

Minutes of January 19, 2010
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., it being the third Tuesday in January, 2010, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, and City Clerk Rebecca E. Schruff.

City Attorney James C. Simpson, Jr., was absent the meeting.

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

Alderman Lishen arrived late and was preliminarily absent the meeting.

The meeting was called to order and action was taken, as follows:

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There came on for consideration by the Mayor and Board of Alderman (the "Governing Body") of the City of Long Beach, Mississippi (the "Issuer") the matter of the acquisition of certain equipment for use by the City of Long Beach Public Works Department, and otherwise by lease purchase agreement. After a discussion of the subject, Alderman Carrubba offered and moved the adoption of the following resolution and order:

A RESOLUTION OF THE CITY OF LONG BEACH FINDING THAT IT IS NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT RATHER THAN PURCHASING SUCH EQUIPMENT BY CASH OR BY THE ISSUANCE OF EQUIPMENT NOTES: FINDING THAT THE HANCOCK BANK, GULFPORT, MISSISSIPPI, HAS OFFERED TO ACQUIRE SUCH EQUIPMENT AND TO LEASE SUCH EQUIPMENT TO LESSEE FINDING THAT SUCH PROPOSAL IN THE INTEREST OF SUCH LESSEE AND AUTHORIZING AND DIRECTING LESSEE TO EXECUTE A LEASE AGREEMENT PURCHASE WITH THE HANCOCK BANK TO THE END THAT SUCH EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO LESSEE SUCH ON THE TERMS AND CONDITION EXPRESSED IN SUCH LEASE.

WHEREAS, the CITY OF LONG BEACH has heretofore determined that it is necessary to acquire the following equipment for use by the municipal public work department:

One (1) New Track Mounted Hydraulic Excavator; and for use by the CITY OF LONG BEACH for any other purposes authorized by law: and

WHEREAS, such CITY OF LONG BEACH has previously, by Resolution dated November 3, 2010, determined and declared that it would be in the public interest to acquire such equipment through a Lease Purchase Agreement as provided under Section 31-7-13(e) Miss. CODE ANN. (1972) as amended for a term not to exceed five (5) years; and

WHEREAS, such Board anticipates that CITY OF LONG BEACH will not issue more than \$10,000,000.00 qualified tax-exempt obligations during calendar year 2010; and;

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

WHEREAS, such Board has solicited and obtained at least two (2) written competitive

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bids for such lease purchase financing as required by Section 31-7-13(e) MISS. CODE ANN. (1972); as amended; and

WHEREAS, the Hancock Bank of Gulfport, Mississippi, has proposed to acquire such equipment at the offered price and to lease such equipment to the CITY OF LONG BEACH at the rate of 3.20% per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE LESSEE AS FOLLOWS:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a Lease and Option Agreement together with all exhibits incorporated therein.

SECTION 2: Upon delivery and acceptance by such CITY OF LONG BEACH of such equipment, the Mayor and City Clerk are authorized and directed to execute a Certificate of Acceptance of such equipment and as provided in Section 4.01 of such Lease, the lease term shall commence on the date of acceptance.

SECTION 3: The Mayor and City Clerk are further authorized and directed to execute on behalf of such CITY OF LONG BEACH a Financing Statement and all other documents as provided for under Section 7.02 of such Lease to establish and maintain the security interest of Hancock Bank in such equipment.

SECTION 4: Prior or at the time of acceptance by the CITY OF LONG BEACH of such equipment, the CITY OF LONG BEACH shall deliver to Hancock Bank, Certificates of Insurance assuring to Hancock Bank and naming Hancock Bank as additional insured that such property has been insured against loss from any casualty of whatever kind or nature. Such Certificates shall certify that such policy will not be canceled without giving written notice thereof to Hancock Bank at least ten (10) days in advance of such cancellation.

Alderman Anderson seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

<u>ALDERMAN</u>	<u>VOTED</u>
Alderman Parker	Aye
Alderman Ponthieux	Aye
Alderman Couvillon	Aye

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Alderman Anderson	Aye
Alderman Carrubba	Aye
Alderman Lishen	Absent, Not Voting
Alderman Hammons	Aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 19th day of January, 2010.

APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schruff, City Clerk

SEAL

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on December 1, 2009, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Advertisement for Bids, "NOTICE TO FINANCIAL INSTITUTIONS", as evidenced by the Publisher's Proof of Publication.

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Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to spread said Proof of Publication upon the minutes of this meeting in words and figures, as follows:

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CRISTA LAUX who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 126 No., 85 dated 7 day of Dec, 20 09
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

DEC 09 2009

Crista Laux
Clerk

Sworn to and subscribed before me this 8 day of December, A.D., 20 09

Kandi Berkley
Notary Public

KANDI A. BERKLEY
Notary Public, State of Mississippi
Harrison County
My Commission Expires
April 05, 2010

NOTICE TO FINANCIAL INSTITUTIONS IN ACCORDANCE with and sect. 27-105-305 and sect. 27-105-353 of the Mississippi Code: 1972, Annotated; the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, hereby give notice that bids will be received from all financial institutions qualifying under the requirements as set forth in and sect. 27-105-315 of the Mississippi Code: 1972, Annotated, until 10:00 a.m., Tuesday, January 19, 2010, for the privilege of keeping municipal funds, or any part thereof, for a period of two (2) years. The bids or proposals shall designate the kind of security as authorized by law which the financial institutions propose to give as security for the funds. Sealed bids should be mailed to the City Clerk, P.O. Box 929, Long Beach, Mississippi, 39560, or hand delivered to City Hall, 645 Klondyke Road prior to the deadline for bid opening. Rebecca E. Schuff, City Clerk PLEASE PUBLISH ONE (1) TIME, MONDAY, DECEMBER 7TH AND FURNISH PROOF OF PUBLICATION. THANKS, BECK 1359645

Upon further discussion, there came on for consideration a letter from City Clerk Rebecca E. Schuff, as follows:

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City of Long Beach

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



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

January 19, 2010 10:00 a.m.

Mayor and Board of Aldermen
Long Beach, MS 39560

Reference: Proposals for Municipal Depository, Two (2) Years

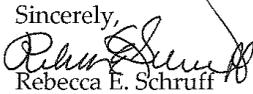
Please be advised that three (3) proposals were properly filed, as follows:

The Peoples Bank
P.O. Box 529
Biloxi, MS 39533-0529

Hancock Bank
P.O. Box 4019
Gulfport, MS 39502

Whitney National Bank
Post Office Box 1420
Gulfport, MS 39502-1420

The three financial institutions as listed above all qualify under the requirements as set forth in § 27-105-315 of the Mississippi Code 1972, Annotated, and properly proposed designated securities as required by law, therefore, it is recommended that all three be awarded as municipal depositories for the privilege of keeping municipal funds, or any part thereof, on behalf of the City of Long Beach, Mississippi, with public funds remaining as presently deposited. Future public accounts will be opened with municipal depositories based upon the best terms on a case by case basis.

Sincerely,

Rebecca E. Schruff
City Clerk

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

Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried to accept the recommendation of Ms. Schruff, as set forth above.

There were no announcements, presentations or proclamations.

There were no amendments to the Municipal Docket.

There were no public comments regarding agenda items.

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Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to approve the regular meeting and executive session minutes of the Mayor and Board of Aldermen dated January 5, 2010, as submitted.

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to approve the January 14, 2010, Planning Commission minutes, subject to expiration of appeal time on appealable items.

Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to approve the "Coaches' Code of Ethics", submitted by the Recreation Board, as follows:

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COACHES' CODE OF ETHICS

I hereby pledge to live up to the coach's code of ethics.

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group. I will do my best to provide a safe playing situation for my players.

I will provide equal play opportunity for all youth regardless of race, creed, sex, economic status or ability.

I promise to review and practice basic first aid principles needed to treat injuries of my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol and refrain from their use at all youth sports events.

I will as a coach or a coaching assistant be responsible for any un-chaperoned children and shall abstain from alcohol when representing any Long Beach Recreational activities.

I will be knowledgeable in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for all of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for the children and not for the adults.

PRINT NAME _____

SIGNATURE _____

DATE _____

Alderman Ponthieux recused himself from the open meeting, citing a possible conflict of interest.

*

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Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims number 011910.

*

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Alderman Ponthieux returned to the open meeting.

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

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve CDBG, one (1) Request for Cash and Payment of one (1) invoice, as follows:

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MEMO

DATE: January 13, 2010
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
City of Long Beach
RE: Community Revitalization Grant
CDBG Project #R-103-235-01-KCR
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Poulos, Herbert & Associates
Invoice number C-09-121 in the amount of \$1,200.00
For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 34 in the amount of \$1,200.00 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 34" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX: 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of January 19, 2010 Mayor and Board of Aldermen

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information		
Applicant Name: City of Long Beach Mailing Address: Post Office Box 925 Street Address: City, State Zip: Long Beach, MS 39560 Telephone No.: 228-863-1656 Fax Number: 228-865-0922 Email Address: Accounting@longbeachms.com		Client No.: R-103-06 Contract No.: R-103-06-0-1-CCR Request No.: 34 FOR JDA USE ONLY Vendor No.: ID# Voucher Number:		
Electronic Transfer: 06550381 Bank Account: 04330699 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39560 Telephone No.: 228-568-4001		Services Rendered: From: November 1, 2009 To: December 31, 2009		
Section C: Request For Activity				
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 173,096.00	\$ 137,463.68		\$ 35,632.32
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
3 Architect/Engineering Expense	\$ 713,820.00	\$ 555,186.00		\$ 158,634.00
4 Acquisition Expense	\$ 379,266.77	\$ 251,216.77	\$ 1,200.00	\$ 126,850.00
5 Contingency Expense	\$ 170,733.23			\$ 170,733.23
6 Legal	\$ 11,000.00			\$ 11,000.00
7 Street & Road Improvements	\$ 5,380,000.00	\$ 3,380,344.00		\$ 1,999,656.00
8				\$ -
Total	\$ 6,837,916.00	\$ 4,334,210.45	\$ 1,200.00	\$ 2,502,505.55

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.


 Signature of Authorized Official

William Stetler, Jr., Mayor
 Typed Name and Title of Authorizer/Official


 Date Signed

Debra Tompkins
 Prepared By

1/19/10
 Date Prepared

601-638-7121
 Preparer's Telephone No.

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Mississippi Development Authority
 Cash Summary Support Sheet

Applicant City of Long Beach Request No: 34 Grant Number: R-103-06
 Period Cost - Beginning Ending Date: November 1, 2009 December 30, 2009 Contract Number: R-103-235-01-KCR

1. Activity	Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
Administration						
A.	Administration					\$0.00
B.						
C.						
D.						
			Subtotal:	\$0.00	\$	\$0.00
2. Activity	Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
Architect/Engineering						
A.	Architect/Engineering					\$0.00
B.	Architect/Engineering					\$0.00
C.	Architect/Engineering					\$0.00
D.						\$0.00
			Subtotal:	\$	\$	\$
3. Activity	Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
Street & Road Improvement						
A.	Street & Road Improvement					\$0.00
B.						\$0.00
C.						\$0.00
D.						\$0.00
			Subtotal:	\$	\$	\$

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Applicant City of Long Beach Request No. 34 Page 2 of 2
 Grant Number: R-103-06
 Contract Number: R-103-235-01-KCR

Cash Summary Support Sheet

4. Activity: Acquisition Expense		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. Acquisition Expense	Poulog Herbert & Asso.	C-09-121	\$1,200.00		\$1,200.00
B.					\$0.00
C.					\$0.00
D.					\$0.00
Subtotal:			\$ 1,200.00	\$ -	\$ 1,200.00

5. Activity:		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					\$0.00
B.					\$0.00
C.					\$0.00
D.					\$0.00
Subtotal:			\$ -	\$ -	\$ -

6. Activity:		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					
B.					
C.					
D.					
Subtotal:					

Cumulative Match Expended To Date: \$ 1,200.00
 Cumulative Federal Expended To Date: \$4,335,410.45
GRAND TOTAL: \$ 1,200.00

I hereby certify that: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
 I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
 Signature of Authorized Official

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Mississippi Development Authority Consolidated Support Sheet

Applicant:	City of Long Beach	Contract Number:	R-103-235-01-KCR	
Request for Cash Number:	34	Total Amount Requested:	\$ 1,200.00	
Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 173,096.00	\$ 137,463.98	\$ -	\$ 35,632.32
Engineering				
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
Architect/Engineering Expense	\$ 713,820.00	\$ 559,186.00	\$ -	\$ 158,634.00
Acquisition Expense	\$ 379,266.77	\$ 251,216.77	\$ 1,200.00	\$ 126,850.00
Contingency Expense	\$ 170,733.23			\$ 170,733.23
Legal	\$ 11,000.00			\$ 11,000.00
Street & Road Improvements	\$ 5,380,000.00	\$ 3,380,344.00	\$ -	\$ 1,999,656.00
Total Budget	\$ 6,637,916.00	\$ 4,334,210.45	\$ 1,200.00	\$ 2,502,505.55

Total Funds Request to Date: \$4,335,410.45
 Amount of Other Funds Expended to Date: \$ -
 CDBG Project Balance: \$ 2,502,505.55
 Period of Projected Cash Needs - Beginning: November 1, 2009 Thru December 30, 2009

TODAY'S DATE	11/13/2010	BUDGET	\$ 6,637,916.00
CONTRACT BEGIN DATE (FROM CONTRACT)	7/20/2007	TOTAL AMOUNT SPENT TO DATE	\$4,335,410.45
CONTRACT END DATE (FROM CONTRACT)	7/20/2010	% TOTAL CONTRACT BUDGET SPENT	63.49%
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR '0')		% CONTRACT BUDGET REMAINING	36.60%
FINAL CONTRACT COMPLETION DATE	7/20/2010	CONSTRUCTION BUDGET AMOUNT	\$ 5,941,000.00
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO DATE	\$ 3,532,760.77
% OF CONTRACT PERIOD ELAPSED	82.92%	% CONSTRUCTION BUDGET SPENT	61.15%
% OF CONTRACT PERIOD REMAINING	17.08%		

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JAN-12-10 03:51 PM POULOS, HEBERT & ASSOC. 228 864 2379

P.01/01

POULOS, HEBERT & ASSOCIATES
P. O. BOX 7702
GULFPORT, MS. 39506
228-864-2378
FAX: 228-864-2379
TAX ID: 64-0880106

DATE: November 14, 2009

TO: Mayor William Skellie, Jr.
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

INVOICE

RE: File Number: C-09-121

Summary Appraisal Report of an estimated 5,000 SF parcel of land
located at 107 West 4th Street, Long Beach, Mississippi.

TOTAL FEE: \$1,200.00

Harry Hebert

POULOS-HEBERT & ASSOCIATES

Alderman Anderson made motion seconded by Alderman Hammons and
unanimously carried to approve amendment number 2, engineering contract, Jeff Davis
Avenue CDBG, as follows:

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engineers
planners
surveyors
environmental

scientists
landscape
architects

January 12, 2010

The Honorable William Skellie
Mayor, City of Long Beach
Post Office Box 929
Long Beach, MS 39560

Reference: Jeff Davis Avenue CDBG
Engineering Contract Amendment No. 2

Dear Mayor Skellie:

In accordance with MDA and HUD requirements, property acquisition surveys and right-of-way acquisition negotiation will be required to create an alley between 4th and 5th Streets behind Jeff Davis Avenue. The purpose of the alley will be to provide rear access to properties along Jeff Davis Avenue and provide easement for utilities. These services need to be added to the original Engineering Contract approved by the Board of Alderman on August 8, 2007. Neel-Schaffer, Inc. is submitting a request that our contract be increased on a per parcel basis. The total cost of this amendment is \$ 53,400.00.

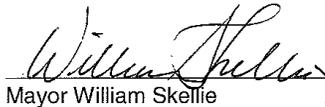
Summary of Additional Services

• Property Acquisition Surveys (11 parcels @ \$ 1,300)	\$ 14,300.00
• Property Acquisition Negotiation (11 parcels @ \$ 2,100)	\$ 23,100.00
• Phase I Environmental Assessment (1 parcel @ \$ 3,500)	\$ 3,500.00
• Engineering Design and Topographic Surveying	\$ 12,500.00

If this amendment meets your approval, please sign the originals and return one to our office in Biloxi. Should you have any questions, please do not hesitate to call me at 228-374-1211. Thank you!

Sincerely,
NEEL-SCHAFFER, INC.


M. Craig High
Sr. Project Manager

 
Mayor William Skellie Date

MCH/mch

7 7 2 H o w a r d A v e n u e , B i l o x i , M S , 3 9 5 3 0 •
O f f i c e 2 2 8 . 3 7 4 . 1 2 1 1 • F a x 2 2 8 . 3 7 4 . 1 2 1 6

There came on for consideration a letter with attachments from Ron Robertson, Project Manager, Broaddus and Associates, as follows:

Minutes of January 19, 2010
Mayor and Board of Aldermen



M E M O R A N D U M

TO: City of Long Beach, Mayor William Skellie

FROM: Ron Robertson, Project Manager

SUBJECT: Harbor Master Building Project
Pay Application #4

DATE: January 12, 2010

CC: Ginny Breckenridge, MEMA Horne Group
Michael Costelli, Simpkins & Costelli

Please find included *Pay App #4 for period ending December 31, 2010* and a spreadsheet detailing percentage of recommended payment from Insurance, FEMA and Tideland Funding sources. Broaddus & Associates recommends paying \$14,798.90 from Insurance funds, \$183,819.01 from FEMA funds, and \$47,096.49 from Tidelands funding as detailed in the attached spreadsheet. This is in accordance with corresponding Pay Application #4 from H. Gordon Myrick, Inc, for \$245,714.40 as certified by Simpkins & Costelli, Inc

Due to excessive inclement weather over the past two months, an additional fourteen (14) days are being requested to be added to the contract by H. Gordon Myrick, Inc.; this request is attached. We are further evaluating this request and, once resolved, a separate Change Order with an updated progress schedule will be forwarded to the City of Long Beach for approval. The adverse weather report information is included with the attachment.

Should there be any questions, please do not hesitate to contact me.

Best Regards,

Ron Robertson, Project Manager
Broaddus & Associates
(228) 224-0339

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Harbor Master Building, City of Long Beach
Funding Summary

Pay Application # 4

Period Ending 12/31/2009

Funding Sources				
	Insurance	FEMA	Tidelands	Total
Original Contract	\$ 60,000.00	\$ 745,268.00	\$ 190,946.00	\$ 996,214.00
Change Orders				
1	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	
4				
Total CO	\$ -	\$ -	\$ -	\$ -
	\$ 60,000.00 6.02%	\$ 745,268.00 74.81%	\$ 190,946.00 19.17%	Total Current Contract \$ 996,214.00
Total Base and CO Completed and Stored	\$ 23,193.64	\$ 288,091.18	\$ 73,812.18	\$ 385,097.00
Total Retainage 10%	\$ 2,319.36	\$ 28,809.12	\$ 7,381.22	\$ 38,509.70
Total Earned less Retainage	\$ 20,874.28	\$ 259,282.06	\$ 66,430.96	\$ 346,587.30
Previous Payments thru # 3	\$ 6,075.38	\$ 75,463.05	\$ 19,334.47	\$ 100,872.90
Totals, Pay App # 4	\$ 14,798.90	\$ 183,819.01	\$ 47,096.49	\$ 245,714.40

Previous Payments					
Pay App No.	Insurance	FEMA	Tidelands	C & S App'd Amt.	
9/30/2009	1 \$3,460.35	\$42,145.26	\$11,848.59	\$57,454.20	
10/31/2009	2 \$1,179.78	\$15,490.41	\$2,918.31	\$19,588.50	
11/30/2009	3 \$1,435.25	\$17,827.38	\$4,567.57	\$23,830.20	
	4			\$0.00	
	5			\$0.00	
	6			\$0.00	
	7			\$0.00	
	8			\$0.00	
	9			\$0.00	
	10			\$0.00	
	11			\$0.00	
	12			\$0.00	
	13			\$0.00	
	14			\$0.00	
Totals	\$6,075.38	\$75,463.05	\$19,334.47	\$100,872.90	

Minutes of January 19, 2010
Mayor and Board of Aldermen

No. Four (4)

RECOMMENDATION OF PAYMENT

OWNER's Project No. _____ ENGINEER's Project No. 0630
Project Harbormaster Building, Long Beach, MS

CONTRACTOR H. Gordon Myrick, Inc.
Contract For Harbormaster Building Contract Date August 20, 2009
Application Date January 6, 2010 Application Amount \$245,714.40
For Period Ending December 31, 2009

To City of Long Beach, Mississippi
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

Simpkins & Costelli, Inc.
ENGINEER

Dated January 7, 2010

By: Micah R. Costello

STATEMENT OF WORK

Original Contract Price	<u>\$ 996,214.00</u>	Work to Date	<u>\$ 385,097.00</u>
Net Change Orders	<u>\$ -0-</u>	Amount Retained	<u>\$ 38,509.70</u>
Current Contract Price	<u>\$ 996,214.00</u>	Subtotal	<u>\$ 346,587.30</u>
Work to be Done	<u>\$ 611,117.00</u>	Previous Payments Recommended	<u>\$ 100,872.90</u>
		Amount Due	<u>\$ 245,714.40</u>

Minutes of January 19, 2010
Mayor and Board of Aldermen



We build trust.

City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

RE: Harbormaster Building
704 Cleveland Avenue South
Long Beach, MS 39560

CERTIFICATION – LIEN RELEASE

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amount that the prime contractor intends to withhold or retain from a subcontractor or supplier that is not in accordance with the terms and conditions of the subcontract.



Michael Penny, H. Gordon Myrick, Inc.

Controller

DATE: December 31, 2009

Minutes of January 19, 2010
Mayor and Board of Aldermen

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER: City of Long Beach
Long Beach, MS

PROJECT: Long Beach Harbormaster
704 Cleveland Avenue South
Long Beach, MS

APPLICATION NO: 4 (four)

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: December 31, 2009

FROM CONTRACTOR:
H. Gordon Myrick, Inc.
3207 D. Avenue
Gulfport, MS 39507

ARCHITECT: Simpkins & Costelli, Inc.
401 32-1/2 Street
Gulfport, MS 39507

CONTRACT FOR: NEW CONSTRUCTION

PROJECT #: 09006

CONTRACT DATE: August 20, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 996,214.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 996,214.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 385,097.00
5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$ 35,413.70
 - b. 10 % of Stored Material (Column F on G703) \$ 3,096.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 38,509.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 346,587.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 100,872.90
8. CURRENT PAYMENT DUE \$ 245,714.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 649,626.70

CONTRACTOR: H. GORDON MYRICK, INC.

By: *Michael H. Penny* Date: January 6, 2010
 State of: Mississippi County of: Harrison
 Subscribed and sworn to before me this 6th day of January, 2010
 Notary Public: Cheryl Verhoeven
 My Commission expires: April 2, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 245,714.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: ENGINEER

By: *Michael R. Costello* Date: 1/7/10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Minutes of January 19, 2010

Mayor and Board of Aldermen

APPLICATION AND CERTIFICATE FOR PAYMENT

H. GORDON MYRICK, INC. P.O. BOX 1479 GULFPORT, MS 39502	APPLICATION NUMBER 4 APPLICATION DATE 1/6/2010 PERIOD FROM 12/01/09 TO 12/31/09 PROJECT # 09006	OWNER City Of Long Beach, MS PROJECT Long Beach Harbormaster Long Beach, MS
---	---	---

A	B	C	D (FROM G)	E (ENTER)	F (ENTER)	G (D+E+F)	(G/C)	H (C-G)
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH
			PREVIOUS APPLICATION	THIS APPLICATION WORK IN PLACE	STORED MATERIAL			
Elevation, ADA & Superstructure								
1000	Special & General	56,046	12,050	12,688	0	24,738	44.14%	31,308
1104	Special Insurances	30,960	30,960	0	0	30,960	100.00%	0
1111	Testing	10,196	0	0	0	0	0.00%	10,196
2368	Concrete Piles	107,302	22,840	78,855	0	101,695	94.77%	5,607
2711	Fencing	4,268	0	0	0	0	0.00%	4,268
3300	Concrete Work	119,264	0	0	14,685	14,685	12.31%	104,579
4200	Masonry	11,773	0	0	0	0	0.00%	11,773
5120	Structural Steel	42,584	2,322	0	16,275	18,597	43.67%	23,987
6100	Elevator Rooms	4,117	0	0	0	0	0.00%	4,117
9900	Painting	11,097	0	0	0	0	0.00%	11,097
14240	Elevator	50,695	0	0	0	0	0.00%	50,695
15400	Plumbing & HVAC	1,572	0	0	0	0	0.00%	1,572
16000	Electrical	5,183	0	0	0	0	0.00%	5,183
	Labor Burden	12,876	1,850	3,833	0	5,683	44.14%	7,193
SUBTOTAL		467,933	70,022	95,376	30,960	196,358	41.96%	271,575
Building Only Costs								
1000	Special & General	40,585	0	0	0	0	0.00%	40,585
1104	Special Insurances	19,258	19,258	0	0	19,258	100.00%	0
2050	Demolition	11,076	10,446	0	0	10,446	94.31%	630
2200	Excavation & Backfill	3,228	0	0	0	0	0.00%	3,228
2603	Force Main Sewer System	14,500	0	0	0	0	0.00%	14,500
6100	Rough Carpentry	89,612	12,355	0	0	12,355	13.79%	77,257
6200	Finish Carpentry	10,292	0	0	0	0	0.00%	10,292
7210	Insulation	2,643	0	0	0	0	0.00%	2,643
7414	Roofing	7,053	0	0	0	0	0.00%	7,053
7620	Flashing	1,234	0	0	0	0	0.00%	1,234
7900	Sealants	2,468	0	0	0	0	0.00%	2,468
8100	Hollow Metal	8,262	0	0	0	0	0.00%	8,262
8611	Clad Windows	17,463	0	0	0	0	0.00%	17,463
8700	Finish Hardware	802	0	0	0	0	0.00%	802
9250	Gypsum Drywall	2,900	0	0	0	0	0.00%	2,900
9300	Tile	1,222	0	0	0	0	0.00%	1,222
9650	Rubber Base	864	0	0	0	0	0.00%	864
9900	Painting	23,946	0	0	0	0	0.00%	23,946
10000	Specialty Items	6,319	0	0	0	0	0.00%	6,319
15400	Plumbing	35,014	0	0	0	0	0.00%	35,014
15600	HVAC	8,765	0	0	0	0	0.00%	8,765
16000	Electrical	20,505	0	0	0	0	0.00%	20,505
	Labor Burden	9,324	0	0	0	0	0.00%	9,324
SUBTOTAL		337,335	42,059	0	0	42,059	12.47%	295,276
Other								
2518	Brick Pavers	7,158	0	0	0	0	0.00%	7,158
2367	Bulkhead & Fill	173,469	0	146,680	0	146,680	84.56%	26,789
7170	Hardi Plank Siding	3,413	0	0	0	0	0.00%	3,413
7414B	Metal Roofing	6,906	0	0	0	0	0.00%	6,906
SUBTOTAL		190,946	0	146,680	0	146,680	76.82%	44,266
TOTALS		996,214	112,081	242,056	30,960	385,097	38.66%	611,117

Minutes of January 19, 2010 Mayor and Board of Aldermen



SALES INVOICE

Correspondence

CMC Rebar
4846 Singleton Blvd
DALLAS TX 75212-0000 USA
Phone: 1 800 288 5250
Fax: 214 631 6052
CMC Rebar Slide11
T030

Please Remit Payments To:

CMC Rebar
DEPT. 1088 P.O.Box 121088
DALLAS, TX, 75312-1088

Invoice No / Date: 90232049 12/23/2009
Sales Order No. :
Customer : 3031463
Job : R/0923600320
Salesperson :

BILL TO PARTY 3031463

H. Gordon Myrick, Inc
3207 D Ave
Gulfport, MS 39507-2430

SHIP TO PARTY 3031473

Harbor Master Building
Hwy 90
Long Beach, MS 39560-0000

SHIP VIA	INCO-TERMS	PAYMENT TERMS		
Road / Truck	CPT Long Beach	Net Due in 30 Days		
ITEM	DESCRIPTION	QTY SHPP	PRICE	AMOUNT
	Reinforcing Steel by POC per CC S3RU ,Rel 1 R1-R3 - R1 thru R3 excluding slab PO# 07677 BOL# 183445 Del# 233084			
	Rebar 420 Black	41,541.00	LB	
	Reinforcing Steel by POC per CC S3T4 ,Rel 4 R4 - COMPLETE MESH PO# 07677 BOL# 183445 Del# 233085			
30029323	WWF, 6x6 W2.9xW2.9 SHEET	2.00	EA	
REBAR Weight: 41,541.00 LB		Line Totals:		\$13,212.66
		Tax:		\$924.87
		Freight:		\$0.00
		Total Invoice Value:		<u>\$14,137.53</u>

Minutes of January 19, 2010
Mayor and Board of Aldermen

Industrial Fabricators, Inc.-NEW

274 Structural Lane
Columbus, MS 39702-9686
662-327-1776
662-328-7738 (fax)

Invoice

Date	Invoice #
12/22/2009	IND13354

Bill To
H GORDON MYRICK, INC 3207 D AVENUE GULFPORT, MS 39507

P.O. No.	Terms	Due Date	Rep	JOB #	Tax ID#
HARBORMASTE...	Net 30	1/21/2010	PHIL	099006	

Item	Description	Quantity	JOB #	Rate	Amount																		
CHANNELS	CHANNELS/ANGLES/PLATES		099006	2,043.00	2,043.00																		
MISC MATER...	BRACING RODS/HARDWARE		099006	9,791.00	9,791.00																		
GALVANIZE	GALVANIZE		099006	2,450.00	2,450.00																		
labor- invoice s...	LABOR		099006	360.00	360.00																		
				<table border="1"> <tr> <td>VENDOR #</td> <td>9007</td> </tr> <tr> <td>INVOICE #</td> <td>09006-13354</td> </tr> <tr> <td>G/L ACCT PERIOD</td> <td>12-09</td> </tr> <tr> <td>JOB #</td> <td>09006</td> </tr> <tr> <td>CODE #</td> <td></td> </tr> <tr> <td>APPROVED BY</td> <td></td> </tr> <tr> <td>AMT PAID \$</td> <td></td> </tr> <tr> <td>DATE PAID</td> <td></td> </tr> <tr> <td>CHECK #</td> <td></td> </tr> </table>	VENDOR #	9007	INVOICE #	09006-13354	G/L ACCT PERIOD	12-09	JOB #	09006	CODE #		APPROVED BY		AMT PAID \$		DATE PAID		CHECK #		
VENDOR #	9007																						
INVOICE #	09006-13354																						
G/L ACCT PERIOD	12-09																						
JOB #	09006																						
CODE #																							
APPROVED BY																							
AMT PAID \$																							
DATE PAID																							
CHECK #																							
Total					\$14,644.00																		

PLEASE ADD MS SALES TAX OR PRINT IN YOUR MS TAX RESALE #

Minutes of January 19, 2010
Mayor and Board of Aldermen



We build trust.

January 6, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
32 ½ Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

H. Gordon Myrick, Inc. requests 14 (fourteen) days time extension due to rain days on this project for the period of November 1, 2009 to December 31, 2009.

Sincerely,

H. GORDON MYRICK, INC.

A handwritten signature in black ink, appearing to read 'Mike Penny', is written over the typed name.

Mike Penny

Minutes of January 19, 2010 Mayor and Board of Aldermen

History : Weather Underground

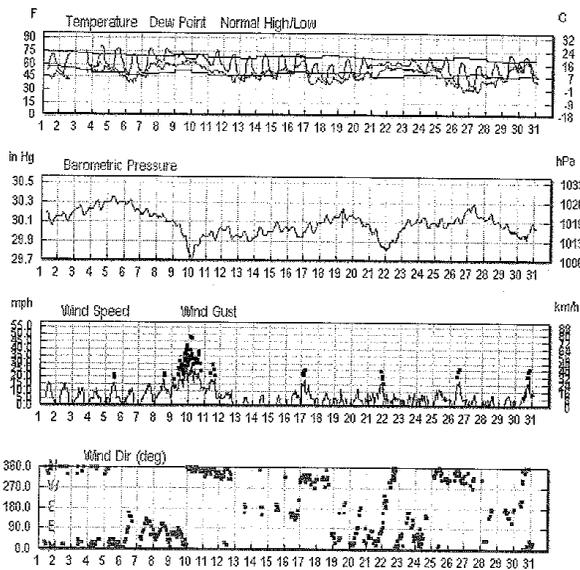
Page 1 of 3

History for Gulfport, MS

Month of November, 2009

Monthly Summary

	Max:	Avg:	Min:	Sum:
Temperature:				
Max Temperature	81 °F	71 °F	61 °F	
Mean Temperature	70 °F	60 °F	48 °F	
Min Temperature	66 °F	50 °F	34 °F	
Degree Days:				
Heating Degree Days (base 65)	18	5	0	155
Cooling Degree Days (base 65)	6	1	0	18
Growing Degree Days (base 50)	20	11	0	317
Dew Point:				
Dew Point	66 °F	49 °F	29 °F	
Precipitation:				
Precipitation	1.82 in	0.09 in	0.00 in	2.81 in
Snowdepth	-	-	-	-
Wind:				
Wind	29 mph	5 mph	0 mph	
Gust Wind	48 mph	23 mph	16 mph	
Sea Level Pressure:				
Sea Level Pressure	30.35 in	30.07 in	29.71 in	



Monthly Calendar Overview

« Previous Month	« 2008	November 2009							2010 »	Next Month »
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday				
1	2	3	4	5	6	7				
Actual: 71 53 Precip: 0.00	Actual: 71 48 Precip: 0.00	Actual: 75 54 Precip: 0.00	Actual: 81 54 Precip: 0.00 Average: 72 51	Actual: 79 51 Precip: 0.00	Actual: 72 46 Precip: 0.00	Actual: 79 50 Precip: 0.00				

<http://www.wunderground.com/history/airport/KGPT/2009/11/6/MonthlyHistory.html>

1/6/2010

Minutes of January 19, 2010 Mayor and Board of Aldermen

History : Weather Underground

Page 2 of 3

Average: 75 57 Precip: 0.01	Average: 74 56 Precip: 0.19	Average: 73 53 Precip: 0.06	Precip: 0.20	Average: 71 51 Precip: 0.14	Average: 70 48 Precip: 0.05	Average: 70 49 Precip: 0.14
8	9	10	11	12	13	14
Actual: 78 63 Precip: 0.00 Average: 70 51 Precip: 0.14	Actual: 73 66 Precip: 1.82 Average: 71 53 Precip: 0.28	Actual: 72 64 Precip: 0.67 Average: 71 50 Precip: 0.03	Actual: 77 57 Precip: 0.00 Average: 69 48 Precip: 0.18	Actual: 72 48 Precip: 0.00 Average: 69 48 Precip: 0.10	Actual: 70 44 Precip: 0.00 Average: 68 48 Precip: 0.14	Actual: 73 46 Precip: 0.00 Average: 70 48 Precip: 0.04
15	16	17	18	19	20	21
Actual: 72 48 Precip: 0.00 Average: 70 50 Precip: 0.19	Actual: 73 51 Precip: 0.12 Average: 70 52 Precip: 0.22	Actual: 62 46 Precip: 0.00 Average: 69 50 Precip: 0.18	Actual: 62 41 Precip: 0.00 Average: 71 50 Precip: 0.21	Actual: 68 45 Precip: 0.00 Average: 70 52 Precip: 0.15	Actual: 70 46 Precip: 0.00 Average: 69 50 Precip: 0.24	Actual: 64 60 Precip: 0.06 Average: 68 47 Precip: 0.07
22	23	24	25	26	27	28
Actual: 64 60 Precip: 0.01 Average: 68 47 Precip: 0.13	Actual: 69 57 Precip: 0.00 Average: 68 49 Precip: 0.15	Actual: 70 51 Precip: 0.00 Average: 68 49 Precip: 0.13	Actual: 70 46 Precip: 0.00 Average: 68 47 Precip: 0.17	Actual: 64 37 Precip: 0.00 Average: 70 49 Precip: 0.06	Actual: 61 34 Precip: 0.00 Average: 69 51 Precip: 0.22	Actual: 64 48 Precip: 0.00 Average: 66 48 Precip: 0.35
29	30					
Actual: 73 45 Precip: 0.00 Average: 65 46 Precip: 0.14	Actual: 70 48 Precip: 0.13 Average: 66 48 Precip: 0.16					

« Previous Month « 2008 Precip: Actual Month Total: 2.81 Average month total: 4.47 2010 » Next Month »

Calendar Key:

Actual: 70 | 58
Precip: 0.00
Average: 71 | 53
Precip: 0.03

Legend:
- Data Category
- Condition
- High Temp.
- Lo Temp.
- Precip. (in inches)
- Daily Avg. Temp.
- Temps in °F

[Print This Calendar](#)

Daily Observations

2009	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Pressure (in)			Visibility (mi)			Wind (mph)		Gust Speed (mph)	Precip (in)	Events
	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg			
1	71	62	53	52	46	43	82	58	35	30.19	30.12	30.06	10	10	10	16	8	-	0.00	
2	71	58	48	45	45	43	87	55	35	30.18	30.14	30.10	10	10	10	15	8	-	0.00	
3	75	65	54	55	53	50	100	76	44	30.26	30.20	30.16	10	10	7	12	9	-	0.00	
4	81	68	54	63	54	51	90	72	35	30.31	30.26	30.21	10	9	6	12	2	-	0.00	
5	79	68	51	55	52	45	90	63	34	30.35	30.31	30.27	10	10	7	16	4	22	0.00	
6	72	59	46	51	43	38	86	62	30	30.32	30.28	30.19	10	10	9	12	2	-	0.00	
7	79	64	50	62	54	45	86	70	52	30.22	30.18	30.14	10	10	10	15	1	-	0.00	
8	78	70	63	62	57	54	78	68	56	30.17	30.13	30.09	10	10	10	18	7	24	0.00	
9	73	70	66	64	58	58	94	77	63	30.09	29.97	29.78	10	5	2	28	11	43	1.82	Rain
10	72	68	64	63	63	53	90	77	61	29.96	29.90	29.71	10	7	2	29	20	48	0.67	Rain
11	77	68	57	54	53	50	78	64	43	30.03	29.96	29.91	10	10	10	18	12	29	0.00	
12	72	60	48	49	46	39	86	66	30	30.05	29.99	29.92	10	9	6	10	6	-	0.00	
13	70	57	44	50	44	41	90	74	41	30.00	29.96	29.90	10	10	7	6	0	-	0.00	
14	73	60	46	55	47	42	90	77	41	30.04	29.99	29.93	10	6	1	7	0	-	0.00	
15	72	59	46	57	46	44	94	81	55	30.10	29.99	29.99	10	4	0	7	0	-	0.00	Fog
16	73	62	51	66	51	48	94	84	59	30.05	30.03	29.94	10	5	0	16	1	24	0.12	Fog, Rain
17	82	54	46	55	45	38	89	68	44	30.09	30.01	29.98	10	10	10	18	14	25	0.00	

<http://www.wunderground.com/history/airport/KGPT/2009/11/6/MonthlyHistory.html>

1/6/2010

Minutes of January 19, 2010 Mayor and Board of Aldermen

History : Weather Underground

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18	62	52	41	46	39	36	89	70	44	30.17	30.13	30.08	10	10	10	9	0	-	0.00	
19	68	56	45	51	43	40	86	70	42	30.23	30.17	30.04	10	9	7	12	4	21	0.00	
20	70	58	46	53	45	42	86	70	38	30.15	30.13	30.06	10	10	9	12	2	-	0.00	Rain
21	64	62	60	61	49	45	88	73	66	30.03	29.94	29.82	10	10	5	16	5	24	0.06	Rain
22	64	62	60	61	60	55	90	82	77	30.02	29.83	29.81	10	8	2	10	6	17	0.01	Rain
23	69	63	57	56	56	53	87	79	61	30.13	30.04	30.03	10	9	5	9	1	-	0.00	
24	70	60	51	57	53	48	94	83	57	30.15	30.11	30.04	10	5	0	8	5	-	0.00	Fog
25	70	56	46	56	49	38	94	69	31	30.14	30.08	30.04	10	9	4	12	4	-	0.00	
26	64	52	37	40	37	29	89	63	28	30.23	30.11	30.09	10	10	10	17	3	26	0.00	
27	61	48	34	42	34	30	89	68	31	30.28	30.22	30.14	10	10	8	8	3	-	0.00	
28	64	55	46	47	40	36	90	69	34	30.19	30.14	30.07	10	10	4	7	1	-	0.00	
29	73	59	45	61	53	42	93	80	55	30.09	30.05	29.97	10	9	2	7	0	-	0.00	
30	70	60	48	66	56	42	94	86	69	30.09	29.96	29.92	10	7	1	20	0	26	0.13	Rain



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Minutes of January 19, 2010 Mayor and Board of Aldermen

History : Weather Underground

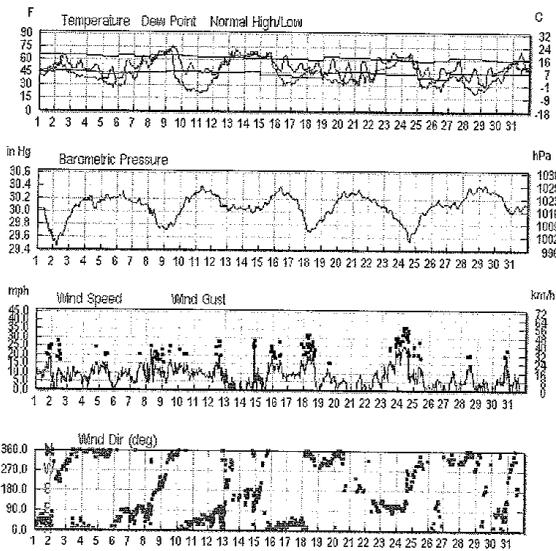
Page 1 of 3

History for Gulfport, MS

Month of December, 2009

Monthly Summary

	Max:	Avg:	Min:	Sum:
Temperature:				
Max Temperature	77 °F	61 °F	50 °F	
Mean Temperature	66 °F	53 °F	42 °F	
Min Temperature	64 °F	45 °F	30 °F	
Degree Days:				
Heating Degree Days (base 65)	24	12	0	374
Cooling Degree Days (base 65)	2	0	0	3
Growing Degree Days (base 50)	16	4	0	139
Dew Point:				
Dew Point	70 °F	44 °F	21 °F	
Precipitation:				
Precipitation	4.34 in	0.49 in	0.00 in	15.31 in
Snowdepth				
Wind:				
Wind	25 mph	7 mph	0 mph	
Gust Wind	36 mph	22 mph	16 mph	
Sea Level Pressure:				
Sea Level Pressure	30.42 in	30.07 in	29.47 in	



Monthly Calendar Overview

« Previous Month	« 2008	December 2009					2010 »	Next Month »
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
		1	2	3	4	5		
		Actual: 55 46 Precip: 1.27 Average: 66 45 Precip: 0.08	Actual: 64 53 Precip: 0.56 Average: 65 47 Precip: 0.08	Actual: 59 46 Precip: 0.00 Average: 65 47 Precip: 0.20	Actual: 54 39 Precip: 0.17 Average: 64 45 Precip: 0.40	Actual: 51 35 Precip: 0.05 Average: 63 42 Precip: 0.07		

<http://www.wunderground.com/history/airport/KGPT/2009/12/6/MonthlyHistory.html>

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6 Actual: 60 37 Precip: 0.00 Average: 65 44 Precip: 0.10	7 Actual: 64 48 Precip: 0.44 Average: 63 45 Precip: 0.23	8 Actual: 69 57 Precip: 2.32 Average: 66 45 Precip: 0.09	9 Actual: 77 53 Precip: 0.00 Average: 66 46 Precip: 0.07	10 Actual: 55 43 Precip: 0.00 Average: 64 46 Precip: 0.17	11 Actual: 50 42 Precip: 0.11 Average: 63 45 Precip: 0.30	12 Actual: 61 42 Precip: 4.34 Average: 63 45 Precip: 0.18
13 Actual: 72 59 Precip: 0.68 Average: 63 45 Precip: 0.18	14 Actual: 69 64 Precip: 1.32 Average: 62 46 Precip: 0.12	15 Actual: 68 53 Precip: 1.01 Average: 62 43 Precip: 0.20	16 Actual: 66 46 Precip: 0.00 Average: 61 42 Precip: 0.20	17 Actual: 55 46 Precip: 0.54 Average: 61 40 Precip: 0.15	18 Actual: 60 42 Precip: 0.77 Average: 60 40 Precip: 0.01	19 Actual: 61 43 Precip: 0.00 Average: 64 45 Precip: 0.04
20 Actual: 57 36 Precip: 0.00 Average: 63 46 Precip: 0.21	21 Actual: 60 35 Precip: 0.00 Average: 63 47 Precip: 0.18	22 Actual: 64 37 Precip: 0.00 Average: 62 45 Precip: 0.06	23 Actual: 69 57 Precip: 0.19 Average: 61 44 Precip: 0.18	24 Actual: 68 55 Precip: 0.60 Average: 60 44 Precip: 0.07	25 Actual: 55 38 Precip: 0.00 Average: 59 40 Precip: 0.10	26 Actual: 52 35 Precip: 0.00 Average: 60 39 Precip: 0.05
27 Actual: 61 43 Precip: 0.00 Average: 63 45 Precip: 0.16	28 Actual: 52 33 Precip: 0.00 Average: 63 45 Precip: 0.31	29 Actual: 53 30 Precip: 0.00 Average: 61 45 Precip: 0.15	30 Actual: 61 46 Precip: 0.94 Average: 60 45 Precip: 0.11	31 Actual: 71 51 Precip: 0.00 Average: 61 45 Precip: 0.43		

« Previous Month « 2008 Precip: Actual Month Total: 15.31 Average month total: 4.88 2010 » Next Month »

Calendar Key:

Sunny Clear	Mostly Cloudy Partly Sunny	Partly Cloudy Mostly Sunny	Cloudy	Rain	Snow
Hail Flurries	Thunderstorms	Hazy Fog	Sleet	7 denotes chance of	Unknown

Actual:	30 58	High Temp.	58
Precip:	0.00	Precip. (in inches)	0.00
Average:	71 53	Daily Avg. Temp.	53
Precip:	0.03	Temp. in F	50 50 0 30 60 90 120

[Print This Calendar](#)

Daily Observations

2009	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Pressure (in)			Visibility (mi)		Wind (mph)		Gust Speed (mph)		Precip (in)	Events
	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	avg	high	sum		
1	55	50	46	50	42	40	94	83	74	30.05	29.82	29.57	10	5	2	20	9	25	1.27	Rain
2	64	58	53	58	50	44	94	81	56	29.89	29.62	29.47	10	8	2	12	6	28	0.56	Rain, Thunderstorm
3	59	52	46	45	45	39	82	67	49	30.19	30.05	29.89	10	10	10	13	10	22	0.00	Rain
4	54	46	39	39	38	34	87	71	53	30.23	30.14	30.03	10	8	4	16	6	25	0.17	Rain
5	51	43	35	36	35	27	87	73	41	30.25	30.18	30.14	10	9	5	16	11	23	0.05	Rain
6	60	48	37	45	36	29	79	63	52	30.30	30.23	30.13	10	10	10	13	3	20	0.00	
7	64	56	48	59	49	36	90	78	59	30.19	30.12	30.06	10	8	1	15	5	22	0.44	Rain
8	69	63	57	66	54	53	94	86	81	30.05	29.99	29.74	8	3	0	23	8	30	2.32	Fog, Rain, Thunderstorm
9	77	66	53	70	58	31	94	71	29	29.97	29.78	29.71	10	5	0	17	9	25	0.00	Fog
10	55	49	43	34	26	23	56	43	30	30.29	30.17	29.98	10	10	10	16	12	23	0.00	
11	50	46	42	36	26	21	79	47	36	30.39	30.32	30.28	10	10	7	13	9	18	0.11	Rain
12	61	52	42	57	52	38	94	90	81	30.27	30.13	30.05	10	4	0	20	9	28	4.34	Fog, Rain, Thunderstorm
13	72	66	59	67	64	57	94	90	81	30.11	30.05	30.01	10	3	0	12	4	18	0.68	Fog, Rain, Thunderstorm
14	69	66	64	68	65	63	100	93	88	30.09	30.05	29.99	7	2	0	24	4	29	1.32	Fog, Rain, Thunderstorm
15	68	60	53	65	60	48	94	89	77	30.26	30.13	30.02	10	6	2	20	8	25	1.01	Rain
16	66	56	46	46	36	31	77	53	27	30.37	30.29	30.25	10	10	10	17	12	26	0.00	
17	55	50	46	47	41	32	89	71	52	30.25	30.06	29.80	10	8	2	17	10	26	0.54	Rain
18	60	51	42	48	46	39	94	83	64	29.88	29.76	29.67	10	7	2	21	13	32	0.77	Rain
19	61	52	43	41	37	34	86	63	38	30.17	30.01	29.86	10	10	9	13	6	17	0.00	

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20	57	46	36	40	35	32	93	78	42	30.32	30.27	30.18	10	5	2	7	3	-	0.00	
21	60	48	35	46	37	32	93	80	41	30.34	30.27	30.22	10	5	1	9	1	-	0.00	
22	64	50	37	53	46	35	89	77	56	30.22	30.14	30.08	10	8	4	12	3	-	0.00	
23	69	63	57	61	58	52	88	78	60	30.07	29.94	29.86	10	8	2	23	13	30	0.19	Rain
24	68	62	55	64	60	45	94	86	67	29.84	29.69	29.53	10	6	2	25	19	36	0.60	Rain, Thunderstorm
25	55	48	36	45	34	29	86	65	40	30.09	29.92	29.71	10	10	9	14	8	28	0.00	
26	52	44	35	40	33	25	89	66	35	30.19	30.12	30.09	10	10	10	7	2	-	0.00	
27	61	52	43	44	40	31	86	68	42	30.20	30.12	30.08	10	10	9	12	3	-	0.00	
28	52	43	33	31	27	21	82	59	30	30.39	30.32	30.21	10	10	10	15	7	21	0.00	
29	53	42	30	41	32	25	82	68	43	30.42	30.35	30.29	10	10	10	7	3	-	0.00	
30	61	53	46	58	49	36	94	83	61	30.31	30.14	30.01	10	6	1	20	6	24	0.94	Rain
31	71	61	51	59	54	46	94	82	41	30.12	30.05	29.99	10	7	0	10	2	-	0.00	Fog



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<http://www.wunderground.com/history/airport/KGPT/2009/12/6/MonthlyHistory.html>

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Discussion was held regarding utilization of local companies for materials whenever possible, whereupon, Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve Pay Application #4, H. Gordon Myrick, Inc., Harbor Master Building Project, all as set forth above.

Alderman Parker made motion seconded by Alderman Carrubba to approve the CDBG Application Resolution, as follows:

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Mayor and Board of Aldermen

RESOLUTION AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION FOR FUNDS FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY

WHEREAS, the Mississippi Development Authority, Division of Community Development has Community Development Block Grant (CDBG) funds available from its FY 2010 Program; and

WHEREAS, regulations governing the CDBG program allow the utilization of said funds for public facilities improvements, including but not limited to, infrastructure such as water or wastewater improvements, drainage improvements, public buildings, road/street improvements, bridge or other similar public infrastructure improvements; and

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach desire to request CDBG funds from the Mississippi Development Authority in order to improve the quality of life of the citizens; and

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach deem it to be in the best interests of the citizens of the City to upgrade public facilities by seeking CDBG funds to serve its citizenry.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen that:

SECTION ONE: William Skellie, Jr., Mayor in and of the City of Long Beach, is hereby authorized and directed to submit an application for CDBG funds, and along with said application, all understandings and assurances contained therein and to provide such additional information as may be required; and

SECTION TWO: William Skellie, Jr., Mayor in and of the City of Long Beach, is hereby authorized to publish the necessary notices for Request for Proposals for Administrative Services, Engineering and/or Architectural Services, and Legal Services, all public hearing notices, and any environmental notices, such as "Request for Release of Funds/Finding of No Significant Impact and Floodplain Notices as applicable in accordance with the guidelines governing the CDBG application process; and

SECTION THREE: William Skellie, Jr., Mayor in and of the City of Long Beach, is hereby authorized to execute any and all documents necessary and pertinent to the application; and

SECTION FOUR: William Skellie, Jr., Mayor in and of the City of Long Beach, is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should the project be approved.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Parker, seconded by Alderman Carrubba, and was adopted by the following vote, to wit:

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YEAS:

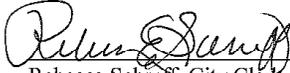
NAYS:

Alderman Bernie Parker
Alderman Gary Ponthieux
Alderman Kaye Couvillon
Alderman Carolyn Anderson
Alderman Leonard Carrubba
Alderman Mark Lishen, Absent Not Voting
Alderman Ronnie Hammons

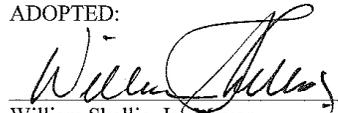
{none}

The Mayor thereby declared the motion carried and the Resolution adopted on this the 19th day of
January, 2010.

ATTEST:


Rebecca Schuff, City Clerk

ADOPTED:


William Skellie, Jr., Mayor

Alderman Lishen arrived at the public meeting.

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

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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



January 14, 2010

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

RE: Long Beach Smallcraft Harbor Repairs – Phase 7 (Dredging)

Ladies and Gentlemen:

I have attached an example contract which originated from Brown & Mitchell, who assist the Harrison County Development Commission in maintaining and operating the Dredge Disposal area in the Bernard Bayou Industrial District.

The Contractor for the referenced City project is Matthews Marine who has requested that he be allowed to barge the dredge spoils to the HCDC disposal area for dewatering. After dewatering, the dredge spoils will be hauled back to the designated final disposal area behind Central Fire Station on Klondyke Road. All work necessary for these items will be performed by the Contractor at the contractual bid prices.

If you find it acceptable for the City to enter into this agreement between the Contractor and the HCDC, please authorize the Mayor to execute the Contract so that we may begin the dredging work as soon as possible.

Sincerely,

David Ball, P.E.

DB:1775-7
Enclosure

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

HARRISON COUNTY DEVELOPMENT COMMISSION

DREDGE DISPOSAL CONTRACT

THIS CONTRACT, entered into this the 20 day of JANUARY, 2010, by and between the Harrison County Development Commission, acting for and on behalf of the Harrison County Board of Supervisors, and the Harrison County Board of Supervisors, jointly acting for Harrison County, Mississippi ("County") and the **City of Long Beach** ("Owner") and MATTHEWS MARINE ("Contractor").

WHEREAS, the Harrison County Development Commission maintains the dredge material disposal site located in the Bernard Bayou Industrial District; and,

WHEREAS, Owner and Contractor have represented that said dredge material is non-toxic and that Owner and Contractor have obtained a copy of a U.S. Army Corps of Engineers permit for dredge disposal (said permit is attached hereto as Exhibit "A"); and,

WHEREAS, County has previously found by resolution that it would be in the public interest to provide Owner and Contractor with non-exclusive access to dredge material disposal site for the purpose of disposing of the dredge material from the **Long Beach Smallcraft Harbor, Long Beach, MS** and further authorize Owner and

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Contractor non-exclusive access to the C-1 dredge material disposal area located in the Bernard Bayou Industrial District for the purpose of disposing dredge material from the **Long Beach Smallcraft Harbor**.

THEREFORE, County, Owner and Contractor do covenant and agree to the following mutual considerations and obligations:

1. Owner and Contractor represents that they have obtained a United States Army Corps of Engineers permit in order to dredge at the **Long Beach Smallcraft Harbor in Long Beach, Mississippi**. A copy of said permit is attached hereto as Exhibit "A" and the terms and conditions of said permit are incorporated herein.

2. County agrees to Owner and Contractor depositing approximately \pm 5,300 Cubic Yards, more or less, of dredge material in Dredge Material Disposal Area C-1 located in the Bernard Bayou Industrial District of Harrison County, Mississippi. Said disposal areas are more specifically identified on the plat of survey attached hereto as Exhibit "B".

3. **County hereby waives the normal fee for disposal of dredge spoil deposited in said Dredge Material Disposal Area C-1.**

4. Owner and Contractor are strictly prohibited from disposing hazardous substances in said Dredge Material Disposal Area C-1.

5. Contractor agrees to maintain the existing condition and integrity of Dredge Material Disposal Area C-1. Contractor is strictly prohibited from disposing dredge materials in such a manner that would cause erosion from the Dredge Material Disposal Areas into the industrial canal immediately adjacent to Dredge Material

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Disposal Area C-1.

6. Contractor shall purchase and maintain during disposal operations as described above, insurance from a company or companies lawfully authorized to do business in the State of Mississippi for protection from claims under worker's or workman's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than the work itself, in amounts acceptable to County. Said insurance shall be submitted to the Executive Director of the Harrison County Development Commission prior to commencement of the work herein and shall be approved by said Executive Director. Contractor shall supply Harrison County Development Commission with Certificates of Insurance, as described above, naming Harrison County, the Harrison County Board of Supervisors and the Harrison County Development Commission as additional insureds.

7. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this agreement. Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the work site and other persons who may be effected thereby; (2) the work, materials and equipment to incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall promptly

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remedy damage and loss to property at the site caused in whole or in part by Contractor, a subcontractor or anyone directly or indirectly employed by Contractor or any subcontractor except for damage or loss attributable to the acts or omissions of the County.

8. Only to the extent that the City of Long Beach is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City of Long Beach agrees to defend, indemnify, and hold harmless the County (including the Harrison County Board of Supervisors, the Commissioners of the Harrison County Development Commission, their staff members, employees, agents and assigns) with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City of Long Beach. Contractor shall indemnify the County (including the Harrison County board of Supervisors, the Commissioners of the Harrison County development Commission, their staff members, employees, agents and assigns) and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the above described real property, or the occupancy or use by the Contractor of the above described real property, or any part thereof, occasioned wholly or in part by any act or omission of Contractor, its agents, contractors, subcontractors, employees, servants or concessionaires. In the event that county shall be made a party to any

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litigation commenced by or against Contractor, arising from or out of any occurrence in, upon or at the above described real property, or the occupancy or use by Contractor of the above described real property or any part thereof, occasioned wholly or in part by any act or omission of Contractor's agents, contractors, subcontractors, employees, servants or concessionaires; then Contractor shall protect and hold County harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by County in enforcing the covenants and agreements in this Contract.

9. In the event that any of the dredge material deposited by Owner and/or Contractor is determined to be a hazardous substance, Contractor agrees to indemnify and hold County (including the Harrison County Board of Supervisors, the Commissioners of the Harrison County Development Commission, their staff members, employees, agents and assigns) harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorneys fees) arising directly or indirectly from or out of or in any way connected with Owner's and/or Contractor's disposal of dredge material on County property resulting in any damage to County property, environmental or otherwise. In the event that any of the dredge material deposited by Owner and/or Contractor is determined to be hazardous and only to the extent that the City of Long Beach is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City of Long Beach agrees to defend, indemnify, and

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hold harmless the County (including the Harrison County Board of Supervisors, the Commissioners of the Harrison County Development Commission, their staff members, employees, agents and assigns) with respect to any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorneys fees) arising directly or indirectly from or out of or in any way connected with the disposal of dredge material on County property resulting in any damage to County property, environmental or otherwise.

10. Except as set forth below, Owner and Contractor acknowledge that it will be solely responsible for all costs and expenses related to environmental clean-up, as may be required by Mississippi Department of Environmental Quality, the United States Environmental Protection Agency or by any applicable law, rule or regulation, resulting from Owner's and/or Contractor's deposit of any hazardous substances in or on Dredge Material Disposal Area C-1 and agrees to indemnify and hold harmless County from any liability, costs and expenses related to the same. Contractor's obligations under this Agreement are unconditional. Owner's obligations under this paragraph are applicable only to the extent that the City of Long Beach is authorized by the laws of the State of Mississippi to do so, and are without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001).

11. The term "hazardous substances" shall include "hazardous waste" and shall mean any substance of material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic, or radioactive substance,

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petroleum, including crude oil or any fraction thereof, flammable explosives, asbestos, any material containing polychlorinated biphenyls, any of the substances defined as "hazardous substances" or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et Seq., the Resources Conservation and Recovery Act, 42 U.S.C. Section 2601, et Seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance identified by its terms as pertaining to the disposal, storage, generation or presence of hazardous substances or waste.

12. In the event that Contractor causes erosion from the Dredge Material Disposal Area in the industrial canal immediately adjacent to said Dredge Material Disposal Area and/or otherwise damages the existing condition and integrity of Dredge Material Disposal Area C-1, Contractor agrees to immediately repair said damage and/or erosion upon County's demand for same. Such demand shall be made by and through Brown & Mitchell, Inc., engineers for the Harrison County Development Commission.

13. In the event that Contractor causes erosion from the Dredge Material Disposal Area into the industrial canal immediately adjacent to Dredge Material Disposal Area C-1, Contractor agrees to indemnify and hold County (including the Harrison County Board of Supervisors, the Commissioners of the Harrison County Development Commission, their staff members, employees, agents and assigns) harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses

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(including attorneys fees) arising directly or indirectly from or out of or in any way connected with such erosion.

14. Contractor will be allowed non-exclusive use of an access road extending to the site from the terminus of Reichold Road. Contractor shall maintain access through its work area. Should further deterioration of the road be caused by Contractor, the damage shall be repaired to the satisfaction of the County.

15. This contract shall terminate upon Owner's and/or Contractor's disposal of \pm 5,300 Cubic Yards of dredge material into Spoil Disposal Area C-1. However, the covenants contained in paragraphs 7, 8, 9, 10, and 11 shall survive the termination date of this contract.

16. Owner and Contractor shall, upon reasonable request, provide Brown & Mitchell, Inc., engineers for the Harrison County Development Commission, verification of cubic yards deposited. Owner, Contractor and County agree that each shall cooperate with each other in good faith with regard to requesting and exchanging information.

17. This contract shall be governed by the laws of the State of Mississippi.

18. Contractor will return the spoil area drainage system to a workable condition prior to demobilization from the disposal area.

19. Owner and Contractor agree to abide by the "Conditions For The Use Of Harrison County Development Commission Dredge Material Disposal Area C & C-1" attached hereto this document as Exhibit "C".

20. Simultaneously, with his delivery of the executed contract, Contractor shall

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furnish a surety bond or bonds as security for faithful performance of this Contract, and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as required by this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to Owner. Cash bonds will not be accepted.

This Agreement may be executed in counter parts.

WITNESS the signatures of the parties on this the 20 day of JANUARY,

2010, as follows:

FOR THE COUNTY:

HARRISON COUNTY DEVELOPMENT COMMISSION

BY:

Larry Barnett
Executive Director

FOR CONTRACTOR:

BY:

FOR OWNER:

BY:


WILLIAM SKELLIE, JR.
MAYOR

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within name Larry Barnett, Executive Director of the Harrison County Development Commission, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, he having full authority to do so.

WITNESS my hand and official seal of office on this the ____ day of _____,
20__.

NOTARY PUBLIC

My Commission Expires:

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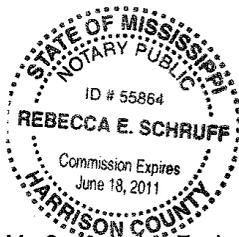
STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named WILLIAM SKELLIE, JR. who acknowledged that he is MAJOR of THE CITY OF LONG BEACH, MISS., a corporation, and that for and on behalf of the said corporation, as its act and deed he executed the above foregoing instrument, after first having been duly authorized by said corporation so to do.

WITNESS my hand and official seal of office on this the 20th day of JAN.,
2010.


NOTARY PUBLIC



My Commission Expires:

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named _____, who acknowledged that he is _____ of _____, a corporation, and that for and on behalf of the said corporation, as its act and deed he executed the above foregoing instrument, after first having been duly authorized by said corporation so to do.

WITNESS my hand and official seal of office on this the ___ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Minutes of January 19, 2010
Mayor and Board of Aldermen



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, MOBILE DISTRICT
CORPS OF ENGINEERS
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001

September 16, 2009

1775-7-E	
GR	
JC	
JO	
DR	
SB	
DB	✓
JaO	

RECEIVED SEP 22 2009

Coastal Branch
Regulatory Division

SUBJECT: Department of the Army Modification Number 2 to Nationwide Permit Number SAM
2009-0269-JBM, City of Long Beach

City of Long Beach
c/o A. Garner Russell and
Associates, Inc.
Attention: Mr. D. Ball
Post Office Box 1677
Gulfport, Mississippi 39502

Dear Mr. Ball:

In accordance with your July 2, 2009 request, for a permit modification, the subject permit is hereby modified as follows:

-- The subject permit verification is modified to allow the use of the Harrison County Development Commission's dredge material disposal sites C and C-1, in Gulfport, for off-loading, dewatering and disposal of approved dredged material. Vicinity map enclosed.

Prior to use of the C and C-1 sites for disposal of dredged material the permittee shall sample and test the material in accordance with the Mobile District, U.S. Army Corps of Engineers (Corps) requirement. Only Corps approved material shall be placed in the disposal areas. The permittee shall contact Ms. Jennifer Jacobson at (251) 690-2724 or jennifer.l.jacobson@sam.usace.army.mil prior to sampling and testing for specific Corps requirements.

All other previous conditions to which the original work was made subject shall remain in full force and effect including the expiration date of April 17, 2011.

Please contact Mr. John McFadyen at (251) 690-3222, if you have any questions. For additional information about our Regulatory Program, please visit our web site at: www.sam.usace.army.mil/rd/reg and please take a moment to complete our customer satisfaction survey while you're there. Your responses are appreciated and will allow us to improve our services.

Sincerely,

Linda T. Brown
Acting Team Leader, Coastal Mississippi
Regulatory Division

Enclosure

Minutes of January 19, 2010
Mayor and Board of Aldermen

David Ball

From: McFadyen, John B SAM [John.B.McFadyen@usace.army.mil]
Sent: Wednesday, November 04, 2009 12:22 PM
To: David Ball
Subject: RE: Long Beach Permit Modification Request
Attachments: John B. McFadyen (John.B.McFadyen@usace.army.mil).vcf

David;

The dredge material has been approved for HCDA C and C-1 disposal. Please advise when the work is completed.

John B. McFadyen, P.G.
Project Manager
U.S. Army Corps of Engineers, Mobile District Regulatory Division, Coastal Branch (SAM-RD-C)

(251) 690-3222 Voice
(251) 690-2660 Fax

Please take a moment to visit our website and complete our customer satisfaction survey at www.sam.usace.army.mil/rd/neg

-----Original Message-----
From: David Ball [mailto:david.b@agreg.com]
Sent: Monday, November 02, 2009 5:21 PM
To: McFadyen, John B SAM; Jacobson, Jennifer L SAM
Subject: RE: Long Beach Permit Modification Request

Any development regarding the eligibility of this material for dewatering in the HCDC C & C-1 disposal areas?

Thanks for any information.

David Ball

From: McFadyen, John B SAM [mailto:John.B.McFadyen@usace.army.mil]
Sent: Thursday, October 22, 2009 2:26 PM
To: Jacobson, Jennifer L SAM
Cc: David Ball
Subject: FW: Long Beach Permit Modification Request

Jenny;

Please review the test results for the Long Beach Harbor dredging and HCDC C and C-1 disposal sites. They have a permit from us to maintenance dredge 5,300 cubic yards with HCDC disposal contingent of testing and final approval. Thanks,

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David Ball

From: David Ball [david.b@agreg.com]
Sent: Thursday, October 22, 2009 2:13 PM
To: 'McFadyen, John B SAM'
Subject: Long Beach Permit Modificaiton Request
Attachments: Matthews Marine 0910082 FINAL 10 21 09 0841.pdf

John,

I know we spoke some time ago (mid-Sept. 2009) regarding the use of the HCDC Spoil Disposal Area C & C-1 for the dewatering of dredge spoils from the Long Beach Harbor. At that time, you directed that the dredge material must be tested for metals, semi-volatiles, and TOC's. I believe the attached test report meets your requirements; but I would appreciate any comments you have regarding the attached test results. Do the results clear the City to proceed with the use of the spoil disposal area for dewatering as planned?

Thanks for your assistance!

David Ball
LB City Engineer

From: Tina Tomek [mailto:ttomek@micromethodslab.com]
Sent: Wednesday, October 21, 2009 11:42 AM
To: tom@matthewsbrothersinc.net
Subject: Micro Methods WO 0910082

Tina Tomek
Office Manager
Office: 228-875-6420
Fax: 228-875-6423

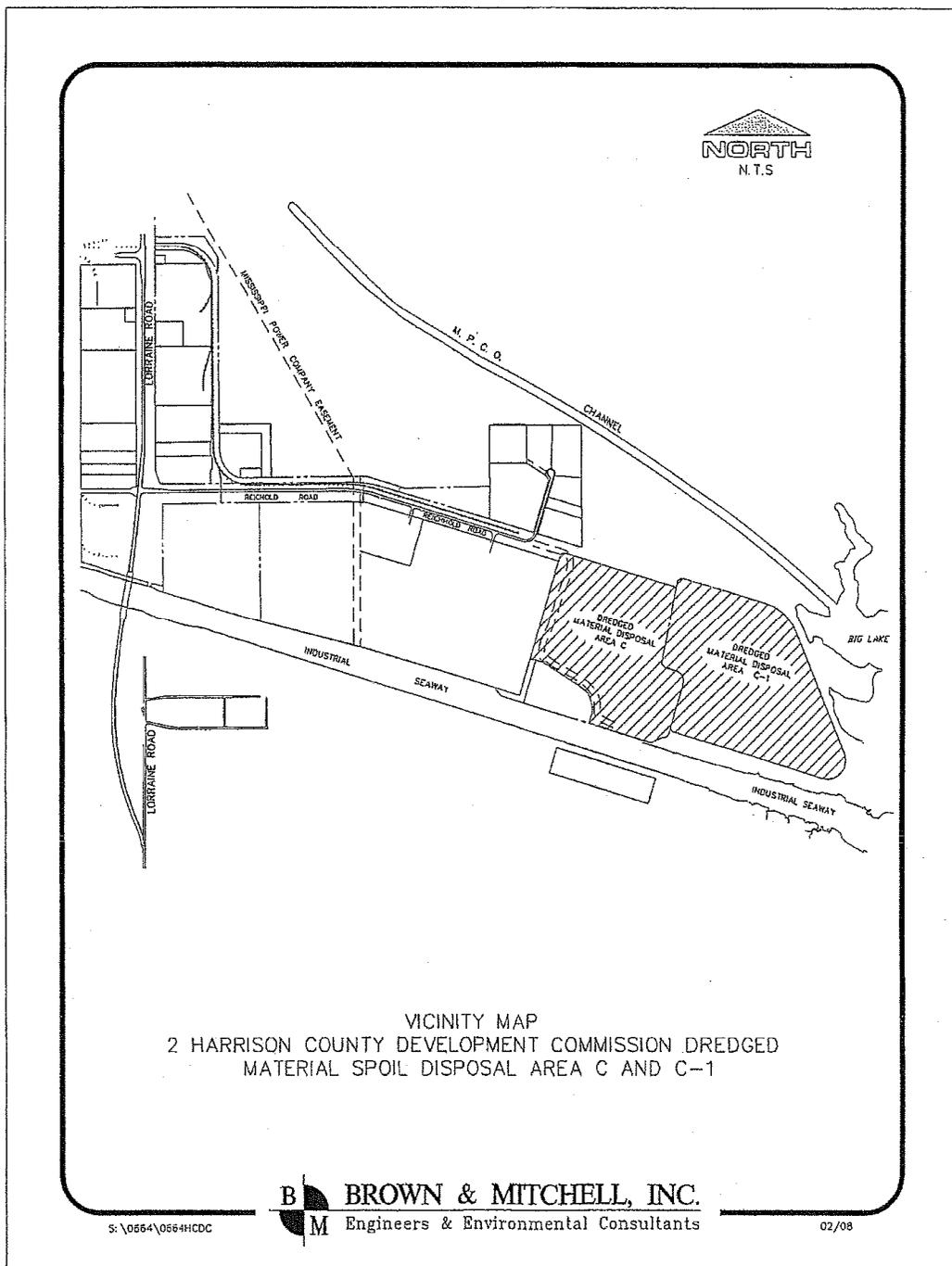


www.micromethodslab.com

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EXHIBIT "C"

**Conditions For The Use Of
Harrison County Development Commission
Dredge Material Disposal Area C & C-1**

1. A Contract or Letter of Agreement must be executed between the person causing the need for use of the area and the Harrison County Development Commission.
2. The Owner and Contractor will be allowed non-exclusive use of the area. Initial entry and setup in the area must be coordinated and approved by the Commission staff or consultant.
3. A right of entry / hold harmless agreement must be on file at the Commission office with a copy of the Contractor's insurance binder attached.
4. The access road into the site will be returned to its original condition at the end of the project. Any damage to it or loss of surface materials will be the responsibility of the Owner and the Contractor utilizing it. A map of the area is enclosed for your information.
5. The Contractor will be allowed to put a lock in "sequence" at the entry gate into the area. The Contractor's personnel are expected to keep this gate locked at all times. The Contractor will be responsible for security of his own equipment while on the site.
6. The Contractor will be charged a \$50.00 fine for each occurrence should the lock be out of "sequence" at the entry gate into the area causing hardship or inconvenience to any or all lessees, sub-contractors or County into said disposal area.
7. All dredged material disposed of into the site will be configured in such a manner that all drainage from this material will drain into the levee area. Absolutely no final disposal will be allowed outside of the levee system area.
8. Damage done to the erosion control vegetation on the levee will be restored at the end of the project. All areas outside the levee will be left in smooth uniform condition with a strong hearty vegetative cover upon it. Final inspection and approval by the Commission staff will be required before final acceptance of the project. Properly maintained storm water prevention measures are required to be in place at all times.

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9. Monthly estimates of disposal placed into the area shall be submitted to the Commission, and if agreed by both parties to be correct, payments shall be made to the Commission monthly for said quantity. Final quantities shall be determined by average end area cross section comprised of the difference of the pre-dredge and post-dredge cross section. Digital copies of both sets of sections shall be delivered to the Commission as soon as the field work is complete.
10. The disposal area is presently ditched for drainage purposes. Upon completion of disposal operations within the levee system, the ditches will be re-opened to allow for drainage and drying of the disposed material.
11. A minimum requirement to meet the environmental section of the contract shall be a composite sampling of the material to be placed into Harrison County Development Commission property analyzed for Total Heavy Metal Concentrations and Total Volatile and Semi-Volatile organic compounds*. The results of these tests shall be submitted to the Commission's Engineer prior to any material being deposited onto Harrison County Development property.

**The Owner and Contractor should note the United States Army Corps of Engineers may require additional testing as a part of their permit approval process.*

Upon discussion, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to approve the Harrison County Development Commission Dredge Disposal Contract, authorizing the Mayor and City Clerk to execute same, all as set forth above.

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

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Patrolman 1st Class Michael Burkett, PS-9-IV, effective January 1, 2010;
Patrol Sergeant Jason Case, PS-11-V, effective February 16, 2010;
Patrolman 1st Class Michael Gruich, PS-9-II, effective February 1, 2010;
Patrolman 1st Class Thomas Kent, PS-9-III, effective January 1, 2010;
Dispatch Supervisor Donna McArthur, PS-8-V, effective January 1, 2010;
Patrolman 1st Class Aloysius Neff, PS-9-IV, effective February 16, 2010;
Patrolman 1st Class Shawn Rogers, PS-9-II, effective February 1, 2010;
Administrative Detective Sergeant Kipper Thomas, PS-11-VII, January 16, 2010.

The December/2009 Revenue and Expense Budget Reports were acknowledged for the record.

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to approve the holiday schedule, as follows:

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HOLIDAY SCHEDULE *

2009

Wednesday, November 25th Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Thursday, November 26th
Friday, November 27th Closed-Thanksgiving Holidays

Wednesday, December 23rd Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Thursday, December 24th
Friday, December 25th Closed – Christmas Holidays

Thursday, December 31st Closed-(ALL administrative employees taking off MUST utilize leave or work their normal workday)

2010

Friday, January 1st Closed-New Years Day

Monday, January 18th Closed-Martin Luther King Day
Robert E. Lee Day

Monday, February 15th Closed-President's Day

Monday, April 26th Closed-Confederate Memorial Day

Monday, May 31st Closed-Memorial Day

Monday, July 5th Closed-Observe Independence Day

Monday, September 6th Closed-Labor Day

Thursday, November 11th Closed-Veteran's Day

Wednesday, November 24th Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Thursday, November 25th
Friday, November 26th Closed-Thanksgiving Holidays

Thursday, December 23rd Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Friday, December 24th
Monday, December 27th Closed-Christmas Holidays

Friday, December 31st Closed-Observe New Year's Holiday

*HOLIDAYS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH GOVERNOR'S PROCLAMATION

Job descriptions, Economic Development Director and City Planner, were held in abeyance for further consideration at the next regular meeting, February 2, 2010.

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to schedule a teleconference through Alderman Lishen, Friday, January 22, 2010, at 2:00 p.m., to interview Ms. Marcia Kruse for the position of School Board Trustee.

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An Attorney General's Opinion and Ethics Commission Opinion were discussed regarding appointments to the municipal school Board of Trustees. The opinions were for informational purposes only and no official action was required or taken.

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried directing Derrel Wilson, Project Manager, Utility Partners, LLC, to prepare cost estimates for the paving of Simmons Drive and to pursue funding through FEMA.

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve the rental agreement, Pitney Bowes, Inc., under Mississippi State Contract, as follows:

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RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

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

1. CUSTOMER ACCOUNT ESTABLISHMENT
 - A. A separate Vendor Customer Number will be required for each specific customer/installation location.
 - B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
 - C. A ship-to and/or installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
 - D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.
2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.
4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.
5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:
 - A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
 - B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements, and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
 - C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
 - D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
 - E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.
6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. PAYMENTS:
 - A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

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- B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
- A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters. (5) If Customer is paying for the maintenance services, any increase in cost for subsequent years shall be described in Attachment A and in no event shall the cost for same increase by more than seven percent (7%) per year.
- B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.
12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**
- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.
13. **ASSIGNMENT:**
- A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by vendor or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.
14. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.
15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

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16. **WAIVER:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.
17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against vendor by any entity that may result in litigation related in any way to this Agreement.
20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
21. **RECORD RETENTION AND ACCESS TO RECORDS:** Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) if either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.
28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

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

Witness my signature this the 12 day of Jan., 2010.

Vendor: PITNEY BOWES, INC
 By: B. Dougherty
 Authorized Signature
 Printed Name: Blake Dougherty
 Title: SASE

WITNESS:

Witness my signature this the 19th day of JANUARY, 2010.

State of Mississippi: City of Long Beach
 By: Rebecca E. Schraff
 Authorized Signature
 Printed Name: Rebecca E. Schraff
 Title: _____

WITNESS:

Michelle B. Membrath
Stan Dahl

**CITY CLERK
 CITY OF LONG BEACH
 PO BOX 929
 LONG BEACH, MS 39560**

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RENTAL AGREEMENT FOR USE BY MISSISSIPPI DEPARTMENTS AND VENDORS (Applicable to Equipment Rental Transactions)

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

Vendor Company Name: PITNEY BOWES, INC.

--	--	--	--	--	--	--	--	--	--

Agreement Number

Customer Information

<u>City of Long Beach</u>		
Customer Agency Name <u>Box 929 Long Beach</u>	City <u>MS</u>	State ZIP+4 <u>39560</u>
Billing address <u>645 Klondyke Rd</u>	City <u>Long Beach</u>	Billing CAN # <u>00270798887</u>
Billing contact name <u>645 Klondyke Rd</u>	Billing contact phone # <u>Long Beach</u>	Billing CAN # <u>MS 39560</u>
Installation address (if different from billing address) <u>645 Klondyke Rd</u>	City <u>Long Beach</u>	State ZIP+4 <u>MS 39560</u>
Installation contact name <u>645 Klondyke Rd</u>	Installation contact phone # <u>Long Beach</u>	Installation CAN # <u>53693381203</u>
Please note any special billing requirements here	Invoice attention of	Customer PO #

Your Business Needs

Quantity	Business Solution Description	Check items to be included in customer's payment
1	DM475 Mailing Sys	<input checked="" type="checkbox"/> Equipment Maintenance <small>Provides repair and maintenance service</small>
1	10 lb weighing	<input type="checkbox"/> Software Maintenance <small>Provides revision updates and technical assistance</small>
1	E-Return receipt Reference Number Feature	<input checked="" type="checkbox"/> Soft-Guard® Subscription <small>Provides postal and carrier updates</small>
4	ERR Ref number desktop package	<small>If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.</small>
1	Conf Services training	<input checked="" type="checkbox"/> IntelliLink™ Subscription/Meter Rental <small>Provides simplified billing and includes postage resets</small>
1	Barcode Scanner	<input checked="" type="checkbox"/> Confirmation Services <small>Electronic access to postal confirmation services</small>
		<input checked="" type="checkbox"/> Postage by Phone® PLUS <small>Receive an invoice for postage, consolidated billing, and enhanced management reporting information.</small>

Payment Plan

Number of Months	Monthly Amount
First <u>60</u>	<u>375</u>
Next	

Payments will be billed quarterly unless otherwise specified.

Acknowledgement

	
VENDOR SIGNATURE	CUSTOMER SIGNATURE

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UNITED STATES POSTAL SERVICE®		Bulk Proof of Delivery Application	
A. Program Information			
Bulk Proof of Delivery provides mailers the opportunity to receive proof of delivery (delivery record) information in bulk. Participation is limited to mailers who use a Mailer ID in their labels or in an electronic file. Mailers previously registered with the Postal Service may use their existing DUNS Number as their Mailer ID. Customers not previously registered with the Postal Service will be assigned a Mailer ID. Mailers must complete a certification process and/or authorization process to participate. See Pub. 80, <i>Bulk Proof of Delivery Program</i> , for general program details. See Pub. 91, <i>Confirmation Services Technical Guide</i> , for certification details. The company/mail owner (not a third-party designee) must complete this form. See Page 2 for instructions on completion. Please print or type when completing this form. (Please print or type)			
B. Mailer Information			
1. Company Name <i>City of Long Beach</i>		7. Today's Date <i>1-12-2010</i>	
2. Mailer ID (obtained from Postal Service)		8. Point of Contact <i>Charlene Stogner</i>	
3. Street Address (Number, street, suite, apt., etc.) <i>645 Klondyke Rd</i>		9. E-mail Address of Company Point of Contact <i>Charlene@cityoflongbeachms.com</i>	
4. City <i>Long Beach</i>		10. Telephone Number and Extension <i>228-863-1556</i>	
5. State <i>MS</i>	6. ZIP+4® <i>39560</i>	11. Fax Number/Vendor Software or Shipping System	
C. Delivery Preferences and Methods			
12. Delivery Preference <input checked="" type="checkbox"/> Send Records to Third-Party Designee <input type="checkbox"/> Send Records to Mailer		13. Electronic File Submission <input type="checkbox"/> Yes, by Mailer <input checked="" type="checkbox"/> Yes, by Third-Party Designee <input type="checkbox"/> No	
14. Are you currently certified to print your own labels or to send and/or receive files electronically with the Postal Service? <input type="checkbox"/> a. Yes, I am certified to print my own labels and/or send my own electronic files (if applicable). <input checked="" type="checkbox"/> b. No, a third-party designee prints my labels and/or sends my electronic files (if applicable). If you selected option 14b, or if you selected the third-party designee option in item 12, provide the information on your third-party designee below.			
<i>PITNEY BOWES</i> (Third-party Designee Company Name)		<i>203-460-9905</i> (Third-party Designee Fax Number)	<i>082133393</i> (Third-party Designee DUNS Number/Mailer ID*)
_____ (Third-party Contact Name)		_____ (Third-party Telephone Number)	
15. Mailers with more than one DUNS Number/Mailer ID or mailing location may wish to consolidate all proof of delivery records into one Signature Extract File or CD-ROM. If you are interested in this feature, please complete this section. Use an extra form/attachment if necessary. <input type="checkbox"/> I want records for the DUNS numbers/Mailer IDs listed below consolidated into the DUNS Number/Mailer ID listed in item 2 above:			
16a. Method of Record Delivery (EDI is not available at this time.) <input type="checkbox"/> CD-ROM <input checked="" type="checkbox"/> Signature Extract file (via File Transfer Protocol-FTP)		16b. Record Grouping: <input type="checkbox"/> Individual Records <input type="checkbox"/> Combined Records (default)	
17. Express Mail and/or Special Services (* - Users must pay additional fees for each record for the four services indicated - see Pub. 80 for details.) <input type="checkbox"/> Express Mail® (manifest mailers only) <input checked="" type="checkbox"/> *Certified Mail™ <input type="checkbox"/> *Insured Mail <input type="checkbox"/> Signature Confirmation™ Service <input type="checkbox"/> *COD Mail <input type="checkbox"/> *Registered Mail™			
18. Payment Methods (Select payment method a or b) For additional information, see instructions for item 18 on Page 2 of this form. <input checked="" type="checkbox"/> a. Pay at Mailing <input checked="" type="checkbox"/> Meter <input type="checkbox"/> PC Postage <input type="checkbox"/> b. Pay as Compiled <input type="checkbox"/> Credit Card (Must complete PS Form 5054, BPOD Payment Authorization)			
D. Application Submission Process			
19. Fax, scan or mail completed form to: CONFIRMATION SERVICES SUPPORT NATIONAL CUSTOMER SUPPORT CENTER UNITED STATES POSTAL SERVICE 6060 PRIMACY PARKWAY SUITE 201 MEMPHIS TN 38188-0001 Fax Number: 901-821-6244 DELIVERY.CONFIRMATION@USPS.GOV		Questions about completing this form? Call Confirmation Services Support at 877-264-9693, Option 1.	
		20. Notes/Comments: (Use an attachment if necessary.)	
		21. Requestor's Signature <i>Richard E. Stogner City Clerk</i>	
E. Completed by Postal Service Representative			
22. Name and Title	23. Phone Number and Extension	24. Area and District	

There came on for consideration a letter from Municipal Court Clerk Jane Marsland, as follows:

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Long Beach Municipal Court

P.O. Box 929
Long Beach, MS 39560
(228) 865-7840

Jane Marsland
Court Clerk

Bradley W. Rath
Municipal Court Judge

Donna Stephenson
Deputy Court Clerk

January 15, 2010

Rebecca Schruoff, City Clerk
City of Long Beach

Dear Becky:

Please place Long Beach Municipal Court's request to move our courtroom temporarily from the trailer behind the Police Department to the Senior Citizen/Recreation Department facility on the agenda for the next Mayor and Board of Aldermen meeting held on January 19, 2010.

Sincerely,



Jane Marsland
Court Clerk

The Mayor recognized Municipal Court Judge Bradley Rath to discuss relocating municipal court.

Upon discussion, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to temporarily relocate municipal court to the Recreation/Senior Citizen Facility, Daugherty Road, until the permanent facility is completed on Jeff Davis Avenue.

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The purchase of a warming unit for the Recreation/Senior Citizen Facility kitchen was taken under advisement for further consideration at a later date.

Discussion of parliamentary procedures was taken under advisement for further consideration at the next regular meeting, February 2, 2010.

The Resolution authorizing the Harrison County Tax Collector to settle tax collections directly to the school district was taken under advisement for further consideration at the next regular meeting, February 2, 2010.

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

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

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APPROVED:

Alderman Leonard G. Carrubba, Sr., At-Large

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk