

**Minutes of October 7, 2014
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in October, 2014, 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., Mark E. Lishen, Alan Young, City Clerk Rebecca E. Schruuff, and City Attorney James C. Simpson, Jr.

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

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 September 2, 2014, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Advertisement for Bids, Public Works Annual Contracts, as follows:

- PVC Sewer Pipe & Fittings, water Pipe & Fittings, Fire Hydrant & Gate Valves.
- Reclaimed Crushed Concrete
- Ready Mix Concrete
- Hot Bituminous Pavement, Type SC-1
- Crushed Limestone
- Polyethylene Culvert Pipe (Smooth Interior Only)
- Chlorine for Public Water Distribution System

All as evidenced by the Publisher's Proof of Publication. Alderman Parker made motion seconded by Alderman Young and unanimously carried to spread said Proofs of Publication upon the minutes of this meeting in words and figures, as follows:

Minutes of October 7, 2014
Mayor and Board of Aldermen

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett 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 of 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. 130 No., 341 dated 2 day of Sept, 20 14
- Vol. 130 No., 348 dated 9 day of Sept, 20 14
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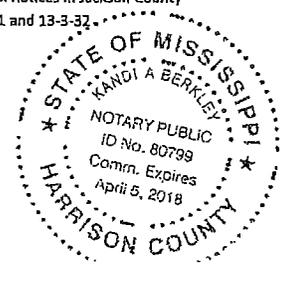
Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

SEP 17 2014 Crista Brackett
Clerk

Sworn to and subscribed before me this 16 day of Sept, A.D., 20 14

[Signature]
Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



LEGAL NOTICE FOR BIDS
NOTICE IS HEREBY GIVEN
The City of Long Beach, Mississippi, will receive sealed bids for PIGSEWER PIPE & FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT VALVES, and FIRE HYDRANT. Bids must be received at Long Beach City Hall by the City Clerk, Dan Bentley, September 25, 2014, and opened September 30, 2014. Bids must include specifications and terms for purchase and be made to the administrative offices: Utility Partners, LLC, 4043 Kollex Parkway, Long Beach, Mississippi 39060. Bids must be properly filed with the City Clerk, no later than the date specified. The Long Beach City Hall, which has all bids properly filed will be opened for the public tabulation with all communications to the Mayor and Board of Aldermen. Bids may be inspected by the City of Long Beach for a period not to exceed 10 days from the date of the opening of bids. The City of Long Beach reserves the right to reject any and all bids and to award the contract to the lowest responsible bidder. ORDERED by the Mayor and Board of Aldermen, this 16th day of September, 2014.
Rebecca E. Schmitt, City Clerk
ADVS. 16.271E

Minutes of October 7, 2014
Mayor and Board of Aldermen

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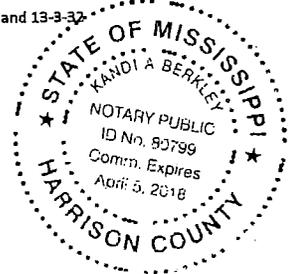
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SEP 17 2014 Crista Brackett
Clerk

Sworn to and subscribed before me this 16 day of Sept, A.D., 2014

Handberg
Notary Public

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LEGAL NOTICE
ADVERTISEMENT FOR
BIDS
NOTICE IS HEREBY GIVEN
that the City of Long Beach,
Mississippi, will receive
sealed bids for "RECLAIMED
CRUSHED CONCRETE", as
ordered by the City of Long
Beach from time to time for a
period beginning October 1,
2014, and ending September
30, 2015.
Bid sheets, which include
specifications and terms of
purchase, are available at the
administrative office, Utility
Partners, LLC, 404 Kohlar
Avenue, Long Beach, Missis-
sippi, 38650, (228) 883-0440.
Bids will be received at Long
Beach City Hall by the City
Clerk, 2nd Floor, Suite 202,
201 Jeff Davis Avenue, P.O.
Box 928, Long Beach, Missis-
sippi, 38650, Monday through
Friday, 8:00 a.m. - 5:00 p.m. All
bids must be properly filed
with the City Clerk no later
than Monday, September 29,
2014, at 10:00 a.m., at the
Long Beach City Hall at which
time all bids properly filed will
be opened for review and
tabulation with a recommen-
dation to the Mayor and Board
of Aldermen for award,
Tuesday, October 7, 2014.
Sealed bids must be submit-
ted on the required bid form
and must be clearly marked
"BID FOR RECLAIMED
CRUSHED CONCRETE", on
the outside envelope.
Bids may be held by the City of
Long Beach for a period not
to exceed thirty (30) 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.
The City of Long Beach
reserves the right to reject any
and all bids and to waive any
informalities.
ORDERED by the Mayor and
Board of Aldermen this the
2nd day of September, 2014.
Witness my hand and the seal of
the City of Long Beach, Mississippi,
this 16th day of September, 2014.
Rebecca E. Schmidt, City
Clerk
ADV8, 16, 2TUE 1646371

Minutes of October 7, 2014
Mayor and Board of Aldermen

Proof of Publication

LEGAL NOTICE
ADVERTISEMENT FOR
BIDS
 NOTICE IS HEREBY GIVEN that the City of Long Beach, Mississippi, will receive sealed bids for "READY MIX CONCRETE", as ordered by the City of Long Beach from time to time for a period beginning October 1, 2014, and ending September 30, 2015. Bid sheets, which include specifications and terms of purchase, are available at the administrative offices, Utility Partners LLC, 404 Kohler Avenue, Long Beach, Mississippi, 38501, (228) 833-0440. Bids will be received at Long Beach City Hall by the City Clerk, 2nd Floor, Suite 202, 201 Jeff Davis Avenue, P.O. Box 928, Long Beach, Mississippi, 38501, Monday through Friday 9:00 a.m. - 5:00 p.m. All bids must be properly filed with the City Clerk no later than Monday, September 29, 2014, at 10:00 a.m. at the Long Beach City Hall, at which time all bids properly filed will be opened for review and tabulation with a recommendation to the Mayor and Board of Aldermen. Bids will be awarded Tuesday, October 7, 2014. Sealed bids must be submitted on the required bid form and must be clearly marked "BID FOR READY MIX CONCRETE" on the outside envelope. Bids may be held by the City of Long Beach, for a period not to exceed thirty (30) 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. The City of Long Beach reserves the right to reject any and all bids and to waive any informality. ORDERED by the Mayor and Board of Aldermen this 2nd day of September, 2014. Witness my hand and the seal of the City of Long Beach, Mississippi, this 2nd day of September, 2014.
 Rebecca E. Schnuff, City Clerk
 ADV9, 18, 2TUE 1448309

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett, 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 of 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:

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

Crista Brackett

SEP 17 2014

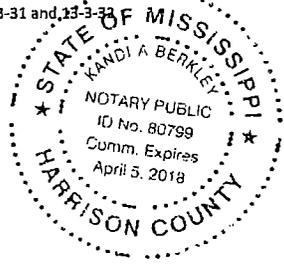
Clerk

Sworn to and subscribed before me this 16 day of Sept, A.D., 2014

Kand Berg

Notary Public

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Minutes of October 7, 2014
Mayor and Board of Aldermen

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Crista Brackett

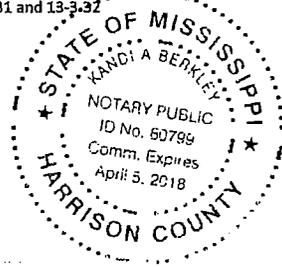
SEP 17 2014

Clerk

Sworn to and subscribed before me this 16 day of Sept, A.D., 2014

Hardy
Notary Public

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LEGAL NOTICE ADVERTISEMENT FOR BIDS
 NOTICE IS HEREBY GIVEN that the City of Long Beach, Mississippi, will receive sealed bids for "HOT BITUMINOUS PAVEMENT TYPE SC-1", as ordered by the City of Long Beach from time to time for a period beginning October 1, 2014, and ending September 30, 2015.
 Bid sheets, which include specifications and terms of purchase, are available at the administrative offices, Lilly Partners, LLC, 404 Kohler Avenue, Long Beach, Mississippi, 39560, (228) 665-0440. Bids will be received at Long Beach City Hall by the City Clerk, 2nd Floor, Suite 202, 201 Jeff Davis Avenue, P.O. Box 928 Long Beach, Mississippi, 39560, Monday through Friday 8:00 a.m. - 5:00 p.m. All bids must be properly filed with the City Clerk no later than Monday, September 29, 2014, at 10:00 a.m. at the Long Beach City Hall, at which time all bids properly filed will be opened for review and tabulation with a recommendation to the Mayor and Board of Aldermen for award. Tuesday, October 7, 2014. Sealed bids must be submitted on the required bid form and must be clearly marked "BID FOR HOT BITUMINOUS PAVEMENT TYPE SC-1", on the outside envelopes.
 Bids may be held by the City of Long Beach, for a period not to exceed thirty (30) 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. The City of Long Beach reserves the right to reject any and all bids and to waive any informality.
 ORDERED by the Mayor and Board of Aldermen this the 2nd day of September, 2014.
 signed
 Hebece E. Schmitt, City Clerk
 ADV9,16,2TUE 1648308

Minutes of October 7, 2014
Mayor and Board of Aldermen

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COUNTY OF HARRISON

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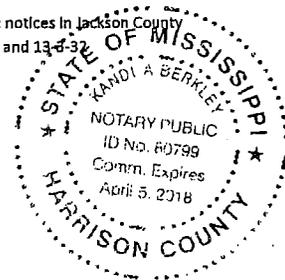
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SEP 17 2014 Crista Brackett
Clerk

Sworn to and subscribed before me this 16 day of Sept, A.D., 2014

[Signature]
Notary Public

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LEGAL NOTICE
ADVERTISEMENT FOR
BIDS
NOTICE IS HEREBY GIVEN
that the City of Long Beach,
Mississippi, will receive
sealed bids for "CRUSHED
LIMESTONE", as ordered by
the City of Long Beach from
time to time for a period begin-
ning October 1, 2014, and
ending September 30, 2016.
Bid sheets, which include
specifications and terms of
purchase, are available at the
administrative offices, Lilly
Partners, LLC, 404 Kohler
Avenue, Long Beach, Missis-
sippi, 39560, (228) 883-0440.
Bids will be received at Long
Beach City Hall by the City
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Box 828, Long Beach, Missis-
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2014, at 10:00 a.m. at the
Long Beach City Hall, at which
time all bids properly filed will
be opened for review and
tabulation with a recommen-
dation to the Mayor and Board
of Aldermen, for award,
Tuesday, October 7, 2014.
Sealed bids must be submi-
ted on the required bid form
and must be clearly marked
"BID FOR CRUSHED LIME-
STONE", on the outside en-
velope.
Bids may be held by the City of
Long Beach, for a period not
to exceed thirty (30) 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.
The City of Long Beach
reserves the right to reject any
and all bids and to waive any
irregularities.
ORDERED by the Mayor and
Board of Aldermen this 16th
day of September, 2014,
Signed: Rebecca E. Schuff, City
Clerk.
ADV 18, 2 TUE 14 46370

Minutes of October 7, 2014
Mayor and Board of Aldermen

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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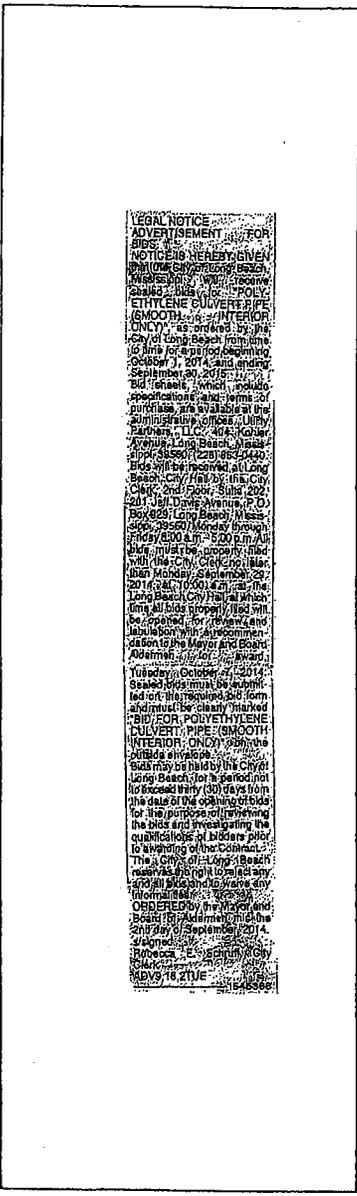
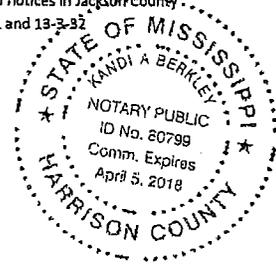
SEP 17 2014 Crista Brackett

Clerk

Sworn to and subscribed before me this 16 day of Sept, A.D., 20 14

[Signature]
Notary Public

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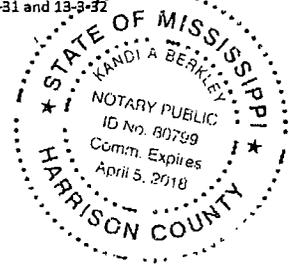
SEP 17 2014 Crista Brackett

Clerk

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[Signature]
Notary Public

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LEGAL NOTICE FOR BIDS
 NOTICE IS HEREBY GIVEN that the City of Long Beach, Mississippi, will receive sealed bids for "CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM", as ordered by the City of Long Beach from time to time for a period beginning October 1, 2014, and ending September 30, 2015.
 Bid sheets, which include specifications and terms of purchase, are available at the administrative offices, Utility Partners, LLC, 404 Kohler Avenue, Long Beach, Mississippi, 39560, (228) 853-0440. Bids will be received at Long Beach City Hall by the City Clerk, 2nd Floor, Suite 202, 201 Jeff Davis Avenue, P.O. Box 920 Long Beach, Mississippi, 39560, Monday through Friday 8:00 a.m. - 5:00 p.m. All bids must be properly filed with the City Clerk no later than Monday, September 29, 2014, at 10:00 a.m. at the Long Beach City Hall, at which time all bids properly filed will be opened for review and tabulation with a recommendation to the Mayor and Board of Aldermen for award. Sealed bids must be submitted on the required bid form and must be clearly marked "BID FOR CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM", on the outside envelope. Bids may be held by the City of Long Beach, for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the qualifications of bidders prior to awarding of the Contract. The City of Long Beach reserves the right to reject any and all bids and to waive any informality.
 ORDERED by the Mayor and Board of Aldermen this 2nd day of September, 2014.
 Rebecca E. Schmitt, City Clerk
 ADV9/16,2TUE 1546395

**Minutes of October 7, 2014
Mayor and Board of Aldermen**

The Clerk further reported that all bids properly filed were publicly opened and read aloud by Project Manager Derrel Wilson, Utility Partners, LLC, and City Clerk Rebecca Schruff, Monday, September 29, 2014, in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, at 10:00 a.m.; bid representatives were also in attendance. Said bids are as follows:

➤ PVC SEWER PIPE & PIPE FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT & GATE VALVES:

(Bids remain under advisement for review and tabulation.)

➤ RECLAIMED CRUSHED CONCRETE:

Bayou Concrete, LLC
Bid Amount: \$20.00/Ton

J. Levens Builders
Bid Amount: \$22.00/Ton

Warren Paving, Inc.
Bid Amount: \$23.00/Ton

➤ READY MIX CONCRETE:

Bayou Concrete, LLC
Bid Amount: \$94.00 per C.Y. 5 Yd. or more/\$124.50 per C.Y. Less than 5 C.Y.

Metro Concrete
Bid Amount: \$99.50 per C.Y. 5 Yd. or more/\$249.50 per C.Y. Less than 5 C.Y.

➤ HOT BITUMINOUS PAVEMENT, TYPE SC-1:

Warren Paving, Inc.
Bid Amount: \$57.00/Ton

Landshapers, Inc.
Bid Amount: \$60.00/Ton

Huey Stockstill, Inc.
\$79.00/Ton

➤ CRUSHED LIMESTONE:

Vulcan Materials
Bid Amount: 824-A or B Gradation-\$25.48/Ton; 610 Gradation \$25.48/Ton

Warren Paving, Inc.
Bid Amount: 824-A or B Gradation-\$25.50/Ton; 610 Gradation \$25.50/Ton

➤ POLYETHYLENE CULVERT PIPE (SMOOTH INTERIOR ONLY):

(Bids remain under advisement for review and tabulation.)

➤ CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM:

DPC Enterprises, L.P.
Bid Amount: \$112.00 per 150lb Cylinder

Minutes of October 7, 2014
Mayor and Board of Aldermen

The aforementioned bids were then taken under advisement for review and tabulation by Mr. Wilson for recommendation, as follows:



Memo

To: MAYOR SKELLIE & BOARD OF ALDERMEN
From: Derrel Wilson, Project Manager
CC: Becky Schruff, City Clerk
Date: 10/2/2014
Re: ANNUAL BIDS -- OCTOBER 1, 2014 -- SEPTEMBER 30, 2015

READY MIX CONCRETE:

I have reviewed the bids received for Ready Mix Concrete and find that Bayou Concrete, LLC has submitted the lowest and best bid. I recommend the City of Long Beach award the bid to Bayou Concrete, LLC, 14312 Creosote Road, Gulfport, MS 39503.

BID TABULATION:	PER C.Y. 5 YDS. OR MORE	PER C.Y. LESS THAN 5 C.Y.
BAYOU CONCRETE	\$94.00	\$124.50
METRO CONCRETE	\$99.50	\$249.50

HOT BITUMINOUS ASPHALT:

I have reviewed the bids received for Hot Bituminous Asphalt, Type SC-1 and find that Warren Paving has submitted the lowest and best bid. I recommend the City of Long Beach award this bid to Warren Paving, Inc., P.O. Box 2645, Gulfport, MS 39505.

BID TABULATION:	VENDORS PLANT-LOADED ON CITY TRUCK
WARREN PAVING, INC	\$57.00/TON
LANDSHAPERS, INC.	\$60.00/TON
HUEY STOCKSTILL, INC.	\$79.00/TON

Minutes of October 7, 2014
 Mayor and Board of Aldermen

CRUSHED LIMESTONE:

I have reviewed the bids received for Crushed Limestone as shown on Bid Tabulation below:

TABULATION:	825-A or 825-B	610 GRADATION
VULCAN MATERIALS	\$25.48/TON	\$25.48/TON
WARREN PAVING, INC.	\$25.50/TON	\$25.50/TON

I recommend the City of Long Beach award the bid for Crushed Limestone to Vulcan Materials, 4127 Eaton Avenue, Long Beach, MS 39560.

RECLAIMED CRUSHED CONCRETE:

I have reviewed the bids received for Reclaimed Crushed Concrete and find that Bayou Concrete, LLC has submitted the lowest and best bid. I recommend the City of Long Beach award this bid to Bayou Concrete, LLC, 14292 Creosote Rd., Gulfport, MS 39503

TABULATION:	LOADED ON CITY TRUCK
BAYOU CONCRETE, LLC	\$20.00/TON
J. LEVENS BUILDERS	\$22.00/TON
WARREN PAVING, INC.	\$23.00/TON

CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM:

I have reviewed the bid received for Chlorine for Public Water Distribution System and recommend the City of Long Beach award this bid to DPC Enterprises, Inc., P.O. Box 11447, Chickasaw, Alabama, 36671-0447.

TABULATION:	CHLORINE FOR PUBLIC WATER DISTRIBUTION
(Bid Tab – One bid received)	
DPC ENTERPRISES, L.P.	\$112.00 PER 150lb CYLINDER

• Page 2

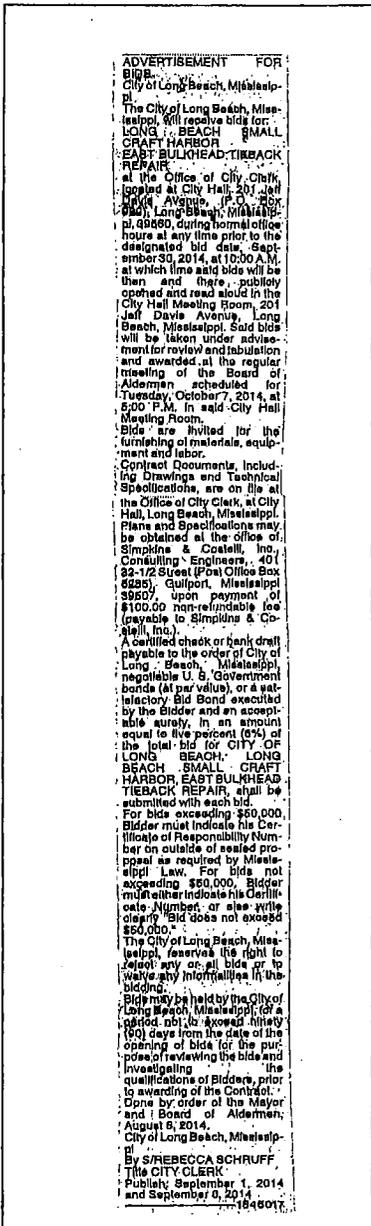
Based upon the recommendation of Mr. Wilson, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to award public works annual contracts as set forth above, taking bids for "PVC SEWER PIPE & FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT & GATE VALVES" and "POLYETHYLENE CULVERT PIPE (SMOOTH INTERIOR ONLY)" under advisement until the next regular meeting, October 21, 2014.

Minutes of October 7, 2014
Mayor and Board of Aldermen

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 August 5, 2014, 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, Legal Notice, Advertisement for Bids, "Smallcraft Harbor East Bulkhead Tieback Repairs", as evidenced by the Publisher's Proof of Publication.

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

Proof of Publication



STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett 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 of 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. 130 No., 333 dated 1 day of Sept, 2014
- Vol. 130 No., 340 dated 8 day of Sept, 2014
- 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____

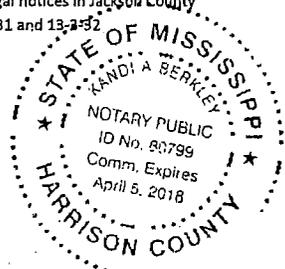
Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

SEP 10 2014 Crista Brackett
Clerk

Sworn to and subscribed before me this 8 day of Sept A.D., 2014

[Signature]
Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32



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The Clerk further reported that three (3) bids were properly filed, publicly opened and read aloud on September 30, 2014, at 10:00 a.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, by Project Engineers Michael Costelli and William E. Mitchell, Project Manager Ron Robertson and Deputy City Clerk Stacey Dahl; company representatives were also present. Said bids are as follows:

Gills Crane & Dozer Service, Inc.
116 Marlin Drive
Slidell, LA 70461
Bid Amount: \$475,538.00

Twin L Construction, Inc.
8292 Firetower Road
Pass Christian, MS 39571
Bid Amount: \$294,519.00

Walters Diving and Marine, Inc.
1315 Lake Avenue
Pascagoula, MS 39567
Bid Amount: \$323,651.55

Said bids were taken under advisement for review and tabulation for recommendation from the Project Engineers at the next regular meeting, October 7, 2014.

Upon discussion and at the request of the Project Engineers, Alderman Parker made motion seconded by Alderman Young and unanimously carried to take the aforementioned bids under advisement for further consideration and review at the next regular meeting, October 21, 2014.

The Mayor and Board of Aldermen recognized and congratulated Ms. Elaine Vogt Ehlers on the occasion of her induction into the Mississippi Gulf Coast Community College Hall of Honor 2013.

There were no announcements, presentations, proclamations, amendments or public comments to the municipal docket.

Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated September 16, 2014, as submitted.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated September 25, 2014, with exception to action taken approving the

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application for removal of three (3) live oak trees submitted by Brooke and/or Vu Tran at 20200 Pineville Road.

Upon further discussion, Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to take the tree removal permits under advisement for further review and consideration by the Long Beach Planning Commission upon the submittal of detailed plans by the property owners.

Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried to approve minutes of the Long Beach Port Commission, as follows:

- Regular Meeting, September 18, 2014, as submitted (no quorum);
- Recess Meeting, September 29, 2014, as submitted.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve payment of invoices as listed in Docket of Claims Numbers 093014 and 100714.

There was no report from the Mayor's Office.

No action was required or taken regarding the Community Development Grant Program.

Based upon the recommendation of Department Heads and certification by the Civil Service Commission, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve personnel matters, as follows:

HARBOR:

- Hire Harbor Guard Jack Watts, CSH-2, effective October 15, 2014;
- Hire Harbor Guard Kimberly Fillingame, CSH-2, effective October 15, 2014.

FIRE DEPARTMENT:

- Resignation, Firefighter Matt Ross, effective September 30, 2014.

POLICE DEPARTMENT:

- Resignation, Recruit Police Officer Kendrick Stennis, effective September 20, 2014.

Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to approve the Contract for Housing Detainees/Prisoners by and

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between the City of Long Beach, Harrison County Board Supervisors and the Sheriff of Harrison County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

**CONTRACT FOR HOUSING DETAINEES/PRISONERS FOR
THE CITY OF LONG BEACH**

WHEREAS, Harrison County Mississippi, by and through the Harrison County Board of Supervisors and the Sheriff of Harrison County, Mississippi, provide an Adult Detention Center (HCADC) for housing of all County detainees/prisoners; and

WHEREAS, the City of Long Beach does not currently maintain facilities for housing its detainees/prisoners therefore desires to enter into an agreement with Harrison County Mississippi, by and through the Harrison County Board of Supervisors, and the Sheriff of Harrison County (hereinafter collectively "the County") to house the detainees/prisoners of the City of Long Beach (hereinafter "Long Beach"); and

WHEREAS, the County has agreed to the request of Long Beach to house the detainees/prisoners of Long Beach subject to certain conditions including compensation for housing of its detainees/prisoners; the method of computing the amount owed; the responsibility for transporting detainees/prisoners from the Harrison County Adult Detention Center (hereinafter "HCADC") or other facilities to the Courthouse or Municipal Court; and the responsibility for payment of all hospital, doctor, medical, dental, and medical costs incurred by the Long Beach detainees/prisoners while incarcerated or detained; 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 housing of Long Beach detainees/prisoners in the HCADC in this Contract.

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WITNESSETH:

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

SECTION I. Effective _____ subject to final signature of all parties to this Contract, and approval on the minutes of the County and Long Beach, Long Beach shall pay the County the sum of Twenty-five Dollars (\$25.00) per qualifying day per each Long Beach detainee/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 provided to the detainee/prisoner where the treatment is provided at the HCADC by the County medical provider or contractor. It specifically does not include any dental, medical or mental health treatment provided by medical providers other than Correctional Medical Associates or equivalent as contracted medical provider for the HCADC.

For the purposes of this Contract, the term "Long Beach Detainee/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 or detention by Long Beach law enforcement personnel or judicial 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 or commenced by Long Beach, pending the filing of a Court Order binding the arrested detainee/prisoner over for action by the Grand Jury or the arrested detainee/prisoner waives indictment.

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

Contract -City HCADC

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- I) a minimum of one day shall be charged for all Long Beach detainees/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 detainees/prisoners according to the "head count" taken at 12 noon each day; provided however, that a Long Beach detainees/prisoners 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 Long Beach detainees/prisoners 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 detainee/prisoner shall continue so long as the Long Beach detainees/prisoners remains incarcerated in the HCADC or at any other correctional facility as designated by the Sheriff, or until such time as the Long Beach detainees/prisoners are bound over for action by the Grand Jury and/or waives indictment. Provided, however, Long Beach detainees/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 detainees/prisoners shall continue during such jail term until a copy of an Order releasing said detainee/prisoner is received by the HCADC. It is Long Beach's sole responsibility to ensure such Order releasing said detainee/prisoner is delivered to, received by, and acknowledged by the HCADC.

SECTION II. Long Beach shall be responsible for transporting Long Beach

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detainees/prisoners for housing 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 detainees/prisoners to and from HCADC and doctor/dental offices, mental health or 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 HCADC or any satellite facility determine based upon their medical judgment that immediate attention is needed for any Long Beach detainees/prisoners, and waiting for Long Beach Police Department to come and make the transport would further jeopardize the health/safety of the Detainee/prisoner, then the transport will be made by ambulance or a facility vehicle and Long Beach shall be responsible and shall pay for such expense and/or shall reimburse Harrison County for any such expense, where incurred the County. Despite the fact that Long Beach did not authorize the transport, it will still be the responsibility of Long Beach to pay all expense for any such transport, and the expenses of providing security until Long Beach can begin providing the necessary security at any such medical or mental health facility.

Long Beach shall be responsible for the transportation of detainees/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 for any reason other than what is provided at the HCADC, then Long Beach shall be responsible for and directly pay those hospital, doctor, mental, medical, dental, prescription costs/bills and other medical provider's charges incurred by and on behalf of the Long Beach detainees/prisoners, which are reasonable

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and necessary as governed by Miss. Code Ann. §§ 47-1-57 and 47-1-59 (1972).

All such charges shall be paid within thirty (30) days after submission to Long Beach by or on behalf of any dental, medical or mental care provider and if in the event the County pays any such costs or expense then Long Beach shall reimburse the County within thirty (30) days after submission to Long Beach by the County.

The payment for such medical charges shall continue so long as the Long Beach detainees/prisoners remain incarcerated in the HCADC or other facility, or until such time as the Long Beach detainees/prisoners are bound over by action of the Grand Jury and/or waives indictment. Provided, however, Long Beach detainees/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 detainee/prisoner and for dental, mental health or medical care as provided herein until release on receipt by the County of an Order releasing same. Such responsibility shall continue during such jail term and until receipt by the County of a properly signed and entered judicial order releasing said detainee/prisoner.

If the Sheriff and/or medical staff at the facility find and determine that a Long Beach detainee/prisoner is in need of immediate dental, mental health or medical attention and should be transported by ambulance or a facility vehicle to a such facility and/or hospital, neither the County nor the Sheriff shall be responsible for any fees, cost, or expenses related to the transportation or dental, mental health or medical services or expense provided for said detainee/prisoner, even if Long Beach releases the inmate with an own recognizance bond or other bond. In such event, Long Beach agrees it will not seek the payment, reimbursement or

Contract - City HCADC

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any recourse for the hospital, doctor, medical costs/bills from the County or the Sheriff. Should a medical provider and/or hospital seek payment from the Sheriff or County for an inmate who has been Own Recognizance or other bond by Long Beach and therefore transported to an outside medical facility, Long Beach agrees it will take all necessary action to resolve any payment issue between Long Beach and the provider/hospital without seeking recourse from the County or Sheriff.

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. However, by execution of this Contract, Long Beach acknowledges that it is responsible for the housing of its detainees/prisoners housing needs and is responsible for the dental, mental health and/or medical care required its detainees/prisoners outside of the HCADC or other facility regardless of how or why incurred until released as provided herein.

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. The Sheriff and/or Correctional Medical Association, has the absolute unconditional right to refuse to accept for housing any Long Beach detainees/prisoners, or continue to house any Long Beach detainees/prisoners after acceptance in their discretion. If a prisoner is rejected by the Sheriff of Harrison County, Long Beach shall pick up their prisoner

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for immediate removal.

SECTION VI. The parties agree that the Sheriff is permitted to re-locate Long Beach detainees/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 Long Beach detainees/prisoners 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, except that this Contract shall still be applicable where not in conflict with said existing interlocal agreement(s) as between the County and City. If the detainees/prisoners are relocated to another facility, the detainees/prisoners still remain "Long Beach detainees/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:

Board President
Harrison County Board of Supervisors
Post Office Box CC
Gulfport, MS 39502

With a copy to the Board Attorney

LONG BEACH:

Mayor
Post Office Box 929
Long Beach, MS 39560

With a copy to the City Attorney

Contract -City HCADC

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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, unless terminated by either party. The parties have the right to terminate this Contract for any reason; however, they must provide thirty (30) days written notice.

Thereafter, upon written request of Long Beach and upon approval by the County, this Contract may be extended or renewed for one (1) year periods by appropriate Order requesting such by Long Beach and acceptance thereof Order of the County and concurrence of the Sheriff, 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.

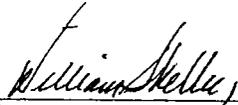
SECTION XI. This Contract constitutes the entire agreement of the parties and may be amended only upon mutual written consent of the parties.

WITNESS THE SIGNATURES of the parties to this Contract on this the ____ day of _____, 2014.

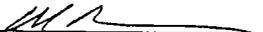
HARRISON COUNTY, MISSISSIPPI
THROUGH ITS BOARD OF SUPERVISORS

CITY OF LONG BEACH

By: _____
Marlin Ladner, President

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

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By: 
Sheriff Melvin Brisolaro, Harrison County, MS

Contract - City HCADC

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Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the Animal Control Services Agreement by and between the City of Long Beach, Mississippi, and the Humane Society of South Mississippi, as follows:

**Minutes of October 7, 2014
Mayor and Board of Aldermen**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

**ANIMAL CONTROL SERVICES
AGREEMENT**

This Animal Control Services Agreement (hereinafter the "Agreement") is executed this day by and between the undersigned, CITY OF LONG BEACH, MISSISSIPPI (hereinafter the "City"), a municipal corporation, and the HUMANE SOCIETY OF SOUTH MISSISSIPPI (hereinafter "HSSM"), a Mississippi non-profit corporation, which do hereby mutually agree as follows:

1. Animal Shelter Services. In furtherance of animal control in City of Long Beach, Mississippi, HSSM agrees to accept stray animals properly delivered by the public, as well as any official representing the City, at HSSM's shelter located at 2615 25th Avenue, Gulfport, Mississippi, 39501, as provided in this Agreement. In accordance with the Mississippi State Animal Welfare Laws, HSSM agrees to hold these animals and provide them with shelter, care, food, and water for a minimum of five (5) business days unless otherwise prescribed in this Agreement (hereinafter "holding period").

At the conclusion of the prescribed holding period, HSSM further agrees to provide adoption services for said animals, and if necessary, at the sole discretion of HSSM, to provide humane euthanasia service and sanitary disposal of remains of said animals, as needed, and in accordance with the Mississippi State Animal Welfare Laws.

2. Delivery of Animals. The City agrees to deliver stray, lost, abandoned, seized or otherwise captured animals to HSSM by physically transporting said animals to HSSM's shelter located at 2615 25th Avenue, Gulfport, Mississippi, 39501, and further place said animals into cages, pens, or other containment areas as directed by the shelter staff of HSSM. The City further agrees that its animal control officers shall assist and otherwise cooperate to the fullest extent with the shelter staff of HSSM during these deliveries so as to facilitate the transfer of said animals.

3. Payment. As base compensation for the services to be rendered under this Agreement, the City agrees to pay HSSM the monthly sum of Five Hundred Forty Dollars and 00/100 (\$540.00), payable on the first day of each month, with the first payment being due on October 1, 2014, and continuing each month thereafter during the term of this Agreement. All payments shall be delivered to HSSM at 2615 25th Avenue, Gulfport, Mississippi, 39501 by hand or by U.S. first class mail, postage prepaid.

4. Term. The term of this Agreement is for three (3) years, commencing on October 1, 2014 and continuing through September 30, 2017, provided however, that each party agrees and reserves the right to terminate this Agreement, without cause, upon written notice to the other party of its desire to terminate this Agreement issued not less than one hundred and eighty (180) days prior to the effective date of said termination.

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5. Acceptance of Bite and/or Court Animals.

A. Bite Animals. HSSM agrees to accept from the animal control officers of the City those animals alleged to have bitten a person, as provided in this Agreement. For every such animal delivered, the City agrees to deliver to HSSM at 2615 25th Avenue, Gulfport, Mississippi, 39501 a police report describing the bite incident within forty-eight (48) hours of delivery of the animal. HSSM will hold said animals for a period of not more than ten (10) days after which time the bite case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal.

B. Court Animals. Those animals that are ordered by a court of law to be held and/or seized by the City will be accepted by HSSM from the animal control officers of the City as provided in this Agreement. For every such animal delivered, the City agrees to deliver to HSSM at 2615 25th Avenue, Gulfport, Mississippi, 39501 within forty-eight (48) hours of delivery of the animal the pertinent court documentation evidencing the court's intent to hold, seize or otherwise retain said animal. If such documentation is not forthcoming within forty-eight (48) hours of delivery of the animal, disposition of the animal is left to the sole discretion of the HSSM.

HSSM may hold any such animal for a period of not more than forty (40) days after which time the court case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal.

C. Limitations. It is understood and agreed that HSSM will accept for care a maximum of twenty-two (22) bite or court case animals at one time from all agencies, municipalities or other entities serviced by HSSM. Once the maximum number of bite or court case animals is achieved, HSSM agrees to provide the City with written notice of the same which further advises that no further bite or court case animals will be accepted for care from any entity serviced by HSSM, and the City agrees to comply with said notice until otherwise directed by HSSM. Disposition of unclaimed animals after the requisite holding period is left to the sole discretion of HSSM.

D. Medical Evaluations. HSSM and the City mutually understand and agree that medical evaluation of the animals described in Paragraph 5 herein is not the responsibility of HSSM, but at its sole discretion, HSSM may render necessary medical treatment as prescribed by a licensed veterinarian to any such animal in order to relieve pain and/or extreme discomfort. The parties further agree that all fees, costs or other charges associated with such treatment shall be paid solely by the City in addition to the compensation set forth in Paragraph 3 hereinabove.

E. Additional Fees. In addition to all other amounts described in this Agreement, the City shall pay to the HSSM the sum of twelve dollars and 50/100 (\$12.50) per day for any animal held at the shelter pursuant to Paragraph 6 herein. In the case of a bite animal, if the animal is surrendered by the owner, the City shall be responsible for the costs of the ten (10) day quarantine and necessary medical treatments, unless the animal is returned to the owner, upon which the owner shall be responsible for said costs.

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If the Animal Control agency requests a forensic necropsy service or medical evaluation of an animal, HSSM's veterinarian may perform these services as requested by the agency at a cost of \$50 per hour billed to the City. Any requests for such services must be made to HSSM in writing prior to performance of the same.

F. **Billing.** Invoices for any additional amounts to be paid by the City as described in Paragraph 5 herein will be submitted monthly by HSSM and any amounts due and owing shall be paid to HSSM at 2615 25th Avenue, Gulfport, Mississippi, 39501 within fifteen (15) days of receipt of each invoice.

7. **Medical Care.** The City understands and acknowledges that HSSM is unable to provide emergency veterinary care of animals twenty-four (24) hours per day, seven (7) days per week, and shall not provide emergency veterinary care for animals delivered or to be delivered to HSSM after normal business hours (being Monday – Friday, 8:00 A.M. – 5:00 P.M.) and this responsibility rests solely with the City. The City understands and agrees that no animal which is injured, suffering or is otherwise in need of emergency veterinary care shall be brought by the City to HSSM or any temporary shelter after 5:00 P.M. on Monday through Friday or anytime on Saturday or Sunday. During those times, the City shall be solely responsible for providing life saving emergency veterinary care for said animals prior to delivery of any such animal to HSSM. Failure to comply with this Paragraph will be cause for unilateral termination of this Agreement by HSSM.

8. **Seizures.** In the event of a mass seizure of animals ordered or conducted by the City, the City agrees to make arrangements and pay for the humane containment and care of those animals seized. HSSM agrees to use its best efforts to assist the City in these seizures. If space allows, HSSM may accept these animals for care at the shelter for a time period determined in the sole discretion of HSSM. If HSSM does agree to assist the City in a mass intake of animals, any additional costs incurred by HSSM will be the responsibility of the City to be billed pursuant to the billing terms described herein.

9. **Default.** Any nonpayment or material breach of any provision of this Agreement, by either party, shall be deemed a default of this Agreement. In the event of default, the nonbreaching party may suspend this Agreement until the default is cured by providing the breaching party with written notice of the same. If the nonbreaching party fails to cure its default within thirty (30) days of the date of said notice, this Agreement may be deemed terminated. All costs and expenses, including reasonable attorney's fees, incurred in the enforcement of this Paragraph or any other provision of this Agreement shall be borne by the breaching party.

10. **Indemnification.** To the extent allowed by law, the City agrees to indemnify and hold harmless HSSM, and/or its agents, volunteers, employees, Board of Directors, officer, successors and assigns, from any responsibility for or liability resulting from the physical condition and/or actions of the animals transported and delivered by the City, and/or its agents, employees, officers or officials, pursuant to this Agreement both during the holding period and after their release, if any, and/or from and against any responsibility or liability, including, without limitations, lawsuits, claims, demands, and causes of actions, resulting from or in any way arising out of acts or omissions of the City, and/or its agents, employees, or officials,

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Mayor and Board of Aldermen

relating to the capture, seizure, transporting or delivery of said animals to HSSM or any other act or omission occurring while said animals are in the custody or control of the City.

HSSM agrees to indemnify and hold the City, and/or its agents, employees, officers, and officials harmless from and against any responsibility or liability, including, without limitations, lawsuits, claims, demands, and causes of actions, resulting from or in any way arising out of acts or omissions of HSSM, and/or its agents, volunteers, employees, Board of Directors, officers, successors, and assigns, including, but not limited to, those involving the condition of HSSM's facilities or any animals kept or detained there or the disposition of any animals by way of adoption, return to owners, euthanasia, or otherwise.

11. **Compliance with Governing Laws/Independent Contractor.** HSSM agrees that it and its agents, volunteers, employees, Board of Directors, officers, and officials shall comply with all laws and regulations which may govern or otherwise pertain to any of the services or activities that the HSSM is to perform as set out in this Agreement. It is further acknowledged and understood that HSSM and its agents, employees, servants, officers, and officials and all others who provide or will provide service in connection with this Agreement are not employees or servants of the City or in any joint venture, partnership, or corporate, business, or agency relationship with the City but instead are solely independent contractors.

12. **Entire Agreement; Amendments.** The instant agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements between HSSM and the City. This Agreement may not be amended, supplemented or modified except by a written document signed by authorized representatives of both parties.

13. **Severability.** Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the agreement.

14. **Governing Law.** The parties acknowledge and agree that this agreement shall be construed in accordance with the laws of the State of Mississippi.

15. **Notices/Points of Contact.** All notices described herein, whether the same are required to be in writing or otherwise, shall be provided to the following:

To the City at:

Rebecca Schruff
City Clerk
City of Long Beach
PO Box 929
Long Beach, MS 39560

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To HSSM at:

Humane Society of South Mississippi
Attn: Tara High, Executive Director
2615 25th Avenue
Gulfport, Mississippi 39501

With a copy to:

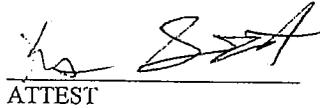
Mark C. Orgler, HSSM Board Attorney
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS 39503

IN WITNESS WHEREOF, The parties have respectively caused this Agreement to be executed by their undersigned duly authorized representatives, this the 7th day of October, 2014.


ATTEST

CITY OF LONG BEACH, MISSISSIPPI

BY: William Skelton
Name:
Title: MAYOR


ATTEST

HUMANE SOCIETY OF SOUTH MISSISSIPPI
BY: Tara High
Tara High, Executive Director

There came on for consideration a letter from Tony DiLorenzo, President, Long Beach Recreation Board, as follows:

Minutes of October 7, 2014
Mayor and Board of Aldermen

From the Long Beach Recreation Board

To the Long Beach Mayor and Board of Alderman,

It is that time of year again for our annual Trunk & Treat event. As we did last year, we would like to have this event at the Town Green. The Long Beach Recreation Board would like your permission to use the Town Green for this event. The event will be on Friday October 31st 2014.

We will start parking cars and trucks at 6pm. Trunk or Treat will begin at 7pm.

Also we would like to extend to the Mayor, Board of Alderman and all city employees an invitation to participate by bringing your best dressed trunks or truck beds or even give us a helping hand. The more givers we have the better. Or you can just come and bring your children or grandchildren to enjoy this event.

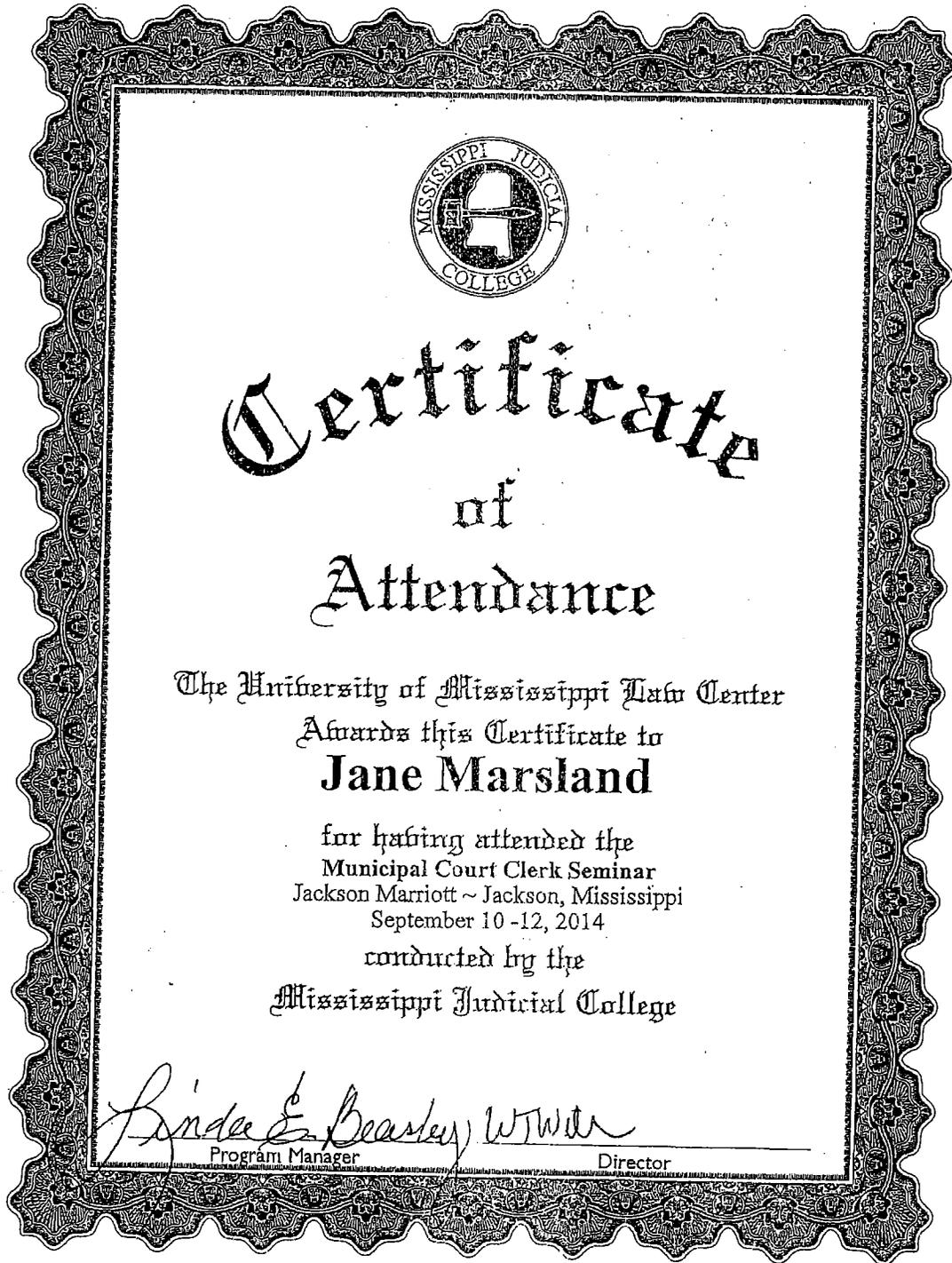
Thank you for your support,

Tony DiLorenzo

Recreation Board President

Upon discussion, Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to approve the request as set forth above.

Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to spread the Certificate of Attendance, Municipal Court Clerk, as follows:



Alderman Carrubba made motion seconded by Alderman Young and unanimously carried to advertise for School Board Appointment for the term Mar/2015 – Mar/2020, expiring term of Tim Pierce.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve the contract by and between the City of Long Beach, Mississippi, and Blackboard, Inc., as follows:

Minutes of October 7, 2014
 Mayor and Board of Aldermen



Blackboard
 650 Massachusetts Ave, NW 6th Floor
 Washington DC 20001-3796

October 3, 2014

Rebecca Schruff
 City of Long Beach
 201 Jeff Davis Avenue
 Long Beach, MS 39560
cityclerk@cityoflongbeachms.com
 RE: BLACKBOARD QUOTE# 10-196570_HC v2(10/03/2014)
 GSA Contract Number GS-35F-0554M

Company Information

Blackboard, Inc.
 650 Massachusetts Ave, NW 6th Floor
 Washington DC 20001-3796

DUNS Number: 01-613-1430
 Tax ID Number: 52-2081178
 CAGE Number: 1QLN4
 GSA Contract Number: GS-35F-0554M

PLEASE FAX ALL ORDERS TO 818-450-0425
 Prices Valid until October 10, 2014

*If you have any questions concerning this proposal, please contact Bettianne Cunningham at 615-777-6214.
 Please direct all contracting related questions to Hannah Cummings at 202-463-4860 ext 2727.*

To Whom It May Concern:

Service Summary: The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

Services Include:

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to three phones, two email addresses and one SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) — no maintenance required
- Message delivery tracking with comprehensive reporting

Please take special note of Blackboard's GSA Contract Number on page one. **The PO submitted by your organization should reference this number.** If the PO does not reference Blackboard's GSA Contract Number this will delay issuance of your invoice and a new PO will need to be submitted to Blackboard.

If you have any questions or require additional information, please feel free to contact me at 202-463-4860 ext. 2282. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Tess Frazier
 Vice President - Contracts
 Blackboard Inc.

Confidential

Page 1

10/3/2014

Minutes of October 7, 2014
Mayor and Board of Aldermen

Quote Summary

All products and services quoted are available through Blackboard's GSA Schedule GS-35F-0554M and pursuant to the Terms of Conditions thereof.

Renewal Term:

SIN #	Product	Renewal Term	GSA Price	Net Price
132-32	Blackboard Connect for Government Service up to 5,000 recipients	10/05/2014 - 10/04/2016	\$1.91 per recipient	\$9,550.00
132-32	Blackboard Connect Support	10/05/2014 - 10/04/2016	\$957.13	\$957.13
TOTAL				\$10,507.13

Please state in the task order/purchase order the following:

- The product description, list prices, reductions, and extended prices
- The term "open market item(s)" next to any above indicated items.
- Reference Blackboard GSA Schedule# GS-35F-0554M
- Reference and attach this quote.

**Note: If you do not remit a PO for payment, this quote will need to be signed by both Parties.

Quote Details

Notes:

1. Net pricing for Blackboard Connect for Government Service and Blackboard Connect Support applies only for the term specified.
2. Blackboard Connect for Government Service and Blackboard Connect Support are billed annually in advance.

Customer: City of Long Beach	Blackboard ("Blackboard")
Signature <i>Rebecca E Schuff</i>	Signature <i>Tess Frazier</i>
Name (printed) Rebecca E Schuff	TESS FRAZIER
Title (printed) CITY CLERK	VICE PRESIDENT
Date 10-7-14	10/7/2014
	Date



Confidential

Page 2

10/3/2014

Alderman Hammons made motion seconded by Alderman Young and unanimously carried to approve the service provider contract by and between the City of Long Beach, Mississippi, and Tyler Technologies, Inc., as follows:

Minutes of October 7, 2014
Mayor and Board of Aldermen

AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment ("Amendment") is made the 7th day of October, 2014 between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Long Beach, with offices at 645 Klondyke Road, Long Beach, Mississippi 39560 ("Client").

WHEREAS, Tyler and the Client are parties to the Application Service Provider Agreement dated August 16, 2002 ("Agreement"); and

WHEREAS, the Term of the Agreement expires September 30, 2014;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. The term of the Agreement is hereby renewed for a three (3) year term commencing on October 1, 2014 and expiring on September 30, 2017 ("Term").
2. On or before October 1, 2014 and on or before the first day of every third month thereafter through the end of the Term, Client will remit to Tyler quarterly Software as a Service ("SaaS") fees in the amount of \$8,202.75, as detailed in the attached Sales Quotation.
3. The SaaS fees are based on sixteen (16) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.
ERP and School Division
By: *Abby Diaz*
Name: Abby Diaz
Title: Associate General Counsel
Date: October 9, 2014

City of Long Beach
By: *Rebecca E. Schuff*
Name: Rebecca E. Schuff
Title: CITY CLERK
Date: 10/7/14



Minutes of October 7, 2014
 Mayor and Board of Aldermen

Quoted By: Cindy Chase
 Date: 9/25/2014
 Quote Expiration: 3/24/2015
 Quote Name: City of Long Beach - ERP - SaaS Renewal
 Quote Number: 2014-9985
 Quote Description: SaaS Renewal



Sales Quotation For
 City of Long Beach
 P. O. Box 929
 Long Beach, Mississippi 39560
 Phone (228) 863-1556

Description	Annual Fee Net	Years	Total SaaS Fee	Impl. Days
SaaS				
Financials:				
Accounting/GL/BG/AP	\$5,513.00	3.0	\$16,539.00	0
Purchase Orders	\$1,433.00	3.0	\$4,299.00	0
Requisitions	\$1,284.00	3.0	\$3,852.00	0
Payroll/HR:				
HR Management	\$2,349.00	3.0	\$7,047.00	0
Payroll	\$5,513.00	3.0	\$16,539.00	0
Revenue:				
Accounts Receivable	\$1,328.00	3.0	\$3,984.00	0
Business License	\$2,039.00	3.0	\$6,117.00	0
General Billing	\$1,433.00	3.0	\$4,299.00	0
UB Interface	\$1,425.00	3.0	\$4,275.00	0
Utility Billing	\$5,292.00	3.0	\$15,876.00	0
Productivity:				
Munis Office	\$1,092.00	3.0	\$3,276.00	0
2014-9985 - SaaS Renewal				
CONFIDENTIAL				1 of 3

Minutes of October 7, 2014
 Mayor and Board of Aldermen

Tyler Forms Processing	\$1,654.00	3.0	\$4,962.00	0
Other:				
VOTER	\$2,756.00	3.0	\$8,268.00	0
TOTAL:	\$32,811.00		\$98,433.00	0

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$32,811.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$32,811.00
Contract Total	\$98,433.00	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: Rebecca E. Smith Date: 10/7/14

Print Name: Rebecca E. Smith P.O. #: 112

All primary values quoted in US Dollars

Minutes of October 7, 2014
Mayor and Board of Aldermen

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

* * * * *

Minutes of October 7, 2014
Mayor and Board of Aldermen

There came on for consideration a letter from the employee Insurance Committee, as follows:

City of Long Beach

BOARD OF ALDERMEN

Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Alan Young - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

October 6, 2014

RE: Employee Insurance Benefit Package FY 14/15

Dear Mayor and Board of Aldermen,

After careful consideration, several quotes, and discussion with Ms. Sherry Baker, our insurance Agent of Record, the insurance committee respectfully recommends the City of Long Beach continue our employee medical benefit insurance with Blue Cross Blue Shield of MS, life with Lincoln National, and combined vision/dental with Assurant.

We further recommend our continued voluntary participation with American Heritage Insurance Company and Life of Alabama, continuing to designate Charles Lowe as the Agent of Record for the Section 125 Cafeteria Plan.

The aforesaid recommendations are well within our departmental budgets for the Fiscal Year 2014/2015.

Thanking you in advance for your consideration in this matter.

Sincerely,

Chief Mike Brown
Insurance Committee Chairman

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

Upon discussion, Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to accept the recommendation of the Insurance Committee, as set forth above.

Alderman Griffin made motion seconded by Alderman Young and unanimously carried to approve the Fiscal Year 2013-2014 Municipal Questionnaire, as follows:

Minutes of October 7, 2014 Mayor and Board of Aldermen

MUNICIPAL COMPLIANCE QUESTIONNAIRE

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

INFORMATION

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no", and as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality: City of Long Beach, 201 Jeff Davis Ave., P.O. Box 929, Long Beach, MS, 39560
2. List the date population of the latest official U.S. Census or most recent official census:
2010 - 14,792
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
 - Mayor William Skellie, Jr., 20122 Pineville Road, Long Beach, MS 38560 (228) 863.1698
 - Alderman Leonard G. Carrubba, Sr., 105 Summer Lane, Long Beach, MS 39560 (228) 229-3524
 - Alderman Gary J. Ponthieux, 212 South Seashore Avenue, Long Beach, MS 39560 (228) 563-5264
 - Alderman Bernie Parker, 103 Summer Lane, Long Beach, MS 39560 (228) 868-2116
 - Alderman Kelly Griffin, 731 North Nicholson Avenue, Long Beach, MS 39560 (228-860-0241
 - Alderman Ronnie Hammons, Jr., 631 West Old Pass Road, Long Beach, MS 39560 (228) 596-4447
 - Alderman Mark E. Lishen, 9 Ashley Court, Long Beach, MS 39560, (228) 575.8583
 - Alderman Alan Young, 211 Alverado Drive, Long Beach, MS 39560 (228) 860-6281
 - Attorney James C. Simpson, Jr., 1105 30th Avenue, Ste. 300, Gulfport, MS 39501 (228) 867-7141
4. Period of time covered by this questionnaire:
From: October 1, 2013 To: September 30, 2014
5. Expiration date of current elected officials' term: July, 2017

Minutes of October 7, 2014
Mayor and Board of Aldermen

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
- 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
- 3. Are municipal records open to the public? (Section 25-61-5) Y
- 4. Are meetings of the board open to the public? (Section 25-41-5) Y
- 5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
- 5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) Y
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
- 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
- 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y
- 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
- 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
- 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

IV-B1

Minutes of October 7, 2014
Mayor and Board of Aldermen

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)

y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7)

y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)

y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)

y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

y

IV-B2

Minutes of October 7, 2014
Mayor and Board of Aldermen

- 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) y
- 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) y
- 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) y
- 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) y
- 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) y
- 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] y
- 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) y
- 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? y
- 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) y

PART III - Purchasing and Receiving

- 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] y
- 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] y
- 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] y
- 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) y

IV-B3

Minutes of October 7, 2014
Mayor and Board of Aldermen

PART IV - Bonds and Other Debt

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) y
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) y
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) y
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) y

PART V - Taxes and Other Receipts

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) y
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) y
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) n/a
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) y
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) y
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) y
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) y
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) y

IV-B4

Minutes of October 7, 2014
Mayor and Board of Aldermen

- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)
- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)
- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)
- 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)
- 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)
- 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348)
- 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)

y
y
y
y
y
n/a
y

IV-B5

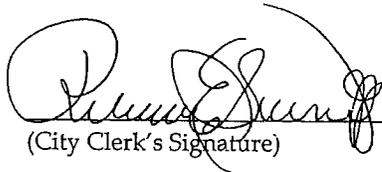
Minutes of October 7, 2014
Mayor and Board of Aldermen

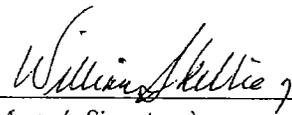
Long Beach, Mississippi

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2014

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Long Beach, and, to the best of our knowledge and belief, all responses are accurate.


(City Clerk's Signature)


(Mayor's Signature)

October 7, 2014
(Date)

October 7, 2014
(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

Alderman Carrubba made motion seconded by Alderman Parker to approve the engagement letter, Wolfe, McDuff & Oppie, Certified Accountants, to conduct the Fiscal Year 2013-2014 audit, as follows:

Minutes of October 7, 2014
Mayor and Board of Aldermen

CLIENT COPY



Wolfe • McDuff & Oppie
CERTIFIED PUBLIC ACCOUNTANTS
(A Professional Association)

Michelle Oppie Gist, CPA

K. Jessica Mavroumialis, CPA
Jesse J. Wolfe, CPA (1927-2009)
Grover B. McDuff, CPA (Retired)
Jack A. Oppie, CPA (Retired)

3103 Pascagoula Street • Pascagoula, MS 39567 • Phone: 228-762-6348 • Fax: 228-762-4498 • www.wmccpas.com

September 30, 2014

Honorable Mayor and City Council
City of Long Beach
Long Beach, MS

We are pleased to confirm our understanding of the services we are to provide the City of Long Beach for the year ending September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Long Beach as of and for the year ending September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Long Beach's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Long Beach's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Long Beach's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards

Membership in:
American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants • AICPA Private Companies Practice Section
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center



Minutes of October 7, 2014 Mayor and Board of Aldermen

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of Surety Bonds of Municipal Officers

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Management and City Council of the City of Long Beach. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist

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with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on March 9, 2015.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the

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schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the

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appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Long Beach's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Long Beach's major programs. The purpose of these procedures will be to express an opinion on the City of Long Beach's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

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Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Wolfe, McDuff & Oppie, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wolfe, McDuff & Oppie, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 9, 2015 and to issue our reports no later than June 30, 2015. Michelle Oppie Gist, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$31,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have

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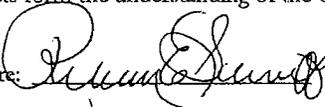
not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Long Beach and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it
Very truly yours,

Wolfe, McDuff & Oppie, P.A.

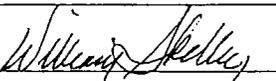
RESPONSE:

This letter correctly sets forth the understanding of the City of Long Beach.

Management signature: 

Title: City Clerk

Date: 10/27/14

Governance signature: 

Title: Mayor

Date: 10/7/14

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

Alderman Bernie Parker	voted	Aye
Alderman Gary Ponthieux	voted	Nay
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard Carrubba, Sr.	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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

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The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 105 Oakview Avenue, Long Beach, Mississippi as determined and imposed by the Municipal Court. After a discussion of the subject, Alderman Ponthieux offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 105 OAKVIEW AVENUE, LONG BEACH, MISSISSIPPI, ASSESSED AS COSTS BY THE MUNICIPAL COURT OF THE CITY OF LONG BEACH AGAINST THE SAID PROPERTY IN ACCORDANCE WITH MUNICIPAL ORDINANCE, ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AT THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on July 11, 2014 William Hubert Pell, occupant of the property known as 105 Oakview Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), appeared before the Municipal Court in the City of Long Beach, being there charged with Contempt of Court for failing to keep his property within a proper state of order and cleanliness as previously ordered by the Municipal Court Judge. At such time, the Court finding the subject property occupied by the Defendant in its then condition in such a state of uncleanness as to be a menace to the public health and safety of the community, the occupant of said property, Mr. William Pell, was convicted and sentenced by the Municipal Court Judge to 20 days in jail, and was further ordered to abide by the previously imposed conditions of probation, including cleaning of the subject property. As part of the conditions of the said previous order and sentence of the Municipal Court Judge, the Defendant was ordered to clean the subject property such as necessary to bring the subject property into a state of compliance with municipal ordinance. Failing timely compliance, the City was

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authorized and directed to cause same to be cleaned and the costs thereof to be assessed against the subject property.

2. That subsequently, on August 5, 2014 the occupant of the subject property, again appeared before the Municipal Court in the City of Long Beach, being there charged again with contempt of court, by failure to comply with the Court's previous order entered on July 11, 2014 to restore the subject property to a state of compliance with municipal ordinance. Finding the subject property occupied by the Defendant in its then condition remaining in such a state of uncleanness as to be a menace to the public health and safety of the community and again finding the Defendant had failed to abide by the conditions of his probation the Defendant was ordered to allow access to the subject property for the purpose of cleaning of same by the City, the costs of which cleaning to be assessed against the property taxes on the subject property;

3. That, subsequently in accordance with the Order of the Court, the City caused the subject property to be cleaned as directed, and by this means desires and intends to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, and to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

4. That further, the City desires that the Chancery Clerk enroll said judgment of the Municipal Court against the said property, and further that the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 105 Oakview Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0612F-01-048.000, and according to said tax records is owned by, and the occupant of same failing to have same cleaned as required within the time allowed by the Court and same being thereupon cleaned by the City in

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accordance with the Order and Judgment of the Municipal Court, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

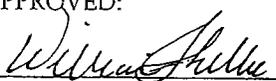
3. The line assessed and imposed hereby is in the amount of determined to be \$340.00 and, being the cost of such clean up in accordance with the attached Exhibit A, which sum represents the actual cost of clean up to be assessed against the said parcel of land.

Alderman Carrubba seconded the motion to adopt the foregoing resolution and order, 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
Alderman Kelly Griffith	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
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 and order adopted and approved this 7th day of October, 2014.

APPROVED:



William Skellie, Jr., Mayor

ATTEST:



Rebecca E. Schruiff, City Clerk

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Troy Glass
137 N. Seashore Avenue
Long Beach, MS 39560

JOB SITE: 105 Oakview Avenue
SERVICE PERFORMED: Lot Cleanup and Hazardous House Cleanout

DATE OF SERVICE:

EQUIPMENT COST:

Lawn tractor \$ 50.00
Wheelbarrow \$ 15.00

LABOR COST:

2 men, \$25/hr, 4 hours \$200.00
(Hazardous House Cleanout)

YARDWORK COST/LABOR:

Trim oak trees, Remove Debris,
Mow lawn, Spray yard with Kills All
(2 men, \$12.50/hr, 3 hours) \$ 75.00

TOTAL LABOR & EQUIPMENT COST: \$340.00

Pa = 8/19/14
APPROVED
AUG 19 2014
BY: *Bozell A. Allen*

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Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve the "Meet the Founding Fathers" event sponsored by the Long Beach Historical Society, granting permission to enter the cemetery after dark during the hours of 6 to 8 p.m. on Thursday, October 30, 2014, directing the Historical Society to submit a special event application and provide the city with a certificate of insurance, naming the city as additional insured.

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the applications for permits – Town Green as submitted by the Long Beach Garden Club, waiving fees and noting for the record that no additional costs would be associated with the permits; said applications are as follows:

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April 22, 2015
Wednesday
12:00 - 4:00
Town Green
(Including)
(Gazebos)

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

TOWN GREEN

Group / Individual Name (Permit tee):

LONG BEACH GARDEN CLUB / Gayle Nolan, Pres.

Telephone Number: 228-575-5082 / 504-231-8410
Home Work Cell

Street Address: 135 S. LANG Ave

City Long Beach State MS Zip 39560

Type of Event: Spring Pilgrimage

Start Time: 12:00 Noon

Closing Time: 4:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

April 22, 2015
(Date)

Wednesday

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature Gayle K. Nolan

Date: Sept. 11, 2014

Rental Fee \$ Waive Receipt # _____ Date _____

Deposit Fee \$ Waive Receipt # _____ Date _____

Clean-up Fee \$ Waive Receipt # _____ Date _____

NO COSTS ASSOCIATED -

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Hayle K. Nolan, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 11th day of Sept., 2014.

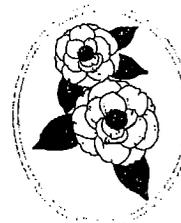
Authorized Signature Hayle K. Nolan

Witness [Signature]

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Long Beach Garden Club

P. O. Box 392
Long Beach, Mississippi 39560



organized 1930

September 15, 2014

Billy Skellie, Mayor, and
Board of Aldermen
City of Long Beach
201 Jeff Davis Ave.

Dear Mayor Skellie and Board,

The Mississippi Gulf Coast 63rd Annual Spring Pilgrimage will be held on April 22-26, 2015. The Long Beach Garden Club will be hosting the Pilgrimage on Wednesday, April 22, from 1:00-4:00 p.m. Our venue includes the historic bank building on Jeff Davis Ave. and the home and garden of Peter and Dita McCarthy on Freddie Frank Road.

We are requesting use of the Town Green from 12:00 noon as the hospitality site featuring local artists and the Long Beach Quilting Club. We are hoping to attract visitors to Downtown Long Beach so that they will visit our other attractions and perhaps have lunch in our city. Our plan is to distribute maps to the McCarthy home and to invite people to explore Jeff Davis Ave. while they are here.

We are requesting Pilgrimage sponsorship by the City and permission to waive the event fee for the Town Green, as we are a 501-3C non-profit club, hoping to use the event to promote the City of Long Beach. Our insurance coverage is through the Gulf Coast Council of Garden Clubs, and will be on file in the Mayor's Office well before the event. We are presently awaiting documentation from the GCCGC.

Sincerely,

A handwritten signature in cursive script that reads "Gayle Nolan". The signature is written in black ink and is positioned above the printed name.

Gayle Nolan, Co-President (2014-15)
Long Beach Garden Club

Minutes of October 7, 2014
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2014

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 BancorpSouth Insurance Services, Inc. Stewart Sneed Hewes - Gulfport 2909 13th Street, 4th Floor Gulfport MS 39501		CONTACT NAME: Community Insurance Solutions PHONE (Inc. No./Ext.): 855-377-1529 FAX (Inc. No.): 225-490-9226 E-MAIL ADDRESS: cis@bxsl.com	
INSURED MSGULFC-08 MS Gulf Coast Council of Garden Clubs P O Box 7750 D'Iberville MS 39540		INSURER(S) AFFORDING COVERAGE INSURER A: General Casualty Insurance Company NAIC # 18821 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 871185664 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CGA1020021	6/23/2014	6/23/2015	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 - COM/PO AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Longbeach Attn: Debbie Cox 115 South Seashore Avenue Longbeach 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 October 7, 2014
Mayor and Board of Aldermen

May 21, 2015
Thursday
12:00-3:30
Installation Ceremony
South Gazebo

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

TOWN GREEN

Group / Individual Name (Permit tee):

Long Beach Garden Club / Gayle Nolan, Pres.

Telephone Number: 228-575-5082 / 504-231-8410
Home Work Cell

Street Address: 135 S. LANG AVE.

City Long Beach State MS Zip 39560

Type of Event: Reg. Meeting - Installation of Officers

Start Time: 12:00 -

Closing Time: 3:30

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

May 21, 2015 (Thursday)

South Gazebo
(Date)

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature Gayle H. Nolan Date: Sept 11, 2014

Rental Fee \$ 50.⁰⁰ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ 200.⁰⁰ Receipt # _____ Date _____

NO COSTS ASSOCIATED

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 7, 2014
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Gayle K. Nolan, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 11th day of Sept, 2014.

Authorized Signature Gayle K. Nolan

Witness [Signature]

Minutes of October 7, 2014
Mayor and Board of Aldermen

Long Beach Garden Club

*P. O. Box 392
Long Beach, Mississippi 39560*



organized 1930

September 19, 2014

Billy Skellie, Mayor, and
Board of Aldermen
City of Long Beach
201 Jeff Davis Ave.

Dear Mayor Skellie and Board,

The Long Beach Garden Club has always enjoyed hosting at least one meeting a year at the Town Green because of its beauty and relaxing atmosphere. This year, we plan to hold our annual Installation of Officers at the Town Green on May 21, 2015.

We are requesting permission to waive the event fee for the Town Green, as we are a 501-3C non-profit club. The group will consist of about 20 ladies from the local community only; it will not be a public event.

Sincerely,

A handwritten signature in cursive script that reads "Gayle Nolan".

Gayle Nolan, Co-President (2014-15)
Long Beach Garden Club

Minutes of October 7, 2014
Mayor and Board of Aldermen

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/16/2014		
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PRODUCER BancorpSouth Insurance Services, Inc. Stewart Sneed Hewes - Gulfport 2909 13th Street, 4th Floor Gulfport MS 39501			CONTACT NAME: Community Insurance Solutions PHONE (A/C, No., Ext.): 855-377-1529 FAX (A/C, No.): 225-490-9226 E-MAIL ADDRESS: cis@bxsi.com			
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
City of Longbeach Attn: Debbie Cox 115 South Seashore Avenue Longbeach MS 39560			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 			

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.

There came on for consideration a letter from Jan Currie, Publicist, Carnival Association of Long Beach, as follows:

Minutes of October 7, 2014
Mayor and Board of Aldermen

Carnival Association of Long Beach



October 1, 2014

Mayor and Board of Alderman:

My name is Jan Currie and I am the publicist for the Carnival Association of Long Beach. I am writing this letter requesting permission for WXXV Fox TV 25 to film live the 2015 Long Beach Mardi Parade on Saturday, February 7th.

In order to facilitate this live filming the Carnival Association is requesting permission to use space on the 2nd floor balcony of the Long Beach City Hall.

To my knowledge, this would be the first time the Long Beach Mardi Gras parade has been broadcast live. I, along with the Long Beach Carnival Association feel this would be a truly great way to spotlight Long Beach and the downtown area.

Thank you in advance for your consideration of this request.

Sincerely,

Jan Currie
Publicist
Carnival Association of Long Beach

Upon discussion, Alderman Carrubba made motion seconded by Alderman Young and unanimously carried to grant permission for WXXV Fox TV 25 to broadcast the 2015 Long Beach Mardi Gras Parade.

The Mayor recognized the City Attorney for his report and official action was taken as follows:

Minutes of October 7, 2014
Mayor and Board of Aldermen

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve the amendment to contract between the Harrison County Utility Authority and City of Long Beach, Mississippi, as follows:

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 Young made motion seconded by Alderman Hammons and unanimously carried to adjourn until the next regular meeting in due course.

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. Schruoff, City Clerk