) necessary or desirable to be acquired by the Authority as part of any project to develop, construct or otherwise acquire any water supply system or improvements or any part thereof.

3.2 Subject to capacity limits of the System and pursuant to terms of this contract and the rules and regulations of the Authority, the Public Agency shall have the right to have provided on its behalf and to receive, and the Authority shall have the obligation to provide or have provided, potable water as soon as practicable after completion of construction and acquisition of the Water Supply System and improvements.

3.3 The Authority and Public Agency agree to take all such actions as are required as soon as practicable to permit the Public Agency to have provided on its behalf and to receive water, to the extent required by the Public Agency, in accordance with the terms of this contract. Upon notice from the Authority and in accordance with the rules and regulations of the Authority, the Public Agency will, to the extent it requires water from the Authority's System, at its own expense, construct, install and operate any and all improvements to its water facilities necessary to cause the same to connect to and receive water from the Authority's System at the point of supply designated by the Authority. Each such connection shall be operated and maintained

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by the Authority as a part of its System. After such connection the Public Agency shall keep its water facilities connected with the Authority's System unless a written agreement is entered into between the Authority and the Public Agency to the contrary.

3.4 The Public Agency shall have the right to have provided on its behalf and to receive water from the System, pursuant to the terms of this contract and the rules and regulations of the Authority, at the Wholesale Water Rate as determined by the Authority pursuant to its water rate ordinance. The unit of measurement for water delivered shall be 1,000 gallons per day, U.S. Standard Liquid Measure, or such other lawful unit as the parties may determine to be appropriate and applicable. All volumes of water supplied shall be subject to the quantity and quality standards established by the State Board of Health, EPA and the Authority. This rate shall be reviewed no less often than annually by the Authority and may be modified from time to time upon thirty (30) days notice to the Public Agency by the Authority..

3.5 The Public Agency shall also be obligated to the Authority for its pro-rata share of the Debt Service of the System as determined by the Authority and billed to the Public Agency on a regular basis. The pro-rata share shall be based on the Public Agency's proportionate use of the Authority's System

3.6 All calculations of costs for these purposes shall be made in accordance with generally accepted accounting principles and without regard to any federal or state grants or other forms of federal or state funding (other than any loans to the Authority).

3.7 Upon and after the effective date of this contract, the Authority shall continue and proceed with the construction and other acquisition of water supply systems and improvements and shall have full discretion in determining the nature, size, capacity, route, location and time of construction of all components of the System. Additionally, but subject to the terms of this contract, the Authority may from time to time acquire, construct or make such renewals, replacements, repairs, modifications, improvements, additions and extensions to the System as the Authority deems appropriate.

3.8 The Authority shall not be liable for damages or breach of contract in the event the acquisition or construction of the System shall be delayed or not completed for circumstances reasonably beyond the control of the Authority such as (without limiting the generality of the foregoing) acts of God, strikes, labor disputes, accidents, laws of the State or of the United States, regulations or orders of governmental agencies, judicial decrees, inability to obtain or install equipment, inability to provide necessary financing, inability to secure labor, inclement weather, acts or neglect of the Public Agency or its agents or employees. Notwithstanding the foregoing, the Public Agency shall remain at all times liable for the payments pursuant to this contract for O & M Expenses, Annual Use Costs and Debt Service whether or not the acquisition or construction of the System is completed.

3.9 The Authority will use its best efforts to issue its bonds at such times and in such amounts as the Authority shall deem necessary or advantageous, together with any other funds available to the Authority therefor, to finance and/or refinance any of (a) the costs of acquiring and constructing the System; (b) the acquiring, constructing or making any renewals, replacements, repairs or modifications of the System deemed advantageous by the Authority; (c) the costs of acquiring, constructing or making any improvements, additions, extensions or betterments to the System deemed

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advantageous by the Authority; and (d) any other costs incurred by the Authority in connection with, or in furtherance of the System including, without limitation, amounts relating to the System which the Authority is required to pay to any person by reason of any judgment or order of any court, commission, bureau, board or regulatory authority of competent jurisdiction. Such costs shall include, without limitation, the payment of interest on the bonds for any period specified in the bond resolution, the establishment of reserves to secure the bonds and to protect the integrity of the System, working capital, expenses incident to the issuance of the bonds and to the implementation of the System, all deposits required by any bond resolution to be made from the proceeds of bonds into any fund or account established under the bond resolution and all other expenditures incident or convenient to the acquisition or construction of the System and the acquisition, construction or making of renewals, replacements, repairs, modifications, improvements, additions, extensions and betterments thereto. The Authority may issue refunding bonds at such time prior to the maturity of the bonds to be refunded as the Authority shall determine and the Authority may issue such refunding bonds in such amounts and use the proceeds thereof to make such payments as the Authority may be allowed by law.

Any bonds or other evidences of debt of the Public Agency secured in any way by its water facilities or revenues therefrom shall be refinanced to the extent such revenues or facilities are used in order to facilitate the issuance of any bonds of the Authority deemed necessary or desirable.

3.10 The Public Agency agrees through its own rules, regulations or ordinances to establish and enforce standards for water supplied by or into the System meeting the standards, rules and regulations of the State Board of Health, EPA and the Authority.

3.11 Title to all water passing through the points of supply designated by the Authority for the Public Agency shall at that point vest in the Public Agency and from such point, all liability for the further transportation, delivery, reception, treatment and disposal of such water shall pass to the Public Agency.

3.12 Notwithstanding any other provisions of this contract, in addition to the amounts otherwise required to be paid hereunder, the Public Agency shall immediately reimburse the Authority for any monetary penalties imposed on the Authority by any agency or instrumentality of the State or the United States for conditions existing within or arising from the service area of the Public Agency due to any action or failure to take action on the part of the Public Agency or its representatives.

3.13 The Authority will deliver water to the points of supply which it designates for the Public Agency and/or to such other additional location or locations as may be mutually agreed by the parties.

3.14 The Authority shall not be liable for damages or breach of contract when and to the extent that availability, use or service of the System is interrupted, curtailed, reduced, suspended or interfered with or the performance of any other obligation hereunder is prevented by circumstances reasonably beyond the control of the Authority, such as (without limiting the generality of the foregoing) acts of God, strikes, labor disputes, accidents, laws of the State or of the United States, regulations or orders of governmental agencies, judicial decrees, inability to obtain or install equipment, inability to provide necessary financing, inability to secure labor, inclement weather or

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acts of neglect of the Public Agency or its agents or employees. Notwithstanding the foregoing, the Public Agency shall remain liable at all times for the payments established for O & M Expenses, Annual Use Costs and Debt Service pursuant to this contract whether or not the System is operable or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the availability, use or services of the System.

3.15 The Authority will furnish water hereunder to the Public Agency continuously so far as reasonable diligence will permit but the Authority may interrupt, curtail or otherwise interfere with such services to the Public Agency in the course of installation, operation or maintenance of any component of the System or for the purpose of safeguarding life or property and in such event the Authority shall not be liable for damages or breach of contract.

3.16 The Authority shall furnish, install, operate and maintain the Authority's metering stations at the points of supply and the necessary equipment and devices of standard type for measuring all water to be supplied under this contract. The Authority's metering stations and other measuring equipment shall remain the property of the Authority.

3.17 The Public Agency shall have access to the Authority's metering stations at reasonable times upon reasonable notice for inspection and examination but the reading, calibration and adjustment thereof shall be done only by employees or agents of the Authority. Metering will be performed so as to charge the Public Agency only for the water which it receives from the Authority's System. All readings of meters will be entered upon proper books of record maintained by the Authority. Upon written request, the Public Agency may have access to said record books during reasonable business hours. The Public Agency shall have the right to audit the Authority's books once per fiscal year.

3.18 The Public Agency shall allow the Authority access, at reasonable times and upon reasonable notice to inspect and test water facilities within the Public Agency's service area.

3.19 The Public Agency shall allow the Authority to have the use for any purpose related to this contract, at no cost to the Authority, of any streets, alleys and public ways and places within the jurisdiction of the Public Agency during the term of this contract.

3.20 It is understood and agreed that the Authority's storage tanks to be constructed as part of its System may be constructed at an elevation higher than that of the Public Agency's tanks, which may require the installation of an altitude valve or other device on the Public Agency's tanks for proper operation in the supplying of water to the Public Agency. Should this be necessary, such device shall be purchased and installed at the Authority's expense as part of the construction and installation of its System. In the event that other pressure regulating devices may be required at the location of connection between the two systems in lieu of devices at the Public Agency's tanks, such devices shall be installed as a part of the Authority's metering stations. The Public Agency agrees that the Authority and/or its contractor shall have access to the Public Agency's tanks for this installation. The device and any related equipment shall remain the property of the Authority unless and until both parties should hereafter agree that it would be in the best interest of both parties for such equipment to be

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transferred to the Public Agency. The Authority and/or its contractors, agents and/or representatives shall have full access to this equipment at all times.

ARTICLE IV

PUBLIC AGENCY'S WATER FACILITIES

Should the Public Agency determine that it desires to be relieved of the responsibility and potential liability of operating its water facilities and to take advantage of the economies of scale and resultant cost reductions of having the Authority manage the Public Agency's water facilities, it has the following options, subject to the approval of the Authority:

(A) Pursuant to the terms of the Act, the Public Agency has the option to enter into a contract with the Authority under the terms of which the Authority will manage, operate and contract for usage of the Public Agency's water facilities.

(B) Pursuant to the terms of the Act, the Public Agency has the option to enter into an operating agreement for operation of any of its water facilities (including but not limited to individual wells) by the Authority or by any person contracting with the Authority to operate such facilities..

(C) Pursuant to the terms of the Act, the Public Agency has the option to sell, donate, convey or otherwise dispose of its water facilities, as well as any equipment, personal property or any other things deemed necessary for the construction, operation and maintenance to the Authority without the necessity of appraisal, advertising or bidding.

(D) Pursuant to the terms of the Act, the Public Agency has the option to lease any of its facilities to or from the Authority for such term and upon such conditions as may be agreed upon by the parties.

(E) Pursuant to the terms of the Act, the Public Agency may request the Authority to own and operate any of its water facilities within the legal geographical boundaries of the Public Agency.

ARTICLE V

TERM

This contract shall terminate upon the later of: (a) a term of fifty (50) years from the effective date hereof, (b) the termination of any and all operating agreements or leases pertaining to any water facilities of the Public Agency pursuant to the terms of this contract, (c) the date upon which no bonds or other debt obligations issued by the Authority remain outstanding in any amount or (d) the date as of which any and all grant or loan requirements or conditions no longer bind the Authority or the Public Agency, as such requirements and conditions may pertain to any grant or loan made to the Authority or the Public Agency by any person.

ARTICLE VI

PAYMENTS

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6.1 From and after the date of commencement of delivery of metered water to the Public Agency's points of supply, the Public Agency shall pay the Authority monthly for metered water according to the Wholesale Water Rate Schedule, which rate shall include O & M Expenses and Annual Use Costs as defined herein. This rate, as well as the computations of O & M Expenses, Annual Use Costs and Debt Service, shall be based on budgeted usage as estimated by the Authority of the volume of water to be provided to the Public Agency by the Authority. At the end of each fiscal year the Authority shall compare its estimate for such year with the amount of water actually provided to the Public Agency, based on the Authority's metering at each point of supply. If the estimate exceeds the actual amount provided, the Authority shall credit to the Public Agency, in equal amounts in each of the twelve (12) months of the next succeeding fiscal year, the amount overpaid by the Public Agency. If the actual amount of water provided exceeded the Authority's estimate, the Authority shall so notify the Public Agency and the Public Agency shall pay such amount due and owing therefor in equal amounts in each of the twelve (12) months of the succeeding fiscal year. For purposes of calculating these amounts, the costs and expenses for all water supply systems of the Authority shall be combined to create a uniform cost which shall be included in the calculation of the Wholesale Water Rate. As to the distribution systems of the Authority, each Public Agency shall pay the costs and expenses allocable to the facilities which provide water within its service area; if more than one Public Agency uses such facilities, then the costs and expenses shall be allocated proportionately according to volume usage based on the Authority's metering stations. Payments shall be made within thirty (30) days of invoicing by the Authority.

6.2 From and after the effective date of this contract, the Public Agency shall pay monthly its pro-rata share of Debt Service, if any, of the System to the Authority pursuant to the billing therefor by the Authority. Payments shall be made within thirty (30) days of invoicing by the Authority.

6.3 At such intervals as the Authority may deem appropriate, but in any event not less frequently than once each fiscal year, the Authority shall review and, if necessary, revise the Wholesale Water Rate, as well as the calculations of Debt Service to insure that such rate and other charges continue to cover the Authority's estimate of its revenue requirements necessary to fund the System. The Public Agency shall be given thirty (30) days notice of any adjustments of the water rate or other charges.

6.4 The Public Agency and the Authority hereby agree that the methodology for the establishment of rates and other charges pursuant to this contract is based on the actual costs of the System and related expenses, whether direct or imputed.

6.5 If any amount due by the Public Agency to the Authority pursuant to this contract shall remain unpaid fifteen (15) days after its due date, the Public Agency shall be charged with, and shall pay to the Authority, interest on the amount unpaid from its due date until paid at the rate or rates established from time to time by the Authority, not to exceed one percent (1%). If any such amount due by the Public Agency shall remain unpaid sixty (60) days after its due date, the Authority shall have the right, upon five (5) days notice, to discontinue supplying the Public Agency's water and to refuse to resume for so long as any unpaid balance remains. Such discontinuance of service by the Authority shall not relieve the Public Agency of its obligation to pay its pro-rata share of O & M Expenses, Annual Use Costs and Debt Service.

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6.6 The Public Agency hereby pledges its full faith and credit as a governmental agency and political subdivision of the State secured by its taxing authority and non-tax revenues to the extent necessary, and to the extent authorized by law, for payment of any and all amounts owed by the Public Agency to the Authority pursuant to this contract. This pledge constitutes an enforceable obligation against the Public Agency to the full extent of any and all amounts owing or to become due to the Authority pursuant to the terms of this contract.

6.7 The Public Agency's obligation hereunder to pay to the Authority the amounts required pursuant hereto when due shall be joint and several with the obligations of all other Public Agencies similarly contracting with the Authority to pay their respective amounts when due; and whenever any Public Agency shall default in the payment to the Authority of any of the amounts required under a contract similar to this one, the Authority shall adjust the amounts due (taking into consideration the remaining Public Agencies who are similarly contracting with the Authority and who are not in default) so as to increase the amounts due by the other Public Agencies by a proportional amount. In the case of any such default, the Authority shall continue to pursue all reasonable measures to collect the debt owed it by any defaulting Public Agency and if any such amount is collected, it shall be credited pro-rata to the accounts of the non-defaulting Public Agencies.

6.8 The Public Agency is unconditionally obligated to pay to the Authority its pro-rata share of the O & M Expenses, Annual Use Costs and Debt Service when due whether or not use or services of any part or all of the System are rendered by the Authority and whether or not any part or all of the System is completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the use of services of the System.

6.9 Amounts payable by the Public Agency hereunder will be payable from (a) the current revenues of the Public Agency derived from imposition of water charges and other revenues from operation of the existing water facilities of the Public Agency as they may be enlarged from time to time, (b) contributions or advances from general or surplus funds or other legal sources, (c) avails of any special assessments made by the Public Agency against property receiving benefits, (d) any other monies legally available therefor or (e) a combination of the foregoing. To the extent amounts payable by the Public Agency hereunder are payable wholly or in part from the revenues and other monies derived by the Public Agency from the operation of its water facilities, or any part thereof, such obligation shall be treated as expenses of operating its water facilities and shall not be included within the indebtedness limitation of the Public Agency for the purposes of any constitutional or statutory limitation or provision.

6.10 The Public Agency shall establish and maintain and from time to time adjust the rate or fees charged for the services provided to the public of its water facilities so that the revenues therefrom, together with any taxes and special assessments levied in support thereof, will be sufficient at all times to pay: (a) the expense of operating and maintaining such facilities, (b) all of the Public Agency's obligations to the Authority pursuant to this contract; and (c) all of the Public Agency's obligations under and in connection with bonds issued or which may be issued and secured by the revenues of such facilities. The Public Agency shall avail itself of the services of consulting engineers and financial experts to advise it as to whether, when and to what extent such rates and fees are to be adjusted. The Public Agency shall adopt a budget prior to the

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beginning of each of its fiscal years regarding the amounts to be due for the upcoming year pursuant to this contract and the sources from which such payments shall be made. All moneys allocated to the payments pursuant to this contract shall be separately maintained in a special fund so designated and the funds on deposit in such fund shall be applied only to make the payments due pursuant to this contract.

ARTICLE VII

RULES AND PERMITTING

7.1 The Authority shall adopt and maintain in effect comprehensive water rules and regulations regarding design, construction, installation, operation and maintenance of all water systems and facilities in conformity with the standards and restrictions of the EPA, Mississippi Department of Environmental Quality ("MDEQ"), State Board of Health, the Act and any other governmental body having legal authority to set such standards and restrictions. The Authority shall periodically review and, if necessary, revise such rules and regulations to insure compliance with state and federal standards.

7.2 The Public Agency shall adopt and maintain in effect comprehensive water rules and regulations and/or ordinances compatible with the Authority's comprehensive water rules and regulations and in conformity with the standards and restrictions of the EPA, the MDEQ, the State Board of Health, the Authority, the Act and any other governmental body having the authority to set such standards and restrictions. The Public Agency shall periodically review and, if necessary, revise said comprehensive water rules and regulations to insure compliance with all such standards and requirements.

7.3 The Public Agency shall comply with such reasonable rules and regulations as may from time to time be adopted by the Authority and the Public Agency, and, to the extent practicable, shall assist the Authority in causing others to comply with such rules and regulations. Pursuant to Section 49-17-745(6) of the Act, the Public Agency's facilities, upon being connected with the Authority's System, become subject to the Authority's jurisdiction and the terms of the Act.

7.4 The Public Agency assumes the responsibility for processing applications for connection of residential, residential equivalent (multi-family, apartment complexes) and commercial to its water facilities, which ultimately connect to the Authority's System, in order to assure compliance with the Authority's rules and regulations.

7.5 The Public Agency assumes the responsibility for processing applications for connection of industrial facilities to its water facilities, which ultimately connect to the Authority's System, in order to assure compliance with the Authority's rules and regulations.

ARTICLE VIII

REPRESENTATIONS

8.1 The Authority shall not permit any person other than a Public Agency to receive water from its System on a regular basis and any such Public Agency shall have first entered into a contract with the Authority substantially similar to this one.

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8.2 The Authority reserves the right, notwithstanding the provisions of 8.1, upon unanimous vote of its Board of Directors, to enter into an agreement or agreements with one or more local governmental entities lying outside the Authority's boundaries in order to provide wholesale water service to such entities for a rate which would include a surcharge determined appropriate by the Authority to levy upon such local governmental entities outside Harrison County.

8.3 Both the Public Agency and the Authority shall comply with all terms of any and all agreements and other related documentation, as well as any and all rules, regulations and terms related thereto, under which any grants, loans or other governmental funds are received by the Authority.

8.4 The Authority is a political subdivision of the State of Mississippi and has all requisite power and authority to enter into this contract and to carry out and perform the terms and provisions hereof.

8.5 The Authority has been duly authorized by all necessary action on the part of the Authority, its governing body or other appropriate governing bodies and officials to execute, deliver and perform the terms of this contract and further represents that all requirements and procedures have occurred that are necessary to ensure the enforceability of this contract, including the Authority's compliance with any applicable public bidding and/or purchase requirements.

8.6 This contract constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms and does not contravene any lease, indenture, credit agreement or other agreement to which the Authority is a party or by which it is bound.

8.7 The Public Agency is a political subdivision of the State of Mississippi and has all requisite power and authority to enter into this contract and to carry out its terms and provisions.

8.8 The Public Agency has the requisite power, authority and legal right to execute, deliver and perform this contract and it has been duly authorized by all necessary action on the part of its governing body and other appropriate officials to execute, deliver and perform the terms of this contract. The Public Agency further represents that all requirements and procedures have occurred that are necessary to ensure the enforceability of this contract.

8.9 This contract constitutes a legal, valid and binding obligation of the Public Agency, enforceable in accordance with its terms and does not contravene any lease, indenture, credit agreement or other agreement to which the Public Agency is a party or by which it is bound.

8.10 Both the Authority and the Public Agency will comply with all rules, regulations and requirements of the Securities and Exchange Commission related to any and all bonds of the Authority including, but not limited to, the ongoing obligation to disclose financial information and give notices of events as set forth in 17 CFR 240.15c2-12.

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8.11 For so long as any bonds are outstanding, the Public Agency shall not construct, grant, franchise or license any water supply facilities without the prior written consent of the Authority. The Authority may give such consent only if it shall first determine that (a) it is not economically feasible for the Authority to provide the desired water supply and (b) the construction or operation of such facility by the Public Agency or any other person will not materially adversely affect the security afforded by the provisions of this contract for the payment of the principal, interest and premium, if any, on any bonds of the Authority.

No Public Agency shall be precluded from constructing, operating, maintaining, expanding, repairing or improving its own water facilities if no bonds of the Authority are outstanding.

ARTICLE IX

GENERAL PROVISIONS

9.1 The Authority shall hold a public meeting prior to the adoption of its annual budget or amended annual budget. Notice of the time and place of such hearing, together with a copy of the proposed budget, shall be sent to the Public Agency at least ten (10) days prior to the date set for the hearing. An authorized representative of the Public Agency may appear at such public hearing and present any objection which the Public Agency may have to the adoption of such annual budget or amended annual budget.

9.2 Both the Authority and the Public Agency shall keep proper books of record and accounts (separate and apart from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the System or any part thereof and of all revenues or monies received by or due to the Authority in respect of the System.

9.3 Duly authorized representatives of the Public Agency shall be permitted to enter the Authority's premises related to its water System at reasonable times upon reasonable notice to inspect the System and the Authority's books and records relating thereto.

9.4 Duly authorized representatives of the Authority shall be permitted to enter the Public Agency's premises related to its water facilities or the System at reasonable times upon reasonable notice to inspect the Public Agency's water facilities and the books and records related thereto.

9.5 The Public Agency shall, upon request and at no additional cost to the Authority, furnish to the Authority such information, certificates, engineering and other reports, financial statements, opinions of counsel and other documents as shall be necessary in connection with any financing and/or refinancing of the System or any changes thereto by the Authority.

9.6 Both the Public Agency and the Authority agree to provide and maintain comprehensive liability insurance and such other insurance for operating and maintaining their respective water facilities and systems as may be required by law.

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9.7 Any waiver at any time by either party hereto of its rights with respect to any default of the other party or with respect to any other matter arising in connection with this contract shall not be considered a waiver with respect to any other or subsequent default or matter.

9.8 Neither this contract nor any interest herein shall be transferable or assignable by the Public Agency without the written consent of the Authority. The Authority may not transfer or assign its interest herein except to any trustee or secured party as security for any bonds which it may issue.

9.9 Once effective, this contract merges and supercedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof, subject, however, to the terms and conditions of the Act and of any grant, loan or bond agreement or other related documentation, including rules and regulations.

9.10 Should any non-material provision of this contract be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of the contract; instead, the contract shall be construed as if it did not contain the invalid or illegal part and the rights of the parties shall be construed and enforced accordingly.

9.11. Any notice required under this contract shall be in writing and shall be served either by personal delivery, mail or fax. In case of service by mail, the period of notice and time to perform any act certain specified in said notice, including making of a response, shall be extended by five (5) days from the date said notice is deposited in a U.S. mail facility.

9.12 Any notice required by this contract shall be served on the following representative(s) of the parties: for the Authority, the Executive Director at the following address:

_____ and for the Public Agency, the Mayor and/or City Manager / for the County, the President of the Board of Supervisors _____ at _____ the _____ following address(es): _____

Upon written notice the parties may change addresses or representatives.

9.13 Any changes or amendments to this contract must be in writing, signed by a duly authorized representative of the parties and must clearly express the mutual intent of the parties to amend the contract as set forth therein.

9.14 This contract shall not be amended, modified or otherwise changed in any manner which will materially adversely affect the security afforded by provisions of the contract for the payment of principal, interest or premiums, if any, on any bonds of the Authority or will contravene the provisions of any outstanding grant agreement to which the Authority is a party for so long as the bonds are outstanding and unpaid in any amount or the grant agreement is still in force and effect.

9.15 Should the Authority be forced to suspend, reduce or interrupt service to the Public Agency because of any emergency condition reasonably beyond the control of

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the Authority, including, without limitation, severe weather, equipment failure, strikes, lockouts, Acts of God or of the public enemy, or acts, orders or directives of the federal or state government or court, then the Authority is relieved of its responsibility to provide water supply services due to inability beyond its control. In the event such a suspension of service is necessary, the Authority will notify the Public Agency as soon as reasonably possible and the Authority will use its best efforts to resume service as soon as practicable.

9.16 If either party to this contract fails to perform or observe any obligation, condition or term of, or arising from, this contract and such failure continues ninety (90) days following a notice of default, then such party shall be considered in default under this contract.

9.17 In the event of a default, the parties shall have the following rights and remedies: (a) specific performance where an action at law would be inadequate to protect the unique rights and interests of the other party to this contract; and/or (b) if either party is required to pursue an action in court to enforce any obligations, conditions or terms of this contract, the prevailing party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees and costs for expert witnesses, as are determined and awarded by the court.

9.18 The Public Agency shall, concurrent with the execution and delivery of this contract, cause an opinion or opinions in form and substance satisfactory to the Authority to be delivered by one or more attorneys or firms of attorneys satisfactory to the Authority which shall cover matters relating to the authorization, execution, validity and binding effect of this contract as it relates to the Public Agency, and, if the Public Agency shall have bonds or other evidences of indebtedness outstanding secured by revenues of its water facilities, shall cover matters relating to the legality and permissibility under the terms and conditions of the ordinance, resolution, indenture or other contractual arrangement with such bondholders of the performance by the Public Agency of its obligation under this contract.

9.19 Any right or remedy under this contract is cumulative, not exclusive, and in addition to any other rights or remedies either provided in this contract or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of such rights.

9.20 Any claim or action brought by either party related to this contract shall be brought in the Chancery or Circuit Court of Harrison County, Mississippi. The laws of the State of Mississippi shall apply to the construction or enforcement of all provisions of this contract and to any action which may be brought pursuant thereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this contract to be executed on the 15th day of April, 2008.

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HARRISON COUNTY UTILITY AUTHORITY

By: _____
President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CITY OF LONG BEACH, MISSISSIPPI

By: _____
Mayor

ATTEST:

Clerk

There came on for consideration the City Attorney's report and action was taken as follows:

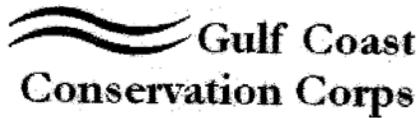
Alderman Burton made motion seconded by Alderman Boggs approving the Gulf Coast Conservation Corps Project Application and authorizing the Mayor to execute the Contract.

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

Alderman Richard Notter	voted	Absent, Not Voting
Alderman Richard Burton	voted	Aye
Alderman Charles Boggs	voted	Aye
Alderman Carolyn Anderson	voted	Aye
Alderman Allen D. Holder, Jr.	voted	Absent, Not Voting
Alderman Mark Lishen	voted	Nay
Alderman Joseph McNary	voted	Aye

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

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Gulf Coast Conservation Corps
Project Application

Sponsor Contact Information

Sponsoring Agency/Organization Long Beach @arden@lbb City of
Partner Agencies City of Long Beach, MS 39560
Contact Name & Position Joe Currie
Email: Coastal Urban Forestry@hotmail.com Phone 546-1031 Fax _____
Street Address 1815 Papps Ferry Rd
City Biloxi, MS State _____ Zip 39571
Project Site Supervisor: Joe Currie, Extension Service
Project Site Supervisor Phone (office) 546-1031 (cell) _____
Technical Advisor (TA) for project Rob Crawford, arborist
TA Phone 228-383-1264 Email GulfCoastUrbanForestry@hotmail.com
What is the overall mission of your Agency/Organization?

To provide for the safety of Long Beach citizens, enhancing, where possible, their quality of life in a fiscally responsible way.

Specific Project Information

Please describe project, location, and list specific quantifiable outcomes for this project. (i.e. miles of fencing).

Vertical mulch 50 live oaks on HWY 90

How many teams are you requesting for this project? (8 members and two leaders per team) 1

How many weeks do you anticipate needing the Corpsmembers working full time? _____

Proposed Beginning and End Dates: 4/21/08 to May 9, 08

Are these dates negotiable? YES NO

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Financial Considerations: Current crew costs are estimated at \$4,000/week for a 10 person field crew. Costs include supervision, labor, transportation, basic tools, insurance, and food. Contact a GCCC Regional Supervisor for crew availability and specific financial details.

1. Will this project replace existing workers? Yes _____ No X
Note: GCCC cannot work on projects that displace workers.
2. Has your agency completed an assessment in accordance with the National Environmental Policy Act?
Yes _____ No X N/A _____
3. Have all permits, approvals, and clearances been obtained for this project?
Yes _____ No X N/A _____

If not, by what date will you receive these permits? Applied for

Project application completed by: Anita Kegley 236-5050

Title: Administrative Assistant Date: 4/14/08
Director, Parks & Recreation, Long Beach, MS 39560

After Completing Application, mail or email to:

Lee Ann Kendrick
Program Director, Gulf Coast Conservation Corps
P.O. Box 3779
Gulfport, MS 39505
lkendrick@gcccorgs.org

Or call 228-224-5699 with additional questions.



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**Contract
Between**

Name:
Address:

and

Gulf Coast Conservation Corps
P.O. Box 3779
Gulfport, MS 39505

Date:

Project Sponsor:

The following is a contract between the Gulf Coast Conservation Corps (hereafter referred to as "GCCC"), a program of the National Association of Service and Conservation Corps (d/b/a The Corps Network), and City of Long Beach (hereafter referred to as "Project Sponsor").

This Contract is executed under the terms and conditions presented below.

1. **Purpose:** The purpose of this contract is to provide labor to assist the Project Sponsor in restoring live oak trees along the highway 90 corridor.
2. **Project Tasks:** The Project Sponsor agrees to provide materials required to complete the task, initial orientation and training, and supervision of the Project. All of the work shall conform to the plans and specifications provided in the Sponsor work sheet, dated 04/18/08 which is attached and incorporated herein.

Any modification, addition, or deletion to the specified work will be mutually agreed to in writing by both GCCC and the Project Sponsor. Such changes could be considered an extra and incur additional costs.
3. **Duration of Contract:** This contract will be in effect for the duration of the Project which is to begin on or about April 21, 2008 and be completed by May 9, 2008, outlined in project work sheet.

Roles and Responsibilities

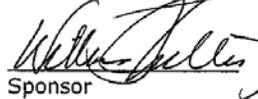
1. GCCC will:
 - a. Provide the labor and tools to accomplish the work described in the Sponsor work sheet as per plans and specifications provided by Project Sponsor.
 - b. Provide the transportation to and from the work site for the duration of the Project.
 - c. Complete this Project as per plans and specifications provided by Project Sponsor.

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2. The Project Sponsor will:
 - a. Designate one staff person as Project Site Supervisor who will coordinate with the GCCC Crew Leaders including:
 - i. Site inspection and acceptance of work
 - ii. Provide all materials, plans, specifications, permits and associated fees for this Project.
 - iii. Provide guidance and training specifically in the area of chainsaw usage.
 - b. Pay GCCC the amount of \$5000 in return for 500 hours of completed work. Outlined in sponsor work sheet. GCCC will invoice the project sponsor for payment upon successful completion of work. GCCC crews are prepared to work in variety of weather conditions. Credit for missed work due to rain or inclement weather must be agreed upon by both parties.
 - c. Supply certificate of general liability insurance.
3. Monitoring: GCCC understands and agrees that it will be fully responsible for the monitoring of its own performance and its employees to assure that the project is accomplished in a diligent and timely manner.
4. Insurance: GCCC will provide insurance in the form of liability and worker's compensation.

Marty O'Brien
Vice President
The Corps Network

Date



Sponsor

4/16/08

Date

There came on for consideration the friendly annexation of property on Beatline Road, R. W. Day and on 28th Street, John R. Lankford.

The City Attorney answered questions and provided additional information, whereupon, Alderman McNary made motion seconded by Alderman Burton and unanimously carried authorizing the City Attorney to move forward with the friendly

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annexation either separately or jointly subject to receipt of a request for friendly annexation from all property owners affected.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman McNary made motion seconded by Alderman Anderson and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

Alderman Allen D. Holder, Jr., At-Large

Alderman Charles A. Boggs, Ward 1

Alderman Richard Notter, Ward 2

Alderman Richard Burton, Ward 3

Alderman Joseph McNary, Ward 4

Alderman Mark Lishen, Ward 5

Alderman Carolyn Anderson, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruoff, City Clerk