

Minutes of September 3, 2013
Mayor and Board of Aldermen

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 3rd day of September, 2013, in the Long Beach City Hall, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the public hearing the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kelly Griffin, Ronnie Hammons, Jr., Alan Young, City Clerk Rebecca E. Schruuff and Attorney Russell Nobile.

Alderman Mark E. Lishen and City Attorney James C. Simpson, Jr., were absent the public hearing.

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

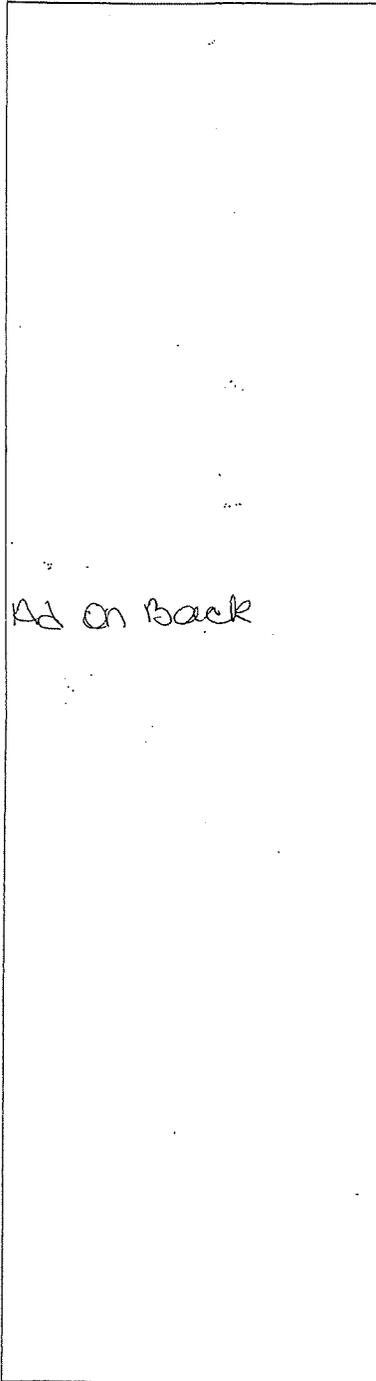
The public hearing to consider the proposed budget and proposed tax levies for the upcoming fiscal year was called to order.

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 July 16, 2013, 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, Mississippi, "Notice of Public Hearing", as evidenced by the Publisher's Proof of Publication.

Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

Minutes of September 3, 2013
Mayor and Board of Aldermen

PROOF OF PUBLICATION



Ad on Back

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 2 times in the following numbers and on the following dates of such paper, viz:

- Vol. 129 No., 323 dated 28 day of Aug, 20 13
- Vol. 129 No., 330 dated 29 day of Aug, 20 13
- 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.

Crista Laux
Clerk

Sworn to and subscribed before me this 29 day of Aug, A.D., 20 13



Handberg
Notary Public

Minutes of September 3, 2013
Mayor and Board of Aldermen

**NOTICE OF A PUBLIC HEARING
ON THE PROPOSED
BUDGET AND PROPOSED TAX
LEVIES FOR THE
UPCOMING FISCAL YEAR FOR
LONG BEACH, MISSISSIPPI**

The City of Long Beach, Mississippi, will hold a public hearing on its proposed budget and proposed tax levies for the fiscal year beginning October 1, 2013 and ending September 30, 2014, on Tuesday, September 3, 2013, at 5:00 o'clock p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, 39560.

The City of Long Beach is now operating with projected total budget revenue of \$9,586,297. (54.1%) or \$5,185,585 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$9,629,797. Of that amount, (54.5%) or \$5,245,629 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the ad valorem tax millage rate for fiscal year October 1, 2013 through September 30, 2014, means you will not pay more in ad valorem taxes on you home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of you property has increased for fiscal year October 1, 2013, through September 30, 2014.

Any citizen of the City of Long Beach, Mississippi, is invited to attend this public hearing on the proposed budget and tax levies for fiscal year beginning October 1, 2013, through September 30, 2014 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

In addition, said notice and copies of the proposed budget and tax levy were posted on the bulletin boards at City Hall, the Water Department and the Building Official's Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the City of Long Beach official website, www.cityoflongbeachms.com.

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The Mayor opened the floor for public comments and questions regarding the fiscal year 2013-2014 proposed budget and tax levy; no one came forward to be heard.

Minutes of September 3, 2013
Mayor and Board of Aldermen

* * *

It was noted for the record that the Mayor and Board of Aldermen would officially adopt the resolution fixing and levying ad valorem taxes during the course of the regularly scheduled meeting to be held immediately following the public hearing and that said regular meeting would be recessed to Tuesday, September 10, 2013, at 5:00 o'clock p.m. to adopt the fiscal year 2013-2014 municipal budget.

* * *

There being no further comments or discussion, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to close the public hearing.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in September, 2013, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

Alderman Mark E. Lishen and City Attorney James C. Simpson, Jr., were absent the meeting.

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

The meeting was called to order and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly and convened on March 5, 2013, 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, Mississippi; the Press-Register, City and County of Mobile, State of Alabama; and The Clarion-Ledger, Hinds County, State of Mississippi, Legal Notice, Advertisement for Bids, "Hurricane Isaac Repairs Long Beach Small Craft Harbor Fuel Facility", as evidenced by the Publishers' Proofs of Publication.

Minutes of September 3, 2013
Mayor and Board of Aldermen

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

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS FOR THE CITY OF LONG BEACH, MISSISSIPPI, WILL RECEIVE BIDS FOR HURRICANE ISAAC REPAIRS LONG BEACH SMALL CRAFT HARBOR HARBOR FUEL FACILITY at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date. Bids will then be publicly opened and read aloud at 10:00 A.M., August 20, 2013. Bids are invited for the furnishing of materials, labor and equipment to construct a complete functioning fuel and pump-out facility to service small craft at the Long Beach Small Craft Harbor. Contract Documents are on file at the Office of the City Clerk at City Hall, Long Beach, MS. The Documents may be obtained at the office of A. J. Garner, Russell & Associates, Inc., Consulting Engineers, 620 33rd Street (at Hayes Avenue), Gulfport, Mississippi 39507, upon payment of a \$100.00 non-refundable fee (payable to A. Garner, Russell & Associates, Inc.). A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi in an amount equal to five percent (5%) of the total bid for CITY OF LONG BEACH, LONG BEACH SMALL CRAFT HARBOR HURRICANE ISAAC REPAIRS HARBOR FUEL FACILITY shall be submitted with each bid.

For bids exceeding \$50,000, Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000". The City of Long Beach, Mississippi, reserves the right to consider the following (real) evaluation factors in addition to the contract price in determining the lowest and best bid: bidders' skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts and the quality of previous work, as well as his punctuality, ability, honesty and integrity. The City also reserves the right to reject any or all bids or to waive any informality(ies) in the bidding. This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated, Specifically, Mississippi Code of 1972, Section 31-5-37, (2012). All public works projects utilizing funds received by state or local governmental entities resulting from a federally related disaster or a project of national significance, including damages, penalties, fines or supplemental projects paid or financed by the federal government pursuant to a court order, negotiated settlement, or other instrument, including such fines and penalties, including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section. This law requires contractors submitting bids for public works projects utilizing special funding to submit the required Mississippi Department of Employment Security employment plan WITH THE BID. Failure to submit the MDES Employment Plan with the bid shall be cause for rejecting the respective bid. Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors. Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Authorized by Order of the Mayor and City Council, City of Long Beach, Mississippi, By SIBEBECA SCHRUFF Title CITY CLERK Publish: July 17 and 24, 2013 620880

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 2 times in the following numbers and on the following dates of such paper, viz:

- Vol. 129 No. 287 dated 17 day of July, 20 13
- Vol. 129 No. 294 dated 24 day of July, 20 13
- 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.

Crista Laux
Clerk

Sworn to and subscribed before me this 24 day of July, A.D., 20 13



Rebecca Schruff
Notary Public

Minutes of September 3, 2013
Mayor and Board of Aldermen

PRESS-REGISTER
LEGAL AFFIDAVIT

CITY OF LONG BEACH MISSISSIPPI
ATTN: ACCOUNTS PAYABLE
P.O. BOX 929
LONG BEACH, MS 39560

Press-Register

Name: CITY OF LONG BEACH
Account Number: 1057428
Ad Number: 0001951095

Sales Rep: Christine Bevins
251-219-5000
Billing Inquiries Please Call: (251) 219-5433

Date	Position	Description	P.O. Number	Ad Size	Total Cost
07/24/2013	Notice of bid	ADVERTISEMENT FOR BIDS City of Long Beach, Mississippi The City of Long Beach,	LONG BEACH : 689 WDS		475.55

Karen Blackard being sworn, says that she is bookkeeper of Press-Register which publishes a daily newspaper in the City and County of Mobile, State of Alabama: and attached notice appeared in the issue of

Press-Register 07/17, 07/24/2013

Karen Blackard
Sworn to and subscribed before me this 24th day of July 2013

Brandon W. Oost
NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CALL KAREN BLACKARD AT (251) 219-5413.
YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX:
LEGALS@PRESS-REGISTER.COM OR FAX# (251)
219-5037

ADVERTISEMENT FOR BIDS

The City of Long Beach, Mississippi, will receive bids for:

HURRICANE ISAAC REPAIRS
LONG BEACH SMALL CRAFT HARBOR
HARBOR FUEL FACILITY

at the Office of City Clerk, located at City Hall, 201 Jefferson Avenue, P.O. Box 929, Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date. Bids will then be publicly opened and read aloud at 10:00 A.M., August 20, 2013.

Bids are invited for the furnishing of materials, labor and equipment to construct a complete floating fuel and pumpout facility to service small craft at the Long Beach Small craft harbor.

Contract documents are on file at the Office of the City Clerk, at City Hall, Long Beach, MS. The documents may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, 200 33rd Street, at Hecus Avenue, Gulfport, Mississippi 39507, upon payment of a \$100.00 non-refundable fee payable to A. Garner Russell & Associates, Inc.

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds at par value, or a satisfactory bid bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi, in an amount equal to five percent (5%) of the total bid for CITY OF LONG BEACH, LONG BEACH SMALL CRAFT HARBOR HURRICANE ISAAC REPAIRS - HARBOR FUEL FACILITY shall be submitted with each bid.

For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly: "Bid does not exceed \$50,000."

The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidder's skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts and the quality of previous work, as well as his pecuniary ability, honesty, and integrity. The City also reserves the right to reject an, or all bidders or to waive any informality in the bidding.

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, annotated. Specifically, Mississippi Code of 1972, Section 31-5-27 (C)(2), "all public work projects utilizing funds received by state or local governmental entities resulting from a legally declared disaster or

a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument including under any law distributing such fines and penalties including the Federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revised Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section." This law requires contractors submitting bids for public work projects utilizing specified funding to submit the required Mississippi Department of Employment Security employment plan WITH THEIR BID. Failure to submit the MDES Employment Plan with the bid shall be cause for rejecting the respective bid.

Awarding public contracts to non-resident bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws, pertaining to such state's treatment of non-resident contractors.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and inspecting the qualifications of bidders, prior to awarding of the Contract.

Authorized by order of the Mayor and City Council, March 7, 2013.
City of Long Beach, Mississippi
By: S/REBECCA SCHUFF
Title: CITY CLERK

Press Register
July 17 and 24, 2013

Minutes of September 3, 2013
Mayor and Board of Aldermen

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

ADVERTISEMENT FOR
BIDS

City of Long Beach,
Mississippi
The City of Long Beach,
Mississippi, will receive bids
for:

HURRICANE ISAAC
REPAIRS
LONG BEACH SMALL
CRAFT HARBOR
HARBOR FUEL FACILITY

at the Office of City Clerk
located at City Hall, 201 Jeff
Davis Avenue, (P.O. Box
929), Long Beach, Mississippi,
39580, during
normal office hours at any
time prior to the designated
bid date. Bids will then be
publicly opened and read
aloud at 10:00 A.M., August
20, 2013.

Bids are invited for the
furnishing of materials,
labor, and equipment to
construct a complete
functioning fuel and pump-
out facility to service small
craft at the Long Beach
Small Craft Harbor.

Contact Documents are
on file at the Office of the
City Clerk, at City Hall,
Long Beach, MS. The
Documents may be
obtained at the office of A.
Gamer, Russell &
Associates, Inc., Consulting
Engineers, 520 33rd Street
(at Hewes Avenue),
Gulfport, Mississippi 39507,
upon payment of a \$100.00
non-refundable fee (payable
to A. Gamer, Russell &
Associates, Inc.).

A certified check of bank
draft payable to the order of
City of Long Beach,
Mississippi, negotiable U.S.
Government bonds (at par
value), or a satisfactory Bid
Bond, executed by the
Bidder and an acceptable
surety licensed under the
laws of the State of
Mississippi, in an amount
equal to five percent (5%)
of the total bid for CITY OF
LONG BEACH, LONG
BEACH, SMALL CRAFT
HARBOR, HURRICANE
ISAAC, REPAIRS.

HARBOR FUEL FACILITY
shall be submitted with
each bid.
For bids exceeding \$50,000,
Bidder must indicate his
Certificate of Responsibility
Number on outside of
sealed proposal as required
by Mississippi Law. For
bids not exceeding
\$50,000, Bidder must either
indicate his Certificate
Number or also write
clearly "Bid does not
exceed \$50,000."

The City of Long Beach,
Mississippi, reserves the
right to consider the
following relevant factors in
addition to the contract
price in determining the
lowest and best bid:
bidder's skill and business
reputation; his experience
and facilities for carrying
out the contract; his
previous conduct under
bids; contracts; and the
quality of previous work, as
well as his pecuniary ability,
honesty, and integrity. The
City also reserves the right
to reject any or all bids or to
waive any informality in
the bidding.

This procurement will be
subject to all applicable
sections of the Mississippi
Code of 1972, Annotated,
Specifically, Mississippi
Code of 1972, Section 31-
37 (2012). All public works
projects utilizing funds
received by state or local
governmental entities
resulting from a federally
declared disaster of a spill
of national significance,
including damages,
penalties, fines or
supplemental projects paid
or financed by responsible
parties pursuant to a court
order, negotiated
settlement, or other
instrument, including under
any law distributing such
fines and penalties
including the federal
Resources and Ecosystems
Sustainability, Tourist
Opportunities and Revived
Economy of the Gulf Coast
Act of 2011
(R.E.S.T.O.R.E.), the Oil
Pollution Act of 1990 or the
Federal Water Pollution
Control Act or similar
legislation, shall be subject
to the following policies
established by this section:
This law requires
contractors submitting bids
for public works projects
utilizing specified funding to
submit the required
Mississippi Department of
Employment Security
employment plan WITH
THEIR BIDS. Failure to
submit the MDES
Employment Plan with the
bid shall be cause for
rejecting the respective bid.

Awarding public contracts to
non-resident bidders will be
on the same basis as the
non-resident bidder's state
wards contracts to
Mississippi Contractors
bidding under similar
circumstances, in order to
ensure that Mississippi's so-
called Golden Rule is
followed, state law requires
a non-resident bidder to
attach to his bid a copy of
his resident state's current
laws pertaining to such
state's treatment of non-
resident contractors.

Bids may be held by the
City of Long Beach,
Mississippi, for a period not
to exceed ninety (90) days
from the date of the
opening of bids for the
purpose of reviewing the
bids and investigating the
qualifications of Bidders,
prior to awarding of the
Contract.

Authorized by order of the
Mayor and City Council,
March 5, 2013.

City of Long Beach,
Mississippi

By S/REBECCA
SCHRUFF

Title CITY CLERK

Published: July 17 and 24,
2013

200045292-01

PERSONALLY appeared before me, the undersigned notary
public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a
newspaper as defined and prescribed in Sections 13-3-31
and 13-3-32, of the Mississippi Code of 1972, as amended,
who, being duly sworn, states that the notice, a true copy of
which is hereto attached, appeared in the issues of said
newspaper as follows:

7/17/2013
7/24/2013

Size: 802 words / 1.00 col. x 201.00 lines
Published: 2 time(s)
Total: \$188.44

Signed Ann Middleke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/24/2013.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



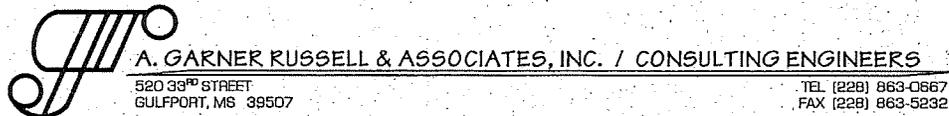
The Clerk further reported that two (2) bids were properly filed, publicly opened
and read aloud, August 27, 2013, at 10:00 a.m., City Hall Meeting Room, 201 Jeff Davis
Avenue, Long Beach, Mississippi, by City Clerk Rebecca E. Schruuff and Project Engineer
David Ball; bid representatives were also in attendance. Said bids were as follows:

Cobb Environmental & Technical Services, Inc.
P.O. Box 1602
Tupelo, Mississippi 38802-1602
Bid Amount: \$136,969.11

Minutes of September 3, 2013
Mayor and Board of Aldermen

Twin L Construction, Inc.
8292 Firetower Road
Pass Christian, Mississippi 39571
Bid Amount: \$154,489.00

Said bids were taken under advisement for review and tabulation with a recommendation from Mr. Ball, as follows:



August 29, 2013

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

**RE: Hurricane Isaac – Fuel Facility Repairs
Long Beach Smallcraft Harbor**

Ladies and Gentlemen:

The City received bids for the performance of the referenced project on August 27, 2013, and a certified Bid Tabulation is attached. We received two bids for the work; the low bid was provided by Cobb Environmental of Tupelo, MS. We have attached a copy of the references which Cobb provided with their bid. Based on the above, we recommend award of the referenced contract to them in the amount of their bid, \$136,969.11.

Sincerely,



David Ball, P.E.

DB:1980
Enclosure

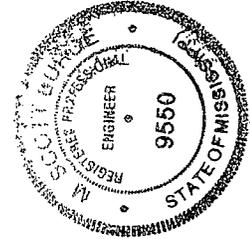
Minutes of September 3, 2013
 Mayor and Board of Aldermen

Page 1 of 1

TABULATION OF BIDS
 CITY OF LONG BEACH
 HURRICANE ISAAC REPAIRS
 LONG BEACH SMALLCRAFT HARBOR
 HARBOR FUEL FACILITY
 August 27, 2013

CONTRACTORS BIDDING:

Certificate of Responsibility No.?		Cobb Environmental & Technical Services, Inc.		Twin L. Construction, Inc.
Acknowledgement of Addendum No. 1:		11666-MC	08365-MC	
Acknowledgement of Addendum No. 2:		Yes	Yes	
Debarment/Non-Collusion Certification:		Yes	Yes	
MDES Form:		Yes	Yes	
Bid Bond?		Yes	Yes	
BID SCHEDULE NO. 1 (FEMA PW #LBGRO20)				
	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE EXTENSION
401-A	1 L.S.	\$118,390.00	\$118,390.00	\$131,989.00
401-B	1 L.S.	\$15,297.11	\$15,297.11	\$7,500.00
			\$133,687.11	\$139,489.00
BID SCHEDULE NO. 2 (B.I.G. PROGRAM)				
301-A	1 L.S.	\$3,282.00	\$3,282.00	\$15,000.00
			\$3,282.00	\$15,000.00
TOTAL BID (BID SCHEDULE NO. 1 + BID SCHEDULE NO. 2)			\$136,969.11	\$154,489.00



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.

M. Scott Burge
 M. Scott Burge, P.E.
 Cert. No. 9550
 August 27, 2013

Minutes of September 3, 2013
Mayor and Board of Aldermen

21. REFERENCES

Project 1: Small Craft Harbor Fueling Facility, 679 Beach Blvd, Biloxi, MS 39530
Owner: City of Biloxi, The Honorable Mayor A. J. Holloway
Address: P. O. Box 429, Biloxi, MS 39533
Phone: 228-435-6254

Designer: Compton Engineering, Mr. James Foster
Address: 156 Nixon St., Biloxi, MS 39530
Phone: 228-432-2133

Description of Work: Remove and Replace Tanks

Overall Project Cost: \$590,813.19

Project 2: Sam's Club #4850 Fueling Station, 7601 N 10th St, McAllen, TX 78504
Owner: Wal-Mart Stores, Inc.
Address: 2001 SE 10th St., Bentonville AR 72712-6489
Phone: 479-277-9895 Mr. Mark Helms

Designer: Raymond Harris & Associates
Address: 211 North Record Street, Suite #222, Dallas, TX 75202
Phone: 214-749-0626

Description of Work: Ground-up Fueling Station

Overall Project Cost: \$420,606.91

Project 3: UMCC Fueling Facility, 2500 North State St., Jackson, MS 39216
Owner: University of Mississippi Medical Center
Address: 2500 North State St., Jackson, MS 39216
Phone: 601-984-1000

Designer: Eldridge and Associates, Mr. Mike Seawright
Address: P. O. Box 1179, Clinton, MS 39060
Phone: 601-925-5258

Description of Work: Fuel Tank Storage System Relocation

Overall Project Cost: \$255,851.00

Based upon the recommendation of Mr. Ball, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to award the contract, Hurricane Isaac Repairs, Long Beach Smallcraft Harbor Fuel Facility to the lowest and best bidder, Cobb Environmental & Technical Services, Inc., in the amount of \$136,969.11, all as set forth above.

There were no announcements, presentations, proclamations, or amendments to the Municipal Docket.

Minutes of September 3, 2013
 Mayor and Board of Aldermen

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

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY		
<p>NOTE: All comments <u>shall</u> be directed to the Chairman (Mayor). Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions <u>will not</u> be permitted. Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person. Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.</p>		
PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1 Kendra Case 107 Oak View	7(3)	Health issues
2 THOMAS FRANTZ 103 OAK VIEW	7(3)	
3 Linda Perawich		Pink Heart Funds
4 Robert E. Kennedy	7(3)	HEALTH ISSUES
5		
6		
7		
8		
9		
10		

Walk of Hope

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

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

Alderman Ponthieux made motion seconded by Alderman Young and unanimously carried to approve the regular meeting and executive session minutes of the Mayor and Board of Aldermen dated August 20, 2013, as submitted.

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Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated August 22, 2013, as submitted.

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims number 090313.

The Mayor reported that the promoters of the Christmas Toy Drive Event requested permission to utilize the Town Green to collect toy donations several evenings during the week of Cruisin' the Coast®. Except for Monday during the kick-off parade and Thursday during the Long Beach Live Concert, they intend to set up speakers and play music in the Town Green.

After considerable discussion, Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to approve the request as stated above.

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

- EMT Education Pay, Driver Operator, Jared Bolton, effective October 1, 2013;
- EMT Education Pay, Lieutenant George Byrd, effective October 1, 2013;
- EMT Education Pay, Firefighter 1st Class Chase Hendry, effective October 1, 2013;
- EMT Education Pay, Battalion Chief Pete McGoey, effective October 1, 2013;
- EMT Education Pay, Firefighter 1st Class Johnathan Malley, effective October 1, 2013;
- EMT Education Pay, Firefighter 1st Class Grady Holder, Jr., effective October 1, 2013;
- Promotion Driver/Operator Richard LeNormand, FS-10-II, effective October 1, 2013;
- Promotion Driver/Operator Johnathan Malley, FS-10-V, effective October 1, 2013;
- Promotion Driver/Operator Josh Yarbrough, FS-10-IV, effective October 1, 2013;

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Alderman Hammons made motion seconded by Alderman Ponthieux and unanimously carried to approve the Interlocal Agreement – Housing of Long Beach Prisoners, as follows:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE BOARD OF SUPERVISORS OF STONE COUNTY, MISSISSIPPI,
THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI,
AND THE CITY OF LONG BEACH, MISSISSIPPI, FOR THE
HOUSING OF LONG BEACH PRISONERS AT THE
STONE COUNTY REGIONAL CORRECTIONAL FACILITY**

WHEREAS, STONE COUNTY, MISSISSIPPI, through its SHERIFF and BOARD OF SUPERVISORS OF STONE COUNTY, MISSISSIPPI, HARRISON COUNTY, MISSISSIPPI, through its SHERIFF and BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, and the CITY OF LONG BEACH, MISSISSIPPI, desire to enter into an Interlocal governmental Cooperation Agreement as provided by 17-13-1, et, seq., Mississippi Code of 1972 Annotated; and

WHEREAS, the purpose of this Agreement is to provide that Stone County will, during the term hereof and under the conditions set forth in this Agreement, acting through its Sheriff, provide housing at the Stone County Regional Correctional Facility and any needed medical treatment, for Long Beach misdemeanor prisoners, upon payment of certain fees by Harrison County and Long Beach under the terms and conditions set forth in this Agreement; and

WHEREAS, this Interlocal Agreement is necessary due to the fact that the Harrison County Adult Detention Center is in need of additional inmate housing and that Stone County is ready willing and able to provide the necessary shelter for Long Beach's prisoners in order to protect the citizens of Harrison County and Stone County from said prisoners.

WHEREAS, there will be no separate or legal or administrative entity created hereby; but

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the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi, Stone County, Mississippi, and the City of Long Beach, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in corrections and law enforcement at minimum cost to the taxpayers.

NOW, THEREFORE, BE IT RESOLVED BY, STONE COUNTY, MISSISSIPPI, by and through its Sheriff and Board of Supervisors (hereinafter referred to as "STONE"), HARRISON COUNTY, MISSISSIPPI, by and through its Sheriff and Board of Supervisors (hereinafter referred to as "HARRISON"), and THE CITY OF LONG BEACH, by and through its Mayor and City Council (hereinafter referred to as "LONG BEACH"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-7(1), Mississippi Code of 1972 annotated, and subject to the approval of the Attorney General of the State of Mississippi; STONE, HARRISON, AND Long Beach agree as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by STONE COUNTY, under the direction of its Sheriff and Board of Supervisors, HARRISON COUNTY, under the direction of its Sheriff and Board of Supervisors, and LONG BEACH, under the direction of its Mayor and City Council. There will be no administrative fee assessed to any party.

SECTION 2: CITY OF LONG BEACH PRISONERS

STONE COUNTY, HARRISON COUNTY, AND LONG BEACH recognize that under

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Section 135 of the Mississippi Constitution and 19-25-1, et. seq., Miss. Code Annotated 1972, as Amended, the Sheriffs of STONE and HARRISON are the chief law enforcement officers of their respective Counties, with criminal jurisdiction and civil process jurisdiction throughout each respective County, both in the unincorporated areas and in the incorporated areas. STONE, HARRISON, AND LONG BEACH recognize that pursuant to Miss. Code Ann. § 47-1-39, a municipality may contract with the Board of Supervisors for the housing of municipal prisoners.

STONE, HARRISON, and LONG BEACH agree that by the execution of this Agreement, the parties agree to the following:

- a) Upon request of either LONG BEACH or the SHERIFF OF HARRISON COUNTY, STONE will provide jail facilities, shelter, food, and medical treatment for Long Beach prisoners to be housed at the Stone County Regional Correctional Facility, located at 1420 Industrial Park, in Wiggins, Mississippi, provided the prisoners can be housed in a dormitory type housing unit. The Harrison County Sheriff shall be responsible for transporting the Long Beach Prisoners from Long Beach to Stone County for incarceration at the Stone County Regional Correctional Facility. Stone County has the absolute and unconditional right to refuse to accept for housing or to continue to house any prisoner after acceptance. If a prisoner is rejected by Stone County, Long Beach will pick up the prisoner immediately for removal.
- b) Stone County agrees to provide all Long Beach Prisoners the necessary medical and dental care to the extent that it can be provided at the Stone County Regional Correctional Facility. If a prisoner needs medical or dental care, other than what is provided at the Stone County Regional Correctional Facility, the inmate shall be

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transported to the nearest doctor and/or hospital. Regardless if medical or dental care is provided by a physician at the Stone County Regional Correctional Facility or is provided outside the facility, then Long Beach shall be responsible for those hospital, doctor, medical, dental, prescription costs/bills and other medical providers charges incurred by and on behalf of the Long Beach Prisoners which are reasonable and necessary (as opposed to routine) as governed by Miss. Ann. Code §§ 47-1-57 and 47-1-59 and will be billed as provided in Section 3. With the exception of medical emergencies, the Stone County Regional Correctional Facility shall notify Sheriff Brisolara or his designated representative and obtain prior approval for the Long Beach Prisoner to see a physician for treatment. Additionally, despite the fact Long Beach did not authorize any medical care rendered, it will still be the responsibility of Long Beach to pay all medical and/or physician bills and expenses and Long Beach and Harrison will be billed in accordance with Section 3.

- c) Other than the initial transport of the Long Beach Prisoner to the Stone County Regional Correctional Facility for housing, which will be provided by the Harrison County Sheriff, the City of Long Beach Police Department shall provide transportation for the Long Beach prisoners housed in the Stone County Regional Correctional Facility to go to court, hospitals, doctors office visits, psychological testing and evaluations and for all other purposes.
- d) If emergency conditions require Stone County to transport Long Beach prisoners for emergency medical services that can not be rendered at the Stone County Regional Correctional Facility, then Long Beach will reimburse Stone County for all

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- reasonable actual transport expenses until the Stone County transport officer is relieved by a Long Beach police officer or is released on an own recognizance bond.
- e) In cases of emergency, be it medical or other, the Stone County Correctional Facility staff will comply with State and Federal law in protecting the health and well being of the inmates. Should the medical staff at the facility feel that immediate attention is needed for any Long Beach prisoner, and waiting for Long Beach Police Department to come and make the transport would further jeopardize the health of the prisoner, then the transport will be made by ambulance or a facility vehicle and Long Beach Police Department will reimburse Stone County for their expenses. Despite the fact that Long Beach Police Department did not authorize the transport, it will still be the responsibility of the Long Beach Police Department to pay all costs for the transport, and the expenses of providing security until the Long Beach Police Department can begin providing the necessary security.
 - f) The Long Beach Police Department and/or the Harrison County Sheriff's Department shall notify the Stone County Regional Correctional Facility each day of prisoners that will be picked up and delivered, and a receipt will be signed for the prisoners who are picked up.
 - g) Stone County shall send by fax to the Sheriff of Harrison County each week the number of spaces available for further inmate housing.
 - h) At the time of transfer, any balance on an inmate's canteen account will be transferred to the Stone County Regional Correctional Facility canteen account.
 - i) Stone County shall be solely responsible for complying with state and federal laws

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in treatment, protection, and maintaining the health and well being of the prisoners in its custody.

- j) By execution of this Contract, all parties acknowledge that Long Beach and Harrison do not assume any liability for the operation of the Stone County Regional Correctional Facility by Stone County or Stone County Sheriff's Department with respect to any claims that anyone may have, which arise solely out of the operation of the Stone County Regional Correctional Facility, rather than as a result of some action or inaction on the part of Long Beach or Harrison or their agents, servants or employees.
- k) The contact person at the Harrison County Adult Detention Center is Sheriff Melvin Brisolara and Chief Deputy Landon Phillips.

**SECTION 3: COST OF HOUSING AND PROVIDING NECESSARY SERVICES TO
LONG BEACH PRISONERS AT STONE COUNTY**

It is agreed that Long Beach will pay all dental, medical, doctor, nursing, prescription costs and other medical costs and expenses of taking care of the prisoners, including providing guards and security when prisoners are confined to a hospital or other medical facility or institution.

Long Beach agrees to pay the sum of \$25.00 per day, per each Long Beach prisoner incarcerated at the Stone County Regional Correctional Facility. This charge of Twenty-five Dollars (\$25.00) per day includes food and shelter for said prisoner, and medical and dental care that is provided at the Stone County Regional Correctional Facility, with the exception of physician assessments which will be \$40.00 per each physician visit. Long Beach is responsible for the charge of Twenty-five Dollars (\$25.00) per day, per prisoner from the time that the prisoner is received by

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the Stone County Regional Correctional Facility until either released, or picked up by the Mississippi Department of Corrections or some other law enforcement, or is bound over for action by the Grand Jury and/or waives indictment. Long Beach is also responsible for the \$40.00 per each physician visit that a Long Beach Prisoner is assessed and/or treated by a physician.

Stone shall render to Harrison a monthly statement for all costs and expenses incurred for the housing and care of the Long Beach Prisoner, which includes, but is not limited to, all hospital, doctor, medical, dental, prescription costs/bills, and other medical providers' charges and the Twenty-five (\$25.00) charge per each Long Beach Prisoner, and Harrison shall remit the full amount due to Stone within thirty (30) days of receipt. Harrison County will then in turn bill Long Beach for reimbursement of these charges. Long Beach shall reimburse Harrison County, on a monthly basis and within thirty (30) days of receipt of the statement, for the full amount paid by Harrison to Stone for the housing and care of Long Beach Prisoners.

For purposes of this Agreement, the term "Long Beach prisoner" is defined as any individual who is incarcerated pursuant to an arrest by the City of Long Beach police officers upon a misdemeanor charge or upon a felony charge where the alleged offense occurred within the corporate limits of the City of Long Beach pending the filing of a Court Order binding the arrested defendant over for action by Grand Jury. The \$25.00 rate per day shall continue so long as the Long Beach prisoner remains incarcerated at the Stone County Correctional Facility, or until such time as the Long Beach prisoner is bound over for action by the Grand Jury and/or waives indictment. Provided, however, Long Beach Prisoner sentenced to serve a jail term by the Municipal Court of Long Beach shall continue to be the responsibility of Long Beach, Long Beach shall be responsible for payment of the Twenty-five (\$25.00) per day per Long Beach Prisoner and for medical as provided in this

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Section. Such responsibility shall continue during such jail term.

SECTION 4: FINANCING

The parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing staffing, supplying, or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 5: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a Joint Board.

SECTION 6: TITLE TO REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by HARRISON COUNTY, or purchased by HARRISON COUNTY pursuant to this Agreement shall remain the property of HARRISON COUNTY; all real and personal property owned or purchased by STONE pursuant to this Agreement shall remain the property of STONE COUNTY upon the termination of this Agreement.

SECTION 7: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

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SECTION 8: SEVERABILITY

If any part, term, or provision of this Agreement ever be held illegal, unenforceable, or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION 9: TERM OF AGREEMENT

This Agreement shall become effective when approved by the Attorney General for the State of Mississippi, and filed with the State Auditor and Secretary of State, and shall be in effect for a period of one (1) year from the effective date of this agreement. Thereafter, upon written request of any party and approval by all parties, this Contract may be ratified and approved for one (1) year periods, or until terminated by either party upon thirty (30) days notice. This agreement shall be subject to ratification of the future governing authorities of both parties. This agreement may be unilaterally terminated by any party by giving thirty (30) days written notice to the other parties.

SECTION 10: AMENDMENT

This Agreement may be amended, altered, or changed upon the written agreement of all parties, provided such amendment is approved by the Attorney General of the State of Mississippi, pursuant to Mississippi Code Annotated § 17-13-1, et seq., as amended.

SECTION 11: APPROVAL BY ATTORNEY GENERAL

STONE COUNTY, HARRISON COUNTY, and LONG BEACH direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. Should the Attorney General fail to approve any section of the services listed herein, the governing authorities of STONE COUNTY, HARRISON COUNTY, and LONG BEACH will be required to adopt a newly drafted agreement, unless

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otherwise stated by the Attorney General.

The Clerks of STONE COUNTY, HARRISON COUNTY, and LONG BEACH shall spread this Agreement upon the minutes of the respective governing authorities and shall, upon receipt of the approval or rejection of said Attorney General, spread said approval or rejection upon the minutes, noting in the minute book where the Attorney General's approval or disapproval may be found. The Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, after being recorded in the Office of the Secretary of State and a copy of same filed with the Chancery Clerks of Stone County, Mississippi and Harrison County, Mississippi.

SECTION 12: JOINDER AGREEMENT BY SHERIFFS OF STONE AND HARRISON

STONE COUNTY and HARRISON COUNTY recognize that the services provided herein require the approval and cooperation of their Sheriffs, who have constitutional or statutory powers of control of the services to be provided hereunder. Therefore, as a condition precedent to this Agreement, the Sheriffs of STONE and HARRISON have approved this Agreement and joins herein as signature parties, giving their approval and consent to all matters contained within this Agreement which may be under their jurisdiction or subject to their independent authority and powers.

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IN WITNESS WHEREOF, I, PRESIDENT OF THE BOARD OF SUPERVISORS OF STONE COUNTY, MISSISSIPPI, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement fully ascribing to the terms thereof for and on behalf of Stone County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the ____ day of _____, 2013.

BOARD OF SUPERVISORS OF
STONE COUNTY, MISSISSIPPI

President

ATTEST:

County Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

Attorney for Stone County, Mississippi

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT:

Sheriff Mike Farmer, Stone County, Mississippi

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IN WITNESS WHEREOF, I, PRESIDENT OF THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the ___ day of _____, 2013.

**BOARD OF SUPERVISORS OF
HARRISON COUNTY, MISSISSIPPI**

President

ATTEST:

County Clerk

**I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT AS TO FORM:**

Attorney for Harrison County, Mississippi

**I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT:**

Sheriff Melvin Brisolara, Harrison County, Mississippi

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IN WITNESS WHEREOF, I, WILLIAM SKELLIE, JR., Mayor of the City of Long Beach, Mississippi, the officer duly authorized in the premises by Resolution of the City Council of the City of Long Beach, Mississippi, do hereby set and subscribe my signature on behalf of the City of Long Beach, Mississippi, to the foregoing Interlocal Governmental Cooperation Agreement fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a fully constituted session.

WITNESS MY SIGNATURE this, the 3rd day of September 2013.

William Skellie, Jr.
William Skellie, Jr., Mayor
City of Long Beach, Mississippi

ATTEST:
[Signature]
City Clerk



I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

[Signature]
Attorney for the City of Long Beach, Mississippi

Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried to approve the Contract for Housing Inmates, as follows:

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONTRACT FOR HOUSING INMATES- CITY OF LONG BEACH

WHEREAS, Harrison County Mississippi, by and through the Harrison County Board of Supervisors, (herinafter "the County"), has heretofore provided jail facilities for all County Prisoners, including the prisoners of the City of Long Beach (hereinafter "Long Beach"); and,

WHEREAS, the County and Long Beach's representatives have agreed on the amount to be paid for the incarceration of prisoners from Long Beach; the method of computing the amount owed; the responsibility for transporting prisoners from the Harrison County Adult Detention Center (hereinafter "HCADC") to the Courthouse; and the responsibility for payment of hospital, doctor, medical, dental, and medical costs incurred by the Long Beach Prisoners while incarcerated; and medication costs; and the method of payment for these costs; and

WHEREAS, the parties now desire to set forth their respective duties and obligations for the incarceration of Long Beach Prisoners in the HCADC in this formal Contract.

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants, promises, and agreements, the County, through its Board of Supervisors and Long Beach, through its representative, the Mayor and City Council, agree as follows:

SECTION I. Effective upon the final signature of all parties to this Contract, Long Beach shall pay the County the sum of Twenty-five Dollars (\$25.00) per qualifying day per each Long Beach Prisoner incarcerated in the HCADC, as set out in this agreement, this charge of Twenty-five Dollars (\$25.00) per day includes all medical and dental care given to the prisoner where the treatment is provided at the HCADC.

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For the purposes of this Contract, the term "Long Beach Prisoner" is defined as any individual who is incarcerated in the HCADC located at 10451 Larkin Smith Drive, Gulfport, MS 39503, and/or in any correctional facility designated by the Sheriff pursuant to an arrest by City of Long Beach Police Officers upon a misdemeanor charge or upon a felony charge where the alleged offense occurred within the corporate limits of the City of Long Beach pending the filing of a Court Order binding the arrested defendant over for action by the Grand Jury or the arrested defendant waives indictment.

For the purposes of this Contract, the "per day" charge shall be assessed as follows:

- I) a minimum of one day shall be charged for all Long Beach Prisoners booked into the HCADC regardless of the length of their stay in the HCADC; and
- II) a daily charge shall be assessed for each Long Beach Prisoner according to the "head count" taken at 12 noon each day; provided however, that a Long Beach Prisoner booked into the HCADC prior to 12 midnight shall be deemed to have his/her second daily assessment beginning at the following noon head count [example: booked in at 11 p.m. January 1 and booked out at 1 p.m. January 2 is two days], and a Long Beach Prisoner booked into HCADC after 12 midnight shall be deemed to have his/her first daily assessment as beginning at the following noon head count [example: booked in at 1 a.m. January 1 and booked out at 11 a.m. January 2 is one day].

This payment for each Long Beach Prisoner shall continue so long as the Long Beach Prisoner remains incarcerated in the HCADC or at any other correctional facility as designated by the Sheriff, or until such time as the Long Beach Prisoner is bound over for action by the Grand Jury

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and/or waives indictment. Provided, however, Long Beach Prisoners sentenced to serve a jail term by its Municipal Court, shall continue to be the responsibility of Long Beach, and the Twenty-five Dollars (\$25.00) charge per day per Long Beach Prisoner shall continue during such jail term.

SECTION II. Long Beach shall be responsible for transporting Long Beach Prisoners for incarceration to the HCADC located at 10451 Larkin Smith Drive, Gulfport, MS 39503, and/or such satellite facility as may, from time to time, be designated by the Sheriff.

Long Beach shall be responsible for the transportation of the Long Beach Prisoners to and from HCADC and doctor/dental offices, medical facilities and/or hospitals as may, from time to time be required, subject to the provisions of Section III. Should the medical staff at the facility reasonably find and determine based on stated exigent circumstances then existing that immediate attention is needed for any Long Beach prisoner, and waiting for Long Beach Police Department to come and make the transport would further jeopardize the health of the prisoner, then the transport will be made by ambulance or a facility vehicle and Long Beach Police Department will reimburse Harrison County for their expenses. Despite the fact that Long Beach Police Department did not authorize the transport, it will still be the responsibility of the Long Beach Police Department to pay all costs for the transport, and the expenses of providing security until the Long Beach Police Department can begin providing the necessary security.

Long Beach shall be responsible for the transportation of prisoners from the Jail to all Courts as may, from time to time, be ordered by the appropriate Judge and/or Judges, as long as the prisoner remains a city prisoner.

SECTION III. If a prisoner needs medical care other than what is provided at the HCADC, then Long Beach shall pay those hospital, doctor, medical, dental, prescription costs/bills

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and other medical provider's charges incurred by and on behalf of the Long Beach Prisoner, which are reasonable and necessary (as opposed to routine) as governed by Miss. Code Ann. §§ 47-1-57 and 47-1-59 (1972).

All such charges shall be paid within thirty (30) days upon billing to Long Beach by the County, and/or upon billing by or on behalf of any medical care provider.

The payment for such medical charges shall continue so long as the Long Beach Prisoner remains incarcerated in the HCADC or other correctional facility, or until such time as the Long Beach Prisoner is bound over by action of the Grand Jury and/or waives indictment. Provided, however, Long Beach Prisoners sentenced to serve a jail term by the Municipal Court of Long Beach shall continue to be the responsibility of Long Beach, and Long Beach shall be responsible for payment of Twenty-five Dollars (\$25.00) per day per Long Beach Prisoner and for medical as provided in this section. Such responsibility shall continue during such jail term.

By execution of this Contract, the County acknowledges that Long Beach does not assume any liability for the operation of the HCADC and any satellite facility thereof operated by the County or Harrison County Sheriff's Department with respect to any claims that anyone may have, which arise solely out of the operation of the HCADC, rather than as a result of some action or inaction on the part of Long Beach or its agents, servants or employees.

SECTION IV. The County shall render a monthly statement for all charges to Long Beach on or before the 20th day of the next subsequent month and Long Beach shall remit the full amount due to the County within thirty (30) days of receipt of same.

SECTION V. If the Sheriff of Harrison County determines that there is not adequate space at the HCADC for Long Beach Prisoners, the Sheriff has the absolute unconditional right

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to refuse to accept for housing or continue to house any Long Beach Prisoner after acceptance. If a prisoner is rejected by the Sheriff of Harrison County, Long Beach shall pick up their prisoner for immediate removal.

SECTION VI. The parties agree that the Sheriff of Harrison County is permitted to re-locate Long Beach Prisoners to the Stone County Regional Correctional Facility or any other facility to which an existing interlocal cooperation agreement exists between Harrison County, the City of Long Beach and the other entity. Upon relocation of a Long Beach Prisoner to a different facility, including, but not limited to Stone County Regional Correctional Facility, the parties agree that all further housing, meals, and medical treatment and expenses will be governed by the existing interlocal agreement with the other entity and not this Contract. If the prisoners are relocated to another facility, the prisoners still remain "Long Beach Prisoners" and Long Beach is responsible for payment according to the terms of the aforementioned interlocal cooperation agreement between Harrison County, the City of Long Beach, and the third entity.

SECTION VII. All written notices of every kind and character shall be forwarded by certified mail, return receipt requested as follows:

COUNTY: William W. Martin, Board President
Harrison County Board of Supervisors
Post Office Box CC
Gulfport, MS 39502

With a copy to the Board Attorney

LONG BEACH: William Skellie Jr., Mayor
Post Office Box 929
Long Beach, MS 39560

With a copy to the City Attorney

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SECTION VIII. The term of this Contract shall be effective upon the final signature of all parties, and shall end one year from the date of said signatures.

Thereafter, upon written request of Long Beach and upon approval by the County, this Contract may be ratified and approved for one (1) year periods, or until terminated by either party upon the thirty (30) days notice.

SECTION IX. This Contract shall be executed in several counterparts, all of which shall be considered originals.

SECTION X. Sheriff Melvin Brisolara approves this Agreement herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent authority and powers.

SECTION XI. This Contract constitutes the entire agreement of the parties and may be amended only upon mutual written consent of the parties.

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IN WITNESS WHEREOF, I, PRESIDENT OF THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe my signature to the above and foregoing Contract for Housing Inmates fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the ____ day of _____, 2013.

BOARD OF SUPERVISORS OF
HARRISON COUNTY, MISSISSIPPI

President

ATTEST:

County Clerk

Sheriff Melvin Brisolara, Harrison County, Mississippi

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IN WITNESS WHEREOF, I, WILLIAM SKELLIE, JR., Mayor of the City of Long Beach, Mississippi, the officer duly authorized in the premises by Resolution of the City Council of the City of Long Beach, Mississippi, do hereby set and subscribe my signature on behalf of the City of Long Beach, Mississippi, to the foregoing Contract for Housing Inmates fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE this, the 3rd day of September, 2013.

William Skellie, Jr.
William Skellie, Jr., Mayor
City of Long Beach, Mississippi

ATTEST:
[Signature]
City Clerk



There came on for consideration a letter with attachment from Commander William Seal, Long Beach Police Department, as follows:

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228-863-7292
FAX 228-863-1557



LONG BEACH POLICE DEPARTMENT

P.O. BOX 929 LONG BEACH, MS 39560

To: Chief Wayne McDowell
From: Commander Seal
Re: Application for beer permit: **Jorge Flores**
Date: August 20, 2013

Mr. Flores applied for a beer permit with the City Of Long Beach, MS. The Long Beach Police Department conducted a background check with the following results.

Mr. Flores' background investigation *did not reflect nor indicate* any arrest record.

Respectfully Submitted,

Handwritten signature of William Seal in black ink.

William Seal
Commander

Approved/Disapproved

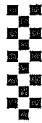
Handwritten signature of Wayne McDowell in black ink.

Wayne McDowell
Chief of Police

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08/20/2013 TUE 15:29 FAX --- Police Department

0001/001



PO BOX 929
 201 JEFF DAVIS AVENUE
 LONG BEACH, MS 39560
 228-863-1554 PHONE
 228-863-1558 FAX

BEER PERMIT APPLICATION

TODAY'S DATE: 8-20-13		SOCIAL SECURITY NO. OR TAX ID # [REDACTED]	
NAME: <u>Jorge Flores.</u>			
ADDRESS: <u>3505 Parliament Drive</u>			
CITY, STATE, ZIP CODE: <u>Ocean Springs MS 39564</u>			
PHONE: <u>228-243-6248</u>			
BUSINESS NAME: <u>LA FOGATA DBA EL SALTILLO #15</u>			
IS THIS ANEW BUSINESS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
BUSINESS ADDRESS: <u>115 N-Cleveland Ave.</u>			
CITY, STATE, ZIP CODE: <u>Long Beach MS 3960</u>			
TYPE OF BUSINESS (BE SPECIFIC): <u>MEXICAN Restaurant</u>			
DATE OF BIRTH <u>06/25/1968</u>	SEX <u>M</u>	WEIGHT <u>210</u>	HEIGHT <u>5-6.</u>
EYE COLOR <u>Green</u>	HAIR COLOR <u>Brown</u>	RACE <u>Hispanic</u>	DL NUMBER [REDACTED]
SIGNATURE OF APPLICANT <u>[Signature]</u>		DATE <u>8-20-13</u>	

Received Time Aug. 20. 2013 3:21PM No. 5162

Based upon the information provided by Commander Seal, Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to approve the application for beer permit as set forth above.

There came on for consideration a letter from Project Engineer David Ball, Safe Routes to School – Sidewalks on Commission Road MDOT Project, as follows:

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Mayor and Board of Aldermen



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

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0867
FAX (228) 863-5232

August 29, 2013

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

RE: Safe Routes to School – Sidewalks on Commission Road
SRSP-9368-00(001)LPA / 105864-401000

Ladies and Gentlemen:

Please see the attached contract for Construction Engineering & Inspection services for the referenced project. If you find it acceptable, please authorize the Mayor to forward the contract to MDOT for their review and approval, along with a cover letter (also attached). The contract should remain unexecuted until MDOT approval and authorization.

Sincerely,

David Ball, P.E.

DB:1895
Enclosure

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to approve the Contract for Construction Engineering & Inspection Services, Safe Routes to School – Sidewalks on Commission Road MDOT Project by and between the City of Long Beach and A. Garner Russell & Associates, Inc., and to spread said contract upon the appropriate minutes once executed with MDOT approval and authorization.

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Mayor and Board of Aldermen

Mayor and Board of Aldermen took up for consideration the matter of providing for the levy of ad valorem taxes for the City of Long Beach, Mississippi, and for the Long Beach Public School District. After a discussion of the subject, Alderman Ponthieux offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, FIXING AND LEVYING THE AD VALOREM TAXES ON TAXABLE PROPERTY WITHIN THE CITY OF LONG BEACH, MISSISSIPPI, AND WITHIN THE LONG BEACH PUBLIC SCHOOL DISTRICT WITH ADDED TERRITORY AS CONTAINED IN THE ASSESSMENTS AS OF JANUARY 1, 2013, AS PROVIDED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS PROVIDED BY LAW, AND UPON THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE AS MADE ACCORDING TO THE PROVISIONS OF THE "MOTOR VEHICLE AD VALOREM TAX OF 1958" AS AMENDED, AND UPON ASSESSMENT OF PUBLIC UTILITIES PROPERTIES MADE BY THE STATE TAX COMMISSION, EXCEPT AS TO SUCH VALUES AS MAY BE EXEMPT, IN WHOLE OR IN PART, FROM CERTAIN LEVIES BY LAWS OF THE STATE OF MISSISSIPPI AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, (the "Municipality"), having made due investigation therefore, and now find, determine, adjudicate and declare as follows:

(A) The Board of Supervisors of Harrison County, Mississippi, wherein the Municipality and the Long Beach Public School District with added territory (the "District") are located, has completed a countywide appraisal and does make or has made a countywide assessment of properties as provided by MCA §21-33-9, whereby the Municipality is required under the provisions of MCA §27-35-167, to adopt the assessments made or to be made by said Board of Supervisors containing the taxable property located in said Municipality and in said District.

(B) The Municipality has been furnished or will be furnished by the Clerk of said Board of Supervisors, a copy of the Land Role Assessment values and the Personal Property assessment values of said Harrison County as contained in said Municipality and in said District, and has been furnished a copy of the recapitulation of said Land and Personal Property Assessment Rolls.

(C) Under the provisions of MCA §21-33-45, the Governing Body of the Municipality is required by resolution to fix the tax rate or levy of ad valorem taxes for the Municipality and for the Long Beach Public School District as therein provided.

(D) The Board of Trustees of said District has furnished the Governing Body of the Municipality a certified request for levy of ad valorem taxes to provide funds for the Budget of the District for the ensuing year.

(E) Time is of the essence that the Governing Body of the Municipality fix and establish the ad valorem tax levies for the municipality and for said District on taxable property as shown upon the Land and Personal Property Assessment Rolls furnished or to be furnished the Municipality by said Board of Supervisors of Harrison County, Mississippi, as provided by law and as the same may be corrected and/or amended, as further provided by MCA §21-33-10; all for the immediate preservation of the public peace, health and safety for providing immediate and necessary water and sewer services, police and fire protection, health and morals of public school students, for the immediate and temporary preservation of order and of the public health and safety.

(F) The levy of ad valorem taxes for said Municipality and district as hereinafter made, do not exceed any limit prescribed by law and will not result in rendering in total receipts from all levies any amount more than the receipts from such source during the next preceding fiscal year plus an increase of not more than ten percent (10%) of such receipts as to said Municipality, nor in any amount more than the receipts from such source during the next preceding fiscal year, plus an increase of not more than seven percent (7%) of receipts as to such District as provided by law.

(G) The Governing Body of the Municipality is authorized and empowered to fix and establish the ad valorem tax levies for said Municipality and District to raise funds for the ensuing

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 Mayor and Board of Aldermen

fiscal year as hereinafter provided.

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

SECTION 1. TAX LEVY

That an ad valorem tax of 110.40 mills be, and the same is hereby made, fixed and levied and declared for the year, 2013, upon each dollar of assessed valuation of all taxable property as of January 1, 2013, within the corporate limits of the City of Long Beach, Mississippi (the "Municipality") and within the Long Beach Public School District with added territory (the "District"), as the same is now assessed and listed, or as the same may be hereafter assessed and listed or corrected or amended and furnished to the Municipality by the Board of Supervisors of Harrison County, Mississippi, upon the Real and Personal Property Assessment Rolls of said Municipality and District for the year, 2014 and upon the assessment of motor vehicles as made according to the provisions of the "Motor Vehicle Ad Valorem Tax Act of 1958", as amended, as shown on the Uniform Motor Vehicle Assessment Schedule for the Municipality and District for the year, 2013-2014, as adopted by the Municipality, and upon all of the Public Utilities Properties assessed by the State Tax Commission in said Municipality and District; all taxable according to law, in the amount of mills or fractional parts of mills, and for the purposes hereinafter set forth and as follows:

AD VALOREM TAX LEVY FOR THE MUNICIPALITY

(A) FOR GENERAL REVENUES AND GENERAL IMPROVEMENTS:

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(a) and 27-39-307] 46.48 Mills

(B) FOR MUNICIPAL BONDS AND INTEREST
 (Including General Obligation Notes):

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(d) and (e), and 21-33-87] 2.50 Mills

TOTAL LEVY OF TAXES FOR MUNICIPAL PURPOSES 48.98 Mills

AD VALOREM TAX LEVY FOR THE LONG BEACH PUBLIC SCHOOL DISTRICT

(C) FOR SCHOOL DISTRICT MAINTENANCE:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b), 37-57-1, 37-57-105 and 37-57-107] 55.00 Mills

(D) FOR SCHOOL BUILDING PROGRAM:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101] 3.00 Mills

(E) FOR SCHOOL SHORTFALL NOTE

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District a special levy to pay the principal of and interest on School District Special Community Disaster Loan indebtedness incurred and approved in the resolution adopted by the Board of Trustees of the Long Beach School District originally on May 8, 2006, , pursuant to MCA § 37-57-108 in order to fund a shortfall in ad valorem tax collection on behalf of the District for the 2006-2007;

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2007-2008; and 2008-2009 school years, in the total authorized amount of \$4,429,607.00 [Authority: MCA §§ 21-33-45(b) and MCA 37-57-108]. 2.75 Mills

(F) FOR SCHOOL DISTRICT COSTS OF TAX COLLECTION

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b) and (g); 37-57-107 and 37-57-105] .67 Mills

TOTAL TAX LEVY FOR SCHOOL PURPOSES 61.42 Mills

TOTAL LEVY OF AD VALOREM TAXES FOR MUNICIPAL AND SCHOOL DISTRICT PURPOSES: 110.40 Mills

SECTION 2. COLLECTION OF TAX

That the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of the Municipality, by and through the Harrison County Tax Collector pursuant to contract with the Municipality, upon each dollar of assessed valuation of the Real and Personal Property Assessment Rolls of the Municipality and of the District as of the 1st day of January, 2013, and the ensuing year, and as said rates or levies are hereinabove respectively fixed, levied and declared, save and except as to such values as may be exempt, in whole or in part, as provided by the applicable laws of the State of Mississippi; and that the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of Harrison County, Mississippi, upon the motor vehicle assessments as contained upon the Uniform Motor Vehicle Assessment Schedule adopted by the Municipality, and/or the Board of Supervisors of Harrison County, Mississippi, as provided by law.

SECTION 3. FUNDS

That all taxes and/or moneys received by the Tax Collector of the Municipality, as a result of the above rates or levies, shall be placed in the appropriate fund or funds of the Municipality and of the District, respectively, as the case may be, and as above provided; and that said funds shall be expended in the manner and for the purpose for which the aforesaid levy or levies of ad valorem taxes are made, and for no other purpose, except as may be otherwise provided by law.

SECTION 4. RESOLUTION, CERTIFIED COPIES

That certified copies of this resolution shall be prepared by the City Clerk of the Municipality and transmitted, one each to (a) the Motor Vehicle Comptroller of the State of Mississippi, (b) the State Auditor of the State of Mississippi, (c) the State Tax Commission of the State of Mississippi, and (d) the Tax Collector of Harrison County, Mississippi.

SECTION 5. EFFECTIVE DATE

That for good cause shown as provided in the preamble to this resolution, and the immediate preservation of the public peace, health and safety so requiring it for the conduct of business of the Municipality and of the District, and it being necessary forthwith to transmit the levy or levies hereinabove made to each of the officers set forth in Section 4, above for purposes provided by law, this resolution shall take effect and be in force from and after its adoption; but the same shall nevertheless be published, printed and spread upon the official minutes of the Governing Body of the Municipality as provided by law.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye

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Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 3rd day of September, 2013.

APPROVED:

William Skellie, Jr.
WILLIAM SKELLIE, JR., MAYOR

ATTEST:
Rebecca E. Schruuff
REBECCA E. SCHRUFF, CITY CLERK



Minutes of September 3, 2013
Mayor and Board of Aldermen

Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried to approve the long distance service renewal agreement, TEC, as follows:

08/16/2013 FRI 1:19 FAX 6019690294 TEC of Jackson Cust-Care

003/009



P. O. Box 940
Jackson, MS 39206-0940

SERVICE PROPOSAL FOR:

CITY OF LONG BEACH

VOICE - BROADBAND - DATA

Address:

Date: 08/16/2013

LONG DISTANCE USAGE	QTY	CURRENT CHARGES		MONTH TO MONTH		TEC PROPOSAL	
		PER UNIT	TOTAL	PER UNIT	TOTAL	PER UNIT	TOTAL
1 + NATIONWIDE LONG DISTANCE USED	1162.1	.139/149	\$ 170.59	\$ 0.099	\$ 115.05	\$ 0.069	\$ 80.18
			\$ 170.59		\$ 115.05		\$ 80.18

*TOTALS SHOWN ABOVE DO NOT INCLUDE APPLICABLE TAXES, REGULATORY CHARGES or ACCESS FEES.

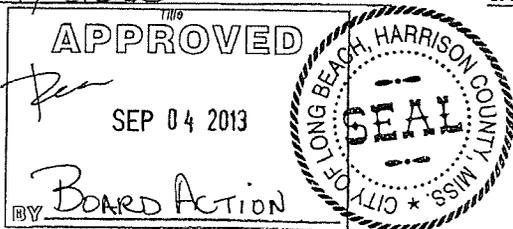
PROPOSAL IS GOOD FOR 30 DAYS

CITY OF LONG BEACH

Company Name
 x *Rebecca E. Schruoff*
 Authorized Signature
 x Rebecca E. Schruoff
 Print Name
 x City Clerk

x 9/3/13
 Date

J. Samuel
 TEC



Minutes of September 3, 2013
Mayor and Board of Aldermen

08/16/2013 FRI 1:19 FAX 6019690294 TEC of Jackson Cust-Care

004/009



P. O. Box 940
Jackson, MS 39208-0940

Enrollment Form, Service Commitment and
Term Agreement

BROADBAND, VOICE, DATA

TERM COMMITMENT SCHEDULE

Customer agrees to a term commitment as indicated here:

12 Month Term 24 Month Term _____ 36 Month Term _____

THE TERM OF THIS AGREEMENT COMMENCES ON THE FIRST DAY OF THE MONTH NEXT FOLLOWING THE DATE OF THIS AGREEMENT.

SERVICE OPTION

Customer elects the following service (see service descriptions below):

Local _____ Long Distance DSL _____ ROF _____

RATE GUARANTEE

In consideration for the Customer's term commitment specified above, TEC agrees to provide the rates as listed below for the duration of this Term Agreement (except as noted below).

CUSTOMER NAME CITY OF LONG BEACH
CONTACT TELEPHONE NUMBER 228-883-1558 CONTACT NAME _____
CONTACT E-MAIL _____ CONTACT FAX _____
BILLING ADDRESS P. O. BOX 929 CITY LONG BEACH STATE MA ZIP 39560

BILLING CONTACT BILLING CONTACT E-MAIL _____ BILLING CONTACT PHONE # _____
 STUB ONLY DETAIL BILLING BY MAIL, \$8 PER MONTH
REGISTER FOR ELECTRONIC INVOICE AT <https://ebill.tec.com> FED TAX ID # 64-6000637

TEC LOCAL TELEPHONE SERVICE

CUSTOMER SUBSCRIBES TO TEC LOCAL TELEPHONE SERVICE AS DESCRIBED IN THE SERVICE PROPOSAL THAT IS ATTACHED TO THIS TERM AGREEMENT AND MADE A PART HEREOF. CUSTOMER FURTHER AGREES THAT THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN READ AND ACCEPTED. BY EXECUTION OF THIS DOCUMENT, CUSTOMER CHOOSES TEC AS ITS PRIMARY INTERLATA AND INTRALATA LONG DISTANCE CARRIER AND AUTHORIZES TEC TO ACT AS ITS AGENT TO PLACE A FREEZE ON ITS LOCAL SERVICE AND INTERLATA AND INTRALATA, P.C.

TEC DSL/BANDWIDTH SERVICE

CUSTOMER SUBSCRIBES TO TEC DSL/BANDWIDTH SERVICES AS DESCRIBED BELOW:

BEST EFFORT PLUS LINE:	BEST EFFORT:	MONTHLY RECURRING	CIRCUIT INSTALL	HARDWARE	HARDWARE INSTALL
1.5M x 256K with Business Line	1.5M x 256K				
3M x 384K with Business Line	3M x 384K				
6M x 512K with Business Line	6M x 512K				
BUSINESS CLASS:					
768K x 512K MINIMUM					
1.5M x 512K MINIMUM					
OTHER - DESCRIBE:					
T-1					
PREMIUM FIXED METRO ETHERNET*					

*CONFIGURATION DETAIL PER SERVICE PROPOSAL ATTACHED

SPECIAL INSTRUCTIONS:

TEC LONG DISTANCE SERVICE

DEDICATED LOOP MONTHLY RECURRING CHARGE _____ per min	INSTALLATION CHARGE _____
DEDICATED ACCESS OUTBOUND _____ per min	DEDICATED ACCESS TOLL FREE _____ per min
SWITCHED ACCESS OUTBOUND \$ <u>0.068</u> per min	SWITCHED ACCESS TOLL FREE \$ <u>0.068</u> per min
CONFERENCE ON DEMAND _____ per min	TECCONNECT CARD _____ per min

TEC secures the best dedicated facility (loop) price available for the dedicated services for which the Customer subscribes, and invoices Customer for its actual monthly cost of said facility(ies). Increases or decreases in monthly recurring charges for loops will be passed along to Customer.

SPECIAL INSTRUCTIONS: _____ TERM RENEWAL _____

CHANGES IN LOCAL SERVICE PROVIDER MAY RESULT IN PRICE RENEGOTIATIONS OR MODIFICATION

References

Bank: _____ Acct # _____ Phone # _____ Contact Name _____
Other: _____ Acct # _____ Phone # _____ Contact Name _____

The undersigned ("Customer") acknowledges that this Enrollment Form and Term Agreement is subject to approval by TEC and hereby authorizes TEC to verify all listed information and secure credit information. Customer understands that a change in long distance provider may involve a one-time charge by its local service provider.

AUTHORIZED SIGNATURE Rebecca E. Schrupp TITLE x City Clerk DATE x 9/3/13
NAME (PLEASE PRINT) x Rebecca E. Schrupp SEE GENERAL TERMS AND CONDITIONS ON REVERSE

TA 2010 01-16

Minutes of September 3, 2013 Mayor and Board of Aldermen

08/16/2013 FRI 1:19 FAX 6019690294 TEC of Jackson Cust-Care

005/009

GENERAL TERMS AND CONDITIONS**1 SUBSCRIPTION**

Subscriber applies to TEC for the services described in this agreement and agrees to pay established rate for such services. TEC reserves the right to make routine credit investigations and Subscriber authorizes TEC to conduct such investigations as it deems necessary.

2 RATES, FEES AND CHARGES

The rates for services requested by Subscriber are noted in this Subscription for Service. In addition to the rates noted on the reverse hereof, Subscriber agrees to pay:

- A Minimum use charge of \$5.00 per account.
- B Restoration of service charge if the account is disconnected for non-payment.
- C A surcharge on all toll-free calls originated from a pay telephone.
- D Return check charge for any payment returned by Subscriber's financial institution for any reason.
- E Late charges, consistent with appropriate state law, imposed on any balance due TEC remaining unpaid 30 days from the date of the bill.
- F Access charge.
- G Toll-free minimum usage charge.
- H Personal Access Code Index Fee

3 DUE DATE OF BILLING AND PAYMENT TERMS

All accounts are due and payable upon receipt of the bill. All accounts are considered delinquent after 15 days from the billing date. Service is subject to interruption if the account remains unpaid for a period of 30 days or more from the date of billing. Subscriber agrees to reimburse TEC for all reasonable expenses, including reasonable attorney's fees for expenses to TEC in collection of past due balances.

4 TERMINATION OF SERVICE

Service may be terminated by TEC, with or without notice in the event:

- A If the acts of the Subscriber, including furnishing false credit information, are such to indicate intention to defraud TEC.
- B In the event Subscriber, with intent to annoy, telephons another and addresses to or about such person any obscene language or addresses any threat to inflict injury to a person or property of the person addressed, or to a family member; telephons another person without disclosing his true identity to the person answering the telephone.
- C TEC finds it necessary to do so to protect itself from intentional abuse.
- D Upon non-payment of any sum; upon a violation of or noncompliance with any of the conditions included in this Agreement.
- E For any reason, 10 days after mailing notice of intention to discontinue service.
- F Any subscriber-provided equipment is used with facilities provided by TEC in violation of any law.
- G TEC is informed that the service is used in such a manner that will adversely affect TEC's service to others.
- H In the event Customer terminates service prior to the expiration of the Service Term Commitment, Customer shall pay to TEC an early termination fee equal to 100% of Customer's monthly recurring charges multiplied by the number of whole and partial months remaining in the unexpired Service Term Commitment, in addition to any waived installation, promotional credits or hardware fees or charges. In the event Customer has an existing Term Contract with another provider, and it is cancelled prior to its expiration, Customer will be responsible for that termination penalty.
- I All requests to terminate this Agreement must be made in writing to TEC no later than the 15th day of the month preceding the month in which the desired action is to take effect.
- J Customer shall not be entitled to receive any other discount or promotion from TEC in connection with the service to which this Agreement relates. The rates and/or discounts set forth do not apply to any services other than that service specifically set forth therein and is incorporated herein in its entirety.
- K The Agreement is subject to, and governed by, all the terms and conditions set forth in the General Exchange Tariff of TEC on file with the appropriate Regulatory body. This form and the terms of the General Exchange Tariff of TEC supersede any prior or contemporaneous proposals, discussions or agreements, written or oral, concerning the services herein.

5 SERVICE DISPUTE RESOLUTION

Any objection to billed charges must be reported to TEC within 60 days from the date the invoice is issued.

6 SERVICE AVAILABILITY

All service is subject to the availability of necessary equipment and network facilities, including those provided by underlying carriers. TEC reserves the right to make changes and modifications in service and equipment, and to change rates and terms of service offerings from time to time. Upon notice, TEC reserves the right to change access numbers and authorization codes from time to time.

7 SUBSCRIBER RESPONSIBILITY UPON SUBSCRIPTION OR TERMINATION

It is the Subscriber's responsibility to notify all previous or subsequent carriers of any changes in services to or from TEC.

8 OTHER FEES AND CHARGES

In addition to fees, rates and charges specifically noted herein, Subscriber further agrees to pay such other fees as may be assessed from time to time, including, but not limited to, PIC charges, Federal or State Universal Service Fund charges. If at any future time a County, Municipality, Parish or other local taxing authority acquires the legal right to impose an occupation tax, license, gross receipts tax, permit fee, franchise fee or similar charge upon TEC and imposes the same by ordinance or otherwise, such taxes, fees or charges may be billed to the Subscriber.

9 IN NO EVENT SHALL TEC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES INCLUDING LOSS OF USE, PROFITS, REVENUE OR GOODWILL. TEC SHALL NOT BE LIABLE FOR ANY FAILURE OF PERFORMANCE DUE TO CAUSES AND/OR CIRCUMSTANCES BEYOND ITS CONTROL, NOR SHALL TEC BE LIABLE FOR ANY ACT OR OMISSION FOR ANY OTHER COMPANY FURNISHING ANY PORTION OF SERVICE TO SUBSCRIBER, INCLUDING, BUT NOT LIMITED TO, ANY PREMISE EQUIPMENT OWNED BY THE SUBSCRIBER, ANY EQUIPMENT SUPPLIED TO SUBSCRIBER BY TEC OR ANY OTHER SUPPLIER OF EQUIPMENT TO SUBSCRIBER (UNDER WARRANTY, SERVICE AGREEMENT, OR OTHERWISE), OR FOR ANY NETWORK SERVICE CONTRACTED BY SUBSCRIBER OR TEC**10 AUTHORIZATION TO AMEND AGREEMENT IN THE EVENT OF REGULATORY/GOVERNMENT CHANGES.**

Customer recognizes that TEC and the telecommunications industry are strictly regulated by local, state and federal governmental authorities, including the Federal Communications Commission (the "Government"). TEC's ability to provide the contracted services is subject to changes in the telecommunications industry due to actions, decrees and orders of the Government (including but not limited to rights to use and/or third party communication lines). In the event of a change in the industry resulting from actions or orders of the Government that restrict, impair or significantly reduce the ability of TEC to profitably provide the contracted services, then TEC may unilaterally terminate or amend this agreement by providing forty-five (45) days advance notice to Customer of the termination or amendment. A proposed amendment shall not be effective if the Customer shall, within twenty-five (25) days of the date of the notice reject such amendment in writing using the procedure outlined in the notice. If the Customer rejects the proposed amendment and the Customer and TEC are unable to reach an agreement within forty-five (45) days of the date of the original notice, then the existing agreement shall automatically terminate, without penalty to the Customer.

11 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

Customer Proprietary Network Information (CPNI) is defined as: information that relates to the quantity, technical configuration, type, destination and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship, and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer.

Subscriber grants use of TEC CPNI unless otherwise revoked in writing. Notice of such revocation should be sent to TEC, 700 South West Street, Jackson, MS 39201, Attention: CPNI.

12 TEC shall provide Customer with 911 services and, where available, Enhanced 911 services (collectively "911 Services"). TEC shall provide such 911 Services to Customer at the service delivery address associated with the telecommunications services identified on the Enrollment Form executed by Customer. Should Customer cause TEC's telephone services to be extended beyond the service delivery address other than that listed on the Enrollment Form, then Customer agrees to indemnify TEC for any and all losses sustained (including damages, fees, expenses, fines (attorney fees, and interest) and liability incurred as a result of, or arising out of, or in any way relating to Customer's extension of TEC telephone services to addresses beyond the service delivery address identified in the Enrollment Form, including leases and liability resulting from, arising out of, or relating to TEC's provision of 911 Services to Customer. Customer further agrees, at TEC's election, to defend and hold TEC harmless from and against any and all claims, causes of action, suits, proceedings, inquiries or investigations, which result from, or arise out of, or in any way relates to Customer's extension of telephone services beyond the delivery address.**13 NONDISCLOSURE.**

This Agreement is private contract between TEC and the Customer. Customer agrees that it will maintain the confidentiality of this Agreement and not disclose the terms of this Agreement or provide a copy of this Agreement to any person or entity, except with the prior written consent of


Customer Initials

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Mayor and Board of Aldermen

08/16/2013 FRI 1:20 FAX 6019690294 TEC of Jackson Cust-Care

007/009

CITY OF LONG BEACH

Phone
(228) 863-5064
(228) 863-0440
(228) 863-0476
(228) 863-0711
(228) 863-1320
(228) 863-1554
(228) 863-1556
(228) 863-1557
(228) 863-1558
(228) 863-1673
(228) 863-1620
(228) 863-2771
(228) 863-3063
(228) 863-3310
(228) 863-5733
(228) 863-7202
(228) 863-7208
(228) 863-7490
(228) 863-7494
(228) 863-7498
(228) 863-7792
(228) 863-8511
(228) 864-2425
(228) 864-2438
(228) 864-2464
(228) 864-2508
(228) 864-2544
(228) 864-4340
(228) 864-4487
(228) 864-8451
(228) 864-8495
(228) 864-8531
(228) 864-8532
(228) 865-0822
(228) 865-1981
(228) 865-1983
(228) 865-1985
(228) 865-1987
(228) 865-1989
(228) 865-7840
(228) 865-7841
(228) 865-7842
(228) 865-7844
(228) 865-7846
(228) 865-7848
(228) 868-2667

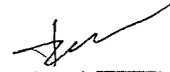
Minutes of September 3, 2013
Mayor and Board of Aldermen

08/16/2013 FRI 1:20 FAX 6019690294 TEC of Jackson Cust-Care

0008/009



P. O. Box 940
Jackson, MS 39205-0940


CUSTOMER INITIALS

Long Distance Only worksheet

NOTE: Complete one sheet for each location

Numbers to be converted to TEC Long Distance Service:

(228)865-7840	()	()
(228)865-7841	()	()
()	()	()
()	()	()
()	()	()
()	()	()
()	()	()

See attachment for additional numbers

TECConnect Cards needed Yes No Number of PINS requested: _____

Card Names and codes:

_____	_____
_____	_____
_____	_____
_____	_____

OFFICE USE ONLY	
PIC: REJ	CONF
BOX	
MONROE	
SWITCH	
MAILED/FAXED	
Account NBR:	

Conference On Demand Yes No

Customer Name: CITY OF LONG BEACH

Physical Address: 645 KLONDYKE ROAD

City: LONG BEACH

County / Parish: HARRISON State MS Zip 39560

Conference on demand codes:
Activator:
Participant:

Long Distanc 2009 04-15

Minutes of September 3, 2013
Mayor and Board of Aldermen

08/16/2013 FRI 1:20 FAX 6019690294 TEC of Jackson Cust-Care

009/009



CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)
DISCLOSURE AND AUTHORIZATION

TEC and its affiliate companies provide a full array of telecommunications and data services. TEC takes very seriously its responsibility to handle sensitive information related to your account information, Customer Proprietary Network Information (CPNI).

CPNI by definition may include type, technical arrangement, quantity, destination, and volume of telecommunications services, as well as the related billing for those services. TEC Subscribers have the right to have their CPNI information treated confidentially and TEC has an obligation under federal law to treat all information that relates to your CPNI, including your call records and billing information, in a confidential manner.

TEC will have access, but will not share your CPNI with any other company or entity without your approval, except to provide the service or services to which you are already subscribed, or where we are required or authorized by law, regulation or other controlling authority to provide.

Federal Communications Commission (FCC) regulations give you a choice about how TEC may use your CPNI to ensure you are better informed about the availability of innovative service offerings or service packages that you may not otherwise know are available. This may allow you to realize savings on your current services or inform you of new TEC service offerings.

The FCC permits TEC to share your CPNI with only those designated members of your organization, employees, and trusted third parties by your express permission and consent. Your CPNI designations will remain in effect until TEC is informed to limit or revoke CPNI access.

I authorize TEC to provide the entities and parties listed below with CPNI for my current services and to let me know about innovative services and offerings. I further authorize the parties listed to make changes to my telecommunications services on my behalf.

NAME: Mimi McMath
TITLE / RELATIONSHIP: Deputy City Clerk
PHONE: 228-863-1556
E-MAIL: mimi@cityoflongbeachms.com
CELLULAR:

NAME:
TITLE / RELATIONSHIP:
PHONE:
E-MAIL:
CELLULAR:

Signature: Rebecca Schruuff
Printed Name

CITY OF LONG BEACH
Company: City Clerk
Date: 9/3/13 Title

[X] Opt-In [] Opt-Out

Additional Account Security Requested:
Account Password

Security Question:
Security Question Answer:

Our representatives will be available to answer any questions or provide additional information regarding CPNI and use of CPNI.
www.tec.com Toll Free: 800-832-2515 request@tec.com

There came on for consideration past due Privilege Tax Licenses and after considerable discussion, Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried directing the City Attorney to work with Tax Collector Rebecca Schruuff to resolve the matter in accordance with state law.

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Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve the rental renewal agreement, Pitney Bowes, Inc., as follows:

Pitney Bowes

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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, MS (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. 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.

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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.

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.

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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.

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 noncompatible 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.

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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 attorneys 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.

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.

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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.
27. **E-VERIFY COMPLIANCE:** Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
28. **HARD DRIVE SECURITY:** The manufacturer or dealer that rented the equipment to the entity must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. If they choose, agencies may also request to retain the hard drive for a nominal fee. The vendor will supply written notification to the renting agency that all data has been made inaccessible. This notification must be provided with 45 days of the equipment being returned to the vendor.

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29. **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 4 day of Sept, 2013.

Vendor: Pitney Bowes

By: [Signature]
Authorized Signature

Printed Name: Jonie Forrest

Title: N/A

WITNESS:

Witness my signature this the 3rd day of September, 2013.

State of Mississippi: COUNTY OF HARRISON; CITY OF LONG BEACH

By: [Signature]
Authorized Signature

Printed Name: Rebecca E. Schreff

Title: CITY CLERK



WITNESS:

[Signature]
[Signature]

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There came on for consideration derelict properties, as follows:

- Based upon information and photographs submitted by Building Official Earl Levens, 1106 Iris Street, assessed to Andrew W. McLarty, Jr., is in compliance at this time.
- Based upon information and photographs submitted by Building Official Earl Levens, two (2) parcels at 0 Highway 90 and one (1) parcel, all assessed to Reality International, LLC, are not in compliance with city ordinances and

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property maintenance codes; it was noted for the record that Mayor Skellie and Alderman Ponthieux spoke with the property owner who assured them that the property will be brought into compliance immediately. The matter was taken under advisement until the next regular meeting, September 17, 2013, to determine whether or not to schedule a public hearing to adjudicate.

* *

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to deny the request for an extension of time to comply with city ordinances and property maintenance codes from William Pell, residing at derelict property located at 105 Oak View Avenue, directing the City Attorney and Building Official to move forward with the official condemnation of said property, structure as well as yard.

Derrel Wilson, Project Manager, Utility Partners, LLC, reported that storm drains and the well head pipe remain on the city property located on Yucca Drive, and therefore should not be declared as surplus property.

Based upon the information obtained from Mr. Wilson, Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried to deny the request to purchase said property submitted by Robert and Jennifer Blue.

The Mayor recognized Attorney Joe H. Montgomery to discuss legislation that would protect the rights and interests of third tier sub-contractors on construction projects.

After considerable discussion, the matter was taken under advisement for further review and discussion with the City Attorney at the next regular meeting, September 17, 2013.

There came on for consideration a special event application submitted by the Pink Heart Funds, as follows:

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Pink Heart Run
October 12, 2013
Saturday
7:00am - 11:00am
North Gazebo

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION
City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 8/16/13 Time: 11:30 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the City Clerk at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Pink Heart Funds
Organization Address: 5095 Beatline Rd. LB 39560
Organization Agent: JoAn Niceley Title: Founder/President
Phone: 860-1978 Work Home: 222-4295 During event: 860-1978
Agent's Address: 7544 Red Creek Rd, LB 39560
Agent's E-Mail Address: pinkheartfunds@gmail.com
Event Name: Walk or Hope (7th Annual)

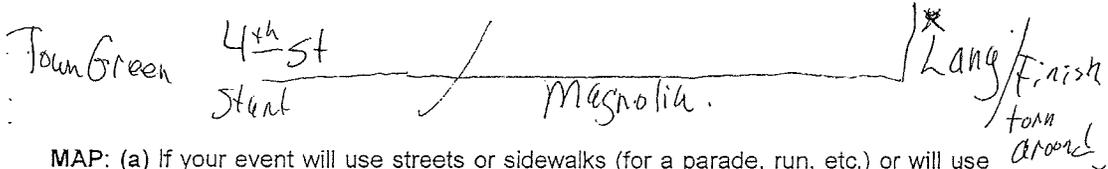
Please give a brief description of the proposed special event: Registration @
Mam Walk @ 8:30 5K or 1 mile.
3 golf carts - for handicap
approx 300 people / need stage & P.A.
Event Day(s) & Date(s): Sat. Oct. 12 Event Time(s): 8:30 - 10:00am System
Set-Up Date & Time: 5:30am Sat Oct 12 Tear-Down Date & Time: 7am 12/12
Event Location: Town Green / Jeff Davis Ave

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 7

ADOPTED: 11.15.11-BOARD ACTION

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MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time 8:15-10am through Date/ Time Jeff Davis Ave

RESERVED PARKING: Are you requesting reserved parking? YES NO 8:30-9:30 4th & Magnolia

If yes, list the number of street spaces, City lots or locations where parking is requested:
Map attached 8:15-8:45 Jeff Davis only
7 intersections 8:30-9:30 or 10 if possible

VENDORS: Food Concessions? YES NO Other Vendors? YES NO Both gazebos

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO
If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO
If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.
on stage mic
Cancer Survivor Speaker

ATTENDANCE: What is the expected (estimated) attendance for this event? _____

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO
If yes, how many? _____

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

ADOPTED: 11.15.11-BOARD ACTION

HP & paper towels

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INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

Attached

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance which names the City of Long Beach as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

8/15/13
Date

John Nicely
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE - 201 JEFF DAVIS AVENUE - P.O. BOX 929 - LONG BEACH, MS
39560

ADOPTED: 11.15.11-BOARD ACTION

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Event Title: _____

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept.: Ok Per Chief McDowell 9/3/13 Recommend Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept.: JTB Recommend Approval: YES NO Est. Economic Impact: \$ X

Public Works: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Traffic Eng.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ 0

Parks/REC: Ryf. Recommend Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance / Indemnification Received: Yes

Insurance Approved: Yes

Board of Aldermen Approved: 9/3/13 Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

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5095 Beatline Road Long Beach, MS 39560 (228) 575-8299 pinkheartfunds@gmail.com www.pinkheartfunds.org

501 (c) 3 ID #20-8907897

Pink Heart Funds exists to inspire, encourage, and restore hope for persons affected with cancer and hair loss disorders

August 14, 2013

Dear City of Long Beach,

Each year Pink Heart Funds has an annual fundraiser to raise money to provide free wigs, breast prostheses and lymphedema sleeves to the uninsured. We are hosting our 7TH Annual "Walk of Hope" on Saturday, October 12, 2013 at Long Beach Town Green. We have hosted the walk there for the past two years.

My request to you is that any fees be waived since we are a Long Beach based non-profit. I look forward to hearing back from you.

Each year Pink Heart Funds spreads its arms to help Inspire, Encourage, and Restore Hope for persons affected by cancer and hair loss disorders.

Pink Heart funds ministry and outreach provides free of charge, breast prostheses to those who have had lumpectomies or mastectomies, and lymphedema sleeves. We also provide cranial prosthesis (wigs) to children and adults that have undergone chemotherapy, Alopecia, or any other debilitating cause for hair loss. All of our services are absolutely FREE for those who do not have sufficient insurance coverage or are unable to afford the purchase of wigs or breast prostheses.

Thank you,
Holly Bourgeois
Board Director & Cancer Survivor

Minutes of September 3, 2013
Mayor and Board of Aldermen



PINKHEA-01 TGARFIELD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SouthGroup Gulf Coast 412 Highway 90, Suite 6 Bay Saint Louis, MS 39520	CONTACT NAME: Tammy Garfield PHONE (A/C, No, Ext): (228) 466-4498 FAX (A/C, No): (888) 415-8922 E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Covington Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Covington Specialty Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Pink Heart Funds P.O. Box 1047 Long Beach, MS 39560														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

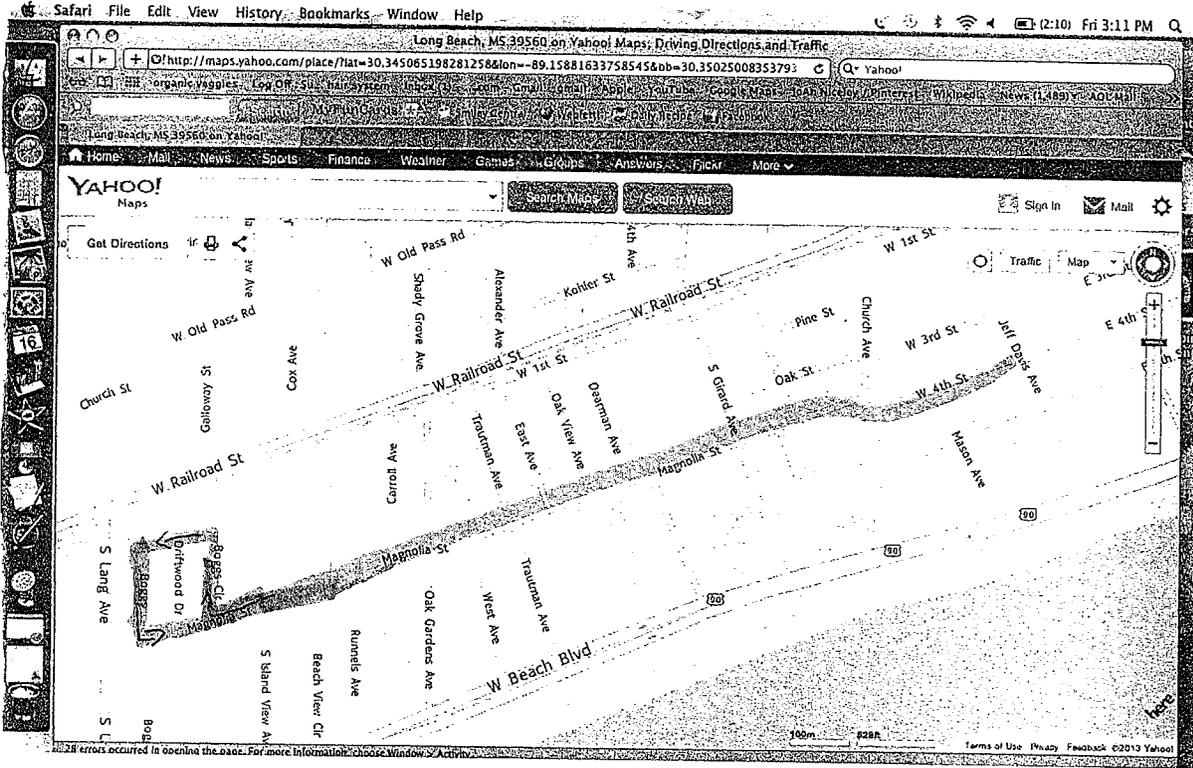
INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			VBA230638-00	3/13/2013	3/13/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Non Profit Organization: Outreach Program that Provides Cranial Wigs;
 Non Profit Organization: Outreach Program that Provides Cranial Wigs; Subject To All Mandatory Endorsements /Exclusions.

CERTIFICATE HOLDER City Of Long Beach P.O. Box 929 Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of September 3, 2013
Mayor and Board of Aldermen



Minutes of September 3, 2013
Mayor and Board of Aldermen



7th Annual Walk of Hope
PARTICIPANT REGISTRATION FORM
5K or 1 Mile Walk/Run/Roll

Event Date: Saturday, October 12, 2013
Location: Long Beach Town Green, Jefferson Davis Avenue, Long Beach, Mississippi
Registration: 7:30am
Start Time: 8:30am

Pre-Registration Deadline: September 27, 2013

Registration Fees (Please select one):

- \$20 General Registration (includes t-shirt if pre-registered)*
- \$50 PINK VIP (includes pink wig, tank top, water bottle and drawstring backpack if pre-registered)*

**REGISTRATIONS RECEIVED AFTER SEPTEMBER 27, 2013 ARE NOT GUARANTEED T-SHIRT OR PINK WIG, TANK-TOP, WATER BOTTLE AND DRAWSTRING BACKPACK*

Prizes for BEST STROLLER/WAGON DECORATIONS, CRAZIEST TEAM, MOST MONEY RAISED BY A TEAM

Forms must be completed for all participants. Pre-Registration deadline is September 27, 2013 to guarantee t-shirt.

Name: _____ Team Name: _____
Address: _____ City, St, ZIP: _____
E-Mail: _____ Phone: _____

Select one: 5K Run 1 Mile Walk/Run/Roll

T-Shirt Size (please select one):

- Adult Size: S M L XL XXL
- Child Size: S M L XL

Check Cash Credit Cards

Credit Card Information:

Make checks payable to: **Pink Heart Funds**

Visa Mastercard AMEX

Card Number:

Name on card: _____

Exp. Date (mm/yyyy) _____ Security Code: _____

ZIP Code: _____

Signature: _____

I waive and release the City of Long Beach, Mississippi, and Pink Heart Funds from any responsibility, claims, or liability of any kind. I give the irrevocable right to use my picture, portrait or photograph in all forms, media and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes.

Signature of Participant /
Signature of Parent or Guardian of Participant under 18

Printed Name

Date

Leashed pets are welcome.

Minutes of September 3, 2013
 Mayor and Board of Aldermen



7th Annual Walk of Hope

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Event Date: **Saturday, October 12, 2013**
 Location: **Long Beach Town Green, Jefferson Davis Avenue, Long Beach, Mississippi**
 Registration: **7:30am**
 Start Time: **8:30am**

Sponsorship Deadline: **September 27, 2013**

Please complete form to its entirety.

Sponsorship Levels:

- Platinum \$2,500 Colored name/logo on back of T-shirt and sleeve (x-large print)
- Gold \$1,000 Colored logo on T-shirt (large print)
- Silver \$500 Name/logo on T-shirt (medium print)
- Bronze \$250 Name/logo printed on T-shirt (small print)
- Pink \$100 Name printed on T-shirt

PHF Volunteer: _____
 Company Name: _____ Team Being Sponsored: _____
 Point of Contact: _____ E-Mail Address: _____
 Telephone No.: _____ Signature: _____

Check Cash Credit Cards Credit Card Information:
 Make checks payable to: **Pink Heart Funds** Visa Mastercard AMEX
 Name on card: _____ Card Number: _____
 Exp. Date (mm/yyyy) _____ Security Code: _____
 ZIP Code: _____ Signature: _____

Submit completed registration form to:
 Pink Heart Funds
 P.O. Box 1047
 Long Beach, MS 39560

Email logo artwork in PNG format to:
pinkheartfunds@gmail.com
 Attn: Millie

Minutes of September 3, 2013
Mayor and Board of Aldermen



5095 Beatline Road Long Beach, MS 39560 (228) 575-8299 plnkheartfunds@gmail.com www.pinkheartfunds.org
501 (c) 3 ID #20-8907897

Pink Heart Funds exists to inspire, encourage, and restore hope for persons affected with cancer and hair loss disorders

August 14, 2013

Dear City of Long Beach,

Each year Pink Heart Funds has an annual fundraiser to raise money to provide free wigs, breast prostheses and lymphedema sleeves to the uninsured. We are hosting our 7TH Annual "Walk of Hope" on Saturday, October 12, 2013 at Long Beach Town Green. We have hosted the walk there for the past two years.

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Thank you,
Holly Bourgeois
Board Director & Cancer Survivor

Minutes of September 3, 2013
Mayor and Board of Aldermen

Charlene Stogner

From: "Pink Heart Funds" <pinkheartfunds@gmail.com>
To: <Charlene@cityoflongbeachms.com>
Sent: Tuesday, August 20, 2013 8:28 AM
Subject: Pink Heart Funds

Street Banners and sign requests.

Corner intersection of Beatline Rd and Daughtry

Intersection of Klondyke Rd. and Rail Road

Intersection of Klondyke Rd. and Cleveland Ave

Intersection of Rail Road and Klondyke

All other signs will be on private properties and approved by home owner or business owner.

--

Pink Heart Funds Team of Volunteers

Please visit our FAQ at www.pinkheartfunds.org

Pink Heart Funds exists to inspire, encourage, and restore hope for persons affected with cancer and hair loss disorders.

Pink Heart Funds
P. O. Box 1047
Long Beach, MS 39560
(228) 575-8299

*Pink Heart Funds is a tax deductible 501(c) (3) organization
ID #20-8907897*

8/20/2013

Upon discussion, Alderman Carrubba made motion seconded by Alderman Young and unanimously carried to approve the special event application as set forth above, waiving associated fees, all to promote the City of Long Beach and advertise the resources and opportunities available.

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to approve funding in the amount of \$8,500.00 to Cruisin' the

Minutes of September 3, 2013
Mayor and Board of Aldermen

Coast® to promote the City of Long Beach and advertise the resources and opportunities available.

Alderman Parker made motion seconded by Alderman Young and unanimously carried to decline the request submitted by Dale Stennett for the city to purchase his property on Russell Avenue.

Attorney Russell Nobile updated the Mayor and Board of Aldermen on Water and Sewer collection and the ongoing litigation with Ronald Jefferson; no official action was required or taken.

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

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

Minutes of September 3, 2013
Mayor and Board of Aldermen

APPROVED:

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

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk