

Minutes of August 15, 2006
Mayor and Board of Aldermen

Be it remembered that a public hearing before the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at 5:30 o'clock p.m. on the 15th day of August, 2006, in the Long Beach School District Central Office, 19148 Commission Road in said City and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said Board and at the public hearing the following named persons: Mayor William Skellie, Jr., Aldermen Allen D. Holder, Jr., Charles Boggs, Richard Notter, Richard Burton, Joseph McNary, Mark Lishen, Richard Bennett and City Clerk Rebecca E. Schruff.

City Attorney Frank R. McCreary, III, was absent the public hearing.

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

The public hearing was called to order to consider an application for ZONING MAP CHANGE submitted by Herschel Dubuisson to reclassify property located at 19197 Commission from R-1 Single Family Residential to C-3 Neighborhood Commercial. Said application was approved by the Long Beach Planning Commission at a public hearing duly convened on June 8, 2006.

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The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on July 18, 2006, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

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

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

- Vol. 122 No., 295 dated 25 day of July, 2006
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____

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

Commission Expires Ashley Bearfield
October 13, 2007
Clerk

Sworn to and subscribed before me this 25 day of July, A.D., 2006

Karen Shook
Notary Public

Printer's Fee \$ 33.36
 Furnishing proof of publication \$ 3.00
 TOTAL 36.36

**LEGAL NOTICE
PUBLIC HEARING
NOTICE IS HEREBY GIVEN**
 that the Mayor and Board of Aldermen, City of Long Beach, Mississippi, will conduct a public hearing, Tuesday, August 15, 2006, at 5:30 p.m. in the Long Beach School District Central Office, 19148 Commission Road, Long Beach, Mississippi, for the purpose of considering an application for ZONING MAP CHANGE as submitted by Herschel Dubuisson for 19197 Commission Road, Long Beach, Mississippi. The application is to allow a parcel to be rezoned from R-1 Single Family Residential to C-3 Neighborhood Commercial. The general location is adjacent to south of margin of Commission Road. The legal description is as follows:
 A lot or parcel of land being located in the NW 1/4 of the NW 14 of Section 11, Township 8 South, Range 12 West, Harrison County, Mississippi, being better described as commencing at the NW corner of said Section 11 and East along the North line of said section 11 400.0 feet; thence run South 16.3 feet to the South margin of Commission Road; thence run North 89 degrees 48 minutes East along said South margin 20.0 feet to the point of beginning; thence continue North 89 degrees 48 minutes East along said South margin 124.9 feet; thence run South 150.0 feet; thence run South 89 degrees 30 minutes West 124.9 feet; thence run North 150.7 feet to the POB.
 The application for ZONING MAP CHANGE was approved by the Long Beach Planning Commission at a public hearing duly held and convened on June 8, 2006.
 ORDERED this 19th day of July, 2006, by the Mayor and Board of Aldermen, Long Beach, Mississippi.
 By: Rebecca E. Schruif, City Clerk
 C-56.adv25.1.tue 10/31/07

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The Clerk further reported that fifteen (15) legal notices were sent via certified mail, return receipt requested, to property owners within two hundred feet of the subject property, ten (10) were received and five (5) returned unclaimed.

Alderman Notter made motion seconded by Alderman Bennett and unanimously carried to make the aforementioned receipts a part of the record of this public hearing, on file in the Office of the City Clerk.

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Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to make the June 8, 2006, minutes of the Long Beach Planning Commission a part of the record of this public hearing, on file in the Office of the City Clerk.

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The Mayor opened the floor for public comments and no one came forward to speak in favor of or opposition to the application.

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Alderman Bennett noted for the record that the subject property was previously zoned C-3 Neighborhood Commercial and was inadvertently zoned R-1 Single Family Residential during the latest comprehensive rezoning.

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There being no further comments or questions, Alderman Bennett made motion seconded by Alderman Notter and unanimously carried to close the public hearing and action was taken as follows:

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**Minutes of August 15, 2006
Mayor and Board of Aldermen**

ORDINANCE NO. 528

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 344, AS AMENDED, ENTITLED "THE ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI" AMENDING THE ZONING MAP INCORPORATED IN SAID ORDINANCE TO CHANGE THE CLASSIFICATION OF CERTAIN PROPERTY HAVING AN ADDRESS AT 19197 COMMISSION ROAD, LONG BEACH, MISSISSIPPI, FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-3 (NEIGHBORHOOD COMMERCIAL), AND FOR RELATED PURPOSES.

WHEREAS, application was filed with the Planning Commission of the City of Long Beach, Mississippi, for the change in the zoning classification from R-1 (single family residential) to C-3 (Neighborhood Commercial) by the owner of certain property located at 19197 Commission Road, Long Beach, Harrison County, Mississippi, being more particularly described as follows:

A lot or parcel of land being located in the NW 1/4 of the NW 1/4 of Section 11, Township 8 South, Range 12 West, Harrison County, Mississippi, being better described as commencing at the NW corner of said Section 11 and East along the North line of said Section 11 400.0 feet; thence run South 16.3 feet to the South margin of Commission Road; thence run North 89 degrees 48 minutes East along said South margin 20.0 feet to the point of beginning; thence continue North 89 degrees 49 minutes East along said South margin 124.9 feet; thence run South 150.0 feet; thence run South 89 degrees 30 minutes West 124.9 feet; thence run North 150.7 feet to the POB

and hereinafter referred to as the "Subject Property"; and

WHEREAS, the Long Beach Planning Commission reviewed said application and, after issuing notice of Public Hearing as required by the Long Beach Zoning Ordinance, did conduct a public hearing on said application on June 8, 2006 at 7:00 p.m. and upon conclusion of said public hearing did recommend approval of the application by the Mayor and Board of Aldermen as reflected in the official minutes of the June 8, 2006, meeting of the Long Beach Planning Commission; and

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, having made due investigation therefore, do now find, determine, adjudicate and declare as follows, to-wit:

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a. That pursuant to legal notice published and given for the time and in the manner provided by law, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, did meet at 5:30 p.m. on Tuesday, August 15, 2006, at the Long Beach School District Administration Office located on Commission Road in said City, the time, place and date fixed in said legal notice, and did conduct a public hearing at which hearing all parties interested in or opposed to the proposed zoning classification amendment changing the zoning classification of the aforesaid Subject Property, were given an opportunity to be heard and allowed to make oral and/or written comment to such proposed change, which proposed change was then and there on file and had been on file during the period of said notice in the office of the City Clerk at the City Hall in said City, available for public inspection and examination by any and all parties interested in or opposed to the proposed change, all as more particularly hereinafter set forth in this ordinance.

b. That, as a result of the aforesaid public hearing and after consideration by the Mayor and Board of Aldermen of the testimony and evidence presented and their own knowledge and familiarity with the City, the Mayor and Board of Aldermen did then find, and do now find, determine adjudicate and declare as follows:

1) That the clear and convincing evidence establishes, based upon the examination of the municipal zoning map, the character of the surrounding neighborhood, and the minutes of the Long Beach Planning Commission that the zoning classification of the subject property had been inadvertently and erroneously changed to R-1; and

2) Such R-1 classification of the subject property appears to be the result of a clerical mistake and, in any event, is erroneous in view of the long established use of and improvements situated on the subject property; and

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3) That the best use for the subject property is commercial and the zoning classification of same should be changed from R-1 (single family residential) to C-3 (Neighborhood Commercial)

c. That the clear and convincing evidence establishes the public need for the said amendment changing the zoning classification of that part of the subject property from R-1 to C-3;

d. That the uses within the subject property will not be detrimental to the present and potential surrounding uses, but will benefit same in completion of development in accordance with the aforesaid development plan heretofore approved by the Governing Authority;

e. The proposed change is in conformance with the general intent of the Comprehensive Master Plan; and

f. That the Zoning Ordinance of the City of Long Beach should be amended by amending the Zoning Map incorporated therein to change the zoning classification of that part of the subject property from R-1 (Single Family Residential) to C-3 (Neighborhood Commercial). NOW THEREFORE,

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

SECTION 1. That Ordinance No. 344, as amended, entitled the "ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI", be and it is hereby amended as follows:

The Zoning Classification as set forth on the Zoning Map incorporated in and being a part of Ordinance No. 344, as amended, entitled "THE ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI", of that part of the parcel of land located at 19197 Commission Road, Long Beach, Harrison County, Mississippi, which parcel is described as:

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A lot or parcel of land being located in the NW 1/4 of the NW 1/4 of Section 11, Township 8 South, Range 12 West, Harrison County, Mississippi, being better described as commencing at the NW corner of said Section 11 and East along the North line of said Section 11 400.0 feet; thence run South 16.3 feet to the South margin of Commission Road; thence run North 89 degrees 48 minutes East along said South margin 20.0 feet to the point of beginning; thence continue North 89 degrees 49 minutes East along said South margin 124.9 feet; thence run South 150.0 feet; thence run South 89 degrees 30 minutes West 124.9 feet; thence run North 150.7 feet to the POB

is hereby changed from R-1 (Single Family Residential) to C-3 (Neighborhood Commercial).

SECTION 2. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

SECTION 3. Effective Date

This ordinance shall take effect and be and force thirty (30) days after its adoption, publication and enrollment thereof as provided by law.

The above and foregoing Ordinance No. 528 was introduced in writing by Alderman Bennett who moved its adoption. Alderman Holder seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Richard Notter	voted Aye
Alderman Charles Boggs	voted Aye
Alderman Richard Burton	voted Aye
Alderman Richard Bennett	voted Aye
Alderman Allen D. Holder, Jr.	voted Aye
Alderman Joseph McNary	voted Aye
Alderman Mark Lishen	voted Aye

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The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried in the said Ordinance Number 528 adopted and approved this the 15th day of August, 2006.

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m. it being the third Tuesday in August, 2006, and the same being the time, date and place fixed by Laws of Mississippi and Ordinance of the City of Long Beach for holding said meeting.

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

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

The meeting was called to order and Alderman Holder made motion seconded by Alderman Burton and unanimously carried to officially adopt Minute Book Number 56, effective August 1, 2006, as the next consecutive minute book of the Mayor and Board of Aldermen.

There came on for consideration a letter with attachment from City Engineer John Campton, as follows:

Minutes of August 15, 2006 Mayor and Board of Aldermen



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

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

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



August 9, 2006

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

Re: **Pump Station Replacement – Nicholson Avenue & Highway 90**

Gentlemen:

Bids were received for the above referenced project on August 1. A certified Tabulation of Bids is enclosed. Plans and specifications had been issued to seven potential qualified prime bidders and seven additional potential equipment suppliers or subcontractors, but unfortunately, only one bidder submitted a bid. I personally spoke with two other potential bidders who chose to not bid this project (although they did submit bids for the Phase 1 Water & Sewer Repair contract which bid on the same date), and they advised that they were simply too busy to complete their bids.

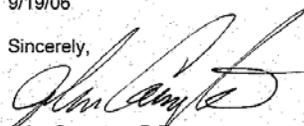
Hemphill Construction is very well qualified to satisfactorily perform the work, but the amount of the bid exceeded the FEMA cost estimate by \$221,352 or 112%. In our opinion, the FEMA estimates have been consistently too low, but we cannot in good conscience say that a better price could not be achieved if new bids were solicited. We are working with MEMA to get the official estimate for this project adjusted upward, but this will not be resolved until next week sometime at the earliest, and it seems that MEMA is reluctant to concur in an award of contract based upon a single bid, even if the amount of the bid is close to the estimate.

All things considered, I see little choice but to re-advertise for new bids. I have the verbal assurance from two other bidders that they will bid. Furthermore, one of these has checked with his equipment suppliers and assures me that they can accelerate the construction schedule so that the pump station can be completed at about the same time as the Phase 1 pipe contract. The construction time for the pipe contract is 180 calendar days, which will result in a completion date in March, 2007. By changing the completion time for the pump station contract from 180 days to 140 days, the pump station can be re-advertised but also completed at about the same time.

We recommend that the single bid which was received on August 1 be rejected based upon the non-availability of sufficient funds, and that new bids be solicited on the following schedule:

Authorize advertisement:	8/15/06
First advertisement:	8/18/06
Second Advertisement:	8/25/06
Receive Bids:	9/19/06

Sincerely,


John Campton, P.E.

JC:It:1771
Enclosure

cc: Shae Sullivan

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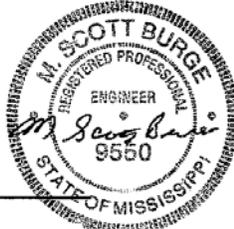
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Mayor and Board of Aldermen**

TABULATION OF BIDS				Page 1 of 1
CITY OF LONG BEACH PUMP STATION REPLACEMENT NICHOLSON AVENUE & HIGHWAY 90				
August 1, 2006				
CONTRACTORS BIDDING:			Hemphill Construction Co., Inc	
Certificate of Responsibility No.			02449	
Debarment/Non-Collusion Certification:			YES	
Bid Bond?			YES	
	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION
1-A	REPAIRS TO WETWELL STRUCTURE	1 L S	\$80,600.00	\$80,600.00
1-BA	PROTECTIVE SHELTER BUILDING	1 L S	\$151,000.00	\$151,000.00
1-BB	PRECAST CONCRETE ROOF FOR PROTECTIVE SHELTER BUILDING	1 L S	\$30,700.00	\$30,700.00
1-C	PUMPS & PIPING MODIFICATIONS	1 L S	\$48,100.00	\$48,100.00
1-D	EMERGENCY GENERATOR & TRANSFER SWITCH	1 L S	\$38,600.00	\$38,600.00
1-E	ELECTRICAL & CONTROLS	1 L S	\$60,100.00	\$60,100.00
1-F	SITWORK	1 L S	\$10,400.00	\$10,400.00
TOTAL BID				\$419,500.00

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

M. Scott Burge
M. Scott Burge, P.E.
Cert No. 9550
August 2, 2006



* * * * *

Based upon the recommendation of Mr. Campton, Alderman Holder made motion seconded by Alderman Burton and unanimously carried to reject the single bid and re-advertise for bids, "PUMP STATION REPLACEMENT-NICHOLSON AVENUE AND HIGHWAY 90", in accordance with the schedule as set forth above.

* * * * *

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

Minutes of August 15, 2006
Mayor and Board of Aldermen



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

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

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



August 9, 2006

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

Re: **Katrina Water & Sewer Replacement Phase 1**

Gentlemen:

This project consists of the replacement of water and sewer infrastructure basically along Highway 90, from Girard Avenue to Nicholson Avenue. It also includes lines north along each side-street, to the first manhole north of Highway 90. Bids were received on August 1, 2006. A Certified Tabulation of Bids is enclosed.

The low bid of \$1,736,456.14 exceeds the official FEMA estimate for this portion of the work. The exact amount of the FEMA estimate for just this Phase 1 portion of the work is difficult to estimate accurately, but it appears that the bid amount is nearly double the estimate. Nevertheless, the bidding was obviously competitive, and we see no likelihood of getting better bids if the project were to be re-advertised.

We have met with representatives of FEMA and MEMA and they have concurred that the scope of the proposed contract is within the approved scope as written in the Project Worksheets. They are amenable to the idea of writing a "version" of the appropriate Project Worksheets to cover the needed work items that were omitted from the Worksheets and to increase the unit prices to match the as-bid prices. Their advice was to go ahead and award the contract, but to delay the actual start of construction until the "version" is written and approved. Hopefully, this will not entail a significant delay.

Based upon this, we recommend an Award of Contract to the low bidder, Necaize Brothers Construction Company, Inc. for this project.

Sincerely,

John Campton, P.E.

JC:l:1770
Enclosure

cc: Shae Sullivan, M.E.M.A.

O:\1770\1770 Ph 1\Award Phase 1 080906.doc

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Mayor and Board of Aldermen

TABULATION OF BIDS									
CITY OF LONG BEACH									
KATRINA WATER & SEWER REPLACEMENT PHASE 1									
August 1, 2006									
1 of 2									
CONTRACTORS BIDDING:				Necaise Brothers Construction, Inc.		Magnolia Construction Co., LLC		Eutew Construction Co., Inc.	
Certificate of Responsibility No.?				05004		00198		04777	
Acknowledgment Addendum No. 1:				YES		YES		YES	
Debarment/Non-Collusion Certification:				YES		YES		YES	
Bid Bond?				YES		YES		YES	
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
3-AA	8" SEWER PIPE, 0/8" CUT	833 L.F.	\$20.94	\$17,443.02	\$48.40	\$38,651.20	\$30.00	\$24,990.00	
3-AB	8" SEWER PIPE, 6/8" CUT	584 L.F.	\$22.94	\$13,396.96	\$48.70	\$28,440.80	\$32.00	\$18,688.00	
3-AC	8" SEWER PIPE, 8/10" CUT	85 L.F.	\$29.94	\$2,544.80	\$55.10	\$4,683.50	\$34.00	\$2,890.00	
3-AD	8" SEWER PIPE, 10/12" CUT	119 L.F.	\$32.94	\$3,919.86	\$66.50	\$7,913.50	\$36.00	\$4,284.00	
3-CA	12" SEWER PIPE, 0/8" CUT	475 L.F.	\$29.92	\$14,212.00	\$54.50	\$25,887.50	\$40.00	\$19,000.00	
3-CB	12" SEWER PIPE, 8/8" CUT	2,314 L.F.	\$34.92	\$80,804.88	\$58.70	\$131,203.80	\$42.00	\$97,188.00	
3-CC	12" SEWER PIPE, 8/10" CUT	1,557 L.F.	\$40.92	\$63,712.44	\$63.10	\$98,248.70	\$44.00	\$68,508.00	
3-CD	12" SEWER PIPE, 10/12" CUT	213 L.F.	\$45.92	\$9,780.96	\$74.50	\$15,868.50	\$48.00	\$9,798.00	
3-CE	12" SEWER PIPE, 12/14" CUT	150 L.F.	\$50.92	\$7,638.00	\$101.50	\$15,225.00	\$50.00	\$7,500.00	
3-CF	12" SEWER PIPE, 14/16" CUT	209 L.F.	\$60.92	\$12,732.28	\$134.50	\$28,110.50	\$60.00	\$12,540.00	
3-D	15" SEWER PIPE, ALL DEPTHS	208 L.F.	\$44.51	\$9,258.08	\$135.50	\$28,184.00	\$80.00	\$16,640.00	
3-E	24" SEWER PIPE, ALL DEPTHS	25 L.F.	\$88.85	\$2,221.25	\$175.50	\$4,387.50	\$100.00	\$2,500.00	
3-FA	8" DUCTILE IRON SEWER PIPE	20 L.F.	\$88.55	\$1,771.00	\$40.00	\$800.00	\$60.00	\$1,200.00	
3-FC	12" DUCTILE IRON SEWER PIPE	60 L.F.	\$106.00	\$6,360.00	\$60.00	\$3,600.00	\$80.00	\$4,800.00	
3-GA	8" MAIN LINE WYE	8 EA.	\$184.90	\$1,319.20	\$67.00	\$536.00	\$100.00	\$800.00	
3-GC	12" MAIN LINE WYE	23 EA.	\$282.00	\$6,486.00	\$180.00	\$4,140.00	\$200.00	\$4,600.00	
3-GD	15" MAIN LINE WYE	2 EA.	\$365.70	\$731.40	\$280.00	\$560.00	\$500.00	\$1,000.00	
3-HA	6" SEWER SERVICE PIPE	600 L.F.	\$12.86	\$7,716.00	\$24.00	\$14,400.00	\$20.00	\$12,000.00	
3-IA	6" CLEANOUT ASSEMBLY	45 L.F.	\$281.00	\$12,645.00	\$180.00	\$8,100.00	\$300.00	\$13,500.00	
4-AA	MANHOLE, 0/8" CUT	7 EA.	\$1,555.07	\$10,885.49	\$1,700.00	\$11,900.00	\$2,000.00	\$14,000.00	
4-AB	MANHOLE, 6/8" CUT	10 EA.	\$1,854.97	\$18,549.70	\$1,800.00	\$18,000.00	\$3,000.00	\$30,000.00	
4-AC	MANHOLE, 8/10" CUT	5 EA.	\$2,053.92	\$10,269.60	\$2,500.00	\$12,500.00	\$4,000.00	\$20,000.00	
4-AD	MANHOLE, 10/12" CUT	1 EA.	\$2,782.01	\$2,782.01	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00	
4-AE	MANHOLE, 12/14" CUT	2 EA.	\$3,085.42	\$6,170.84	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	
4-AF	MANHOLE, 14/16" CUT	1 EA.	\$3,570.90	\$3,570.90	\$4,700.00	\$4,700.00	\$6,000.00	\$6,000.00	
4-B	8" DROP MANHOLE RISER	23 VLF.	\$200.00	\$4,600.00	\$50.00	\$1,150.00	\$200.00	\$4,600.00	
10-PA	4" WATER MAIN, PVC OR DUCTILE IRON	50 L.F.	\$12.41	\$620.50	\$30.00	\$1,500.00	\$20.00	\$1,000.00	
10-AB	4" WATER MAIN, DUCTILE IRON	50 L.F.	\$20.03	\$1,001.50	\$40.00	\$2,000.00	\$25.00	\$1,250.00	
10-BA	6" WATER MAIN, PVC OR DUCTILE IRON	215 L.F.	\$14.79	\$3,179.85	\$30.00	\$6,450.00	\$25.00	\$5,375.00	
10-BB	6" WATER MAIN, DUCTILE IRON	50 L.F.	\$20.84	\$1,032.00	\$40.00	\$2,000.00	\$30.00	\$1,500.00	
10-CA	8" WATER MAIN, PVC OR DUCTILE IRON	1,750 L.F.	\$18.13	\$31,727.50	\$34.00	\$59,500.00	\$30.00	\$52,500.00	
10-CB	8" WATER MAIN, DUCTILE IRON	330 L.F.	\$26.37	\$8,702.10	\$48.00	\$14,880.00	\$35.00	\$11,650.00	
10-EA	12" WATER MAIN, PVC OR DUCTILE IRON	480 L.F.	\$35.25	\$16,920.00	\$48.00	\$22,080.00	\$40.00	\$19,200.00	
10-EB	12" WATER MAIN, DUCTILE IRON	5,100 L.F.	\$38.75	\$197,625.00	\$51.80	\$263,180.00	\$50.00	\$255,000.00	
10-F	DUCTILE IRON FITTINGS	9.25 TON	\$6,278.00	\$58,071.50	\$2,700.00	\$24,975.00	\$5,000.00	\$46,250.00	
10-G	LOCATOR WIRE ASSEMBLY	2 EA.	\$279.00	\$558.00	\$95.00	\$190.00	\$1,000.00	\$2,000.00	
12-C	8" GATE VALVE WITH BOX	8 EA.	\$753.00	\$6,024.00	\$800.00	\$6,400.00	\$2,000.00	\$16,000.00	
12-E	12" GATE VALVE WITH BOX	19 EA.	\$1,450.00	\$27,550.00	\$1,450.00	\$27,550.00	\$3,000.00	\$57,000.00	
13-E	CONNECT TO EXISTING FITTING OR STUB	7 EA.	\$750.00	\$5,250.00	\$1,470.00	\$10,280.00	\$2,000.00	\$14,000.00	
13-F	LOCATE AND DISCONNECT EXISTING WATER MAIN	7 EA.	\$1,500.00	\$10,500.00	\$1,000.00	\$7,000.00	\$2,000.00	\$14,000.00	
13-G	REMOVE EXISTING FIRE HYDRANT	9 EA.	\$600.00	\$5,400.00	\$280.00	\$2,520.00	\$300.00	\$2,700.00	
13-H	REMOVE EXISTING VALVE	23 EA.	\$600.00	\$13,800.00	\$150.00	\$3,450.00	\$200.00	\$4,600.00	
14-A	FIRE HYDRANT WITH VALVE, 3' BURY	5 EA.	\$2,073.00	\$10,365.00	\$3,000.00	\$15,000.00	\$3,500.00	\$17,500.00	
14-B	FIRE HYDRANT WITH VALVE, 4' BURY	1 EA.	\$2,127.00	\$2,127.00	\$3,100.00	\$3,100.00	\$4,000.00	\$4,000.00	
14-C	FIRE HYDRANT WITH VALVE, 5' BURY	6 EA.	\$2,481.00	\$14,886.00	\$3,500.00	\$21,000.00	\$5,000.00	\$30,000.00	
15-AC	8" SERVICE SADDLE	15 EA.	\$104.50	\$1,567.50	\$622.00	\$9,330.00	\$80.00	\$1,200.00	
15-AE	12" SERVICE SADDLE	35 EA.	\$159.00	\$5,565.00	\$1,230.00	\$43,050.00	\$100.00	\$3,500.00	
15-BA	3/4" CORPORATION STOP	25 EA.	\$44.10	\$1,102.50	\$23.00	\$575.00	\$40.00	\$1,000.00	
15-BB	1" CORPORATION STOP	35 EA.	\$53.90	\$1,886.50	\$35.00	\$1,225.00	\$50.00	\$1,750.00	
15-BC	1-1/2" CORPORATION STOP	5 EA.	\$102.30	\$511.50	\$83.00	\$415.00	\$100.00	\$500.00	
15-CA	3/4" CURB VALVE w/METER BOX	75 EA.	\$86.00	\$6,450.00	\$160.00	\$12,000.00	\$100.00	\$7,500.00	

Minutes of August 15, 2006 Mayor and Board of Aldermen

TABULATION OF BIDS CITY OF LONG BEACH KATRINA WATER & SEWER REPLACEMENT PHASE 1 August 1, 2006									
2 of 2									
CONTRACTORS BIDDING:				Necaise Brothers Construction, Inc.		Magnolia Construction Co., LLC		Eutaw Construction Co., Inc.	
Certificate of Responsibility No.?				06004		00188		04777	
Acknowledgment Addendum No. 1:				YES		YES		YES	
Debarment/Non-Collusion Certification:				YES		YES		YES	
Bid Bond?				YES		YES		YES	
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
15-CB	1" CURB VALVE w/METER BOX	5 EA	\$108.00	\$530.00	\$300.00	\$1,500.00	\$150.00	\$750.00	
15-CC	1-1/2" CURB VALVE w/METER BOX	5 EA	\$215.00	\$1,075.00	\$600.00	\$3,000.00	\$300.00	\$1,500.00	
15-D	1" x 3/4" WYE FITTING	30 EA	\$47.40	\$1,422.00	\$32.00	\$960.00	\$30.00	\$900.00	
15-EA	3/4" SERVICE TUBING	600 L.F.	\$4.24	\$2,544.00	\$11.85	\$8,990.00	\$20.00	\$12,000.00	
15-EB	1" SERVICE TUBING	450 L.F.	\$4.29	\$1,930.50	\$11.70	\$5,265.00	\$22.00	\$9,900.00	
15-EC	1-1/2" SERVICE TUBING	50 L.F.	\$4.72	\$238.00	\$16.80	\$840.00	\$24.00	\$1,200.00	
15-F	JACK WATER SERVICE	30 EA	\$300.00	\$9,000.00	\$480.00	\$13,800.00	\$800.00	\$15,000.00	
15-G	LOCATE AND CONNECT OF EXISTING WATER SERVICE	75 EA	\$170.00	\$12,750.00	\$280.00	\$21,000.00	\$400.00	\$30,000.00	
16-AA	ENCASEMENT FOR 8" WATER MAIN (JACK & BORE METHOD)	30 L.F.	\$402.10	\$12,063.00	\$198.00	\$5,940.00	\$150.00	\$4,500.00	
16-AC	ENCASEMENT FOR 12" WATER MAIN (JACK & BORE METHOD)	40 L.F.	\$422.22	\$16,888.80	\$198.00	\$7,920.00	\$160.00	\$6,400.00	
16-BC	ENCASEMENT FOR 12" GRAVITY SEWER MAIN (JACK & BORE METHOD)	40 L.F.	\$400.00	\$16,000.00	\$347.00	\$13,880.00	\$190.00	\$7,200.00	
16-BD	ENCASEMENT FOR 15" GRAVITY SEWER MAIN (JACK & BORE METHOD)	30 L.F.	\$450.00	\$13,500.00	\$400.00	\$12,000.00	\$230.00	\$8,900.00	
20-A	PIPE FOUNDATION MATERIAL	1,000 C.Y.	\$10.00	\$10,000.00	\$60.00	\$60,000.00	\$65.00	\$65,000.00	
20-B	SELECT SANDY BACKFILL	1,000 C.Y.	\$10.00	\$10,000.00	\$9.00	\$9,000.00	\$25.00	\$25,000.00	
20-C	GEOTEXTILE FABRIC	500 S.Y.	\$5.50	\$2,750.00	\$0.80	\$400.00	\$2.00	\$1,000.00	
22-A	LIMESTONE ROAD BASE RESTORATION	7,500 S.Y.	\$20.25	\$151,875.00	\$26.00	\$195,000.00	\$12.00	\$90,000.00	
22-B	8" BITUMINOUS BASE COURSE (19.0 mm Mixture)	3,000 S.Y.	\$38.75	\$116,250.00	\$92.00	\$276,000.00	\$50.00	\$150,000.00	
22-C	2" HOT BITUMINOUS SURFACE COURSE (9.5 mm Mixture)	7,500 S.Y.	\$11.50	\$86,250.00	\$20.00	\$150,000.00	\$20.00	\$150,000.00	
22-DA	CONCRETE SIDEWALK RESTORATION	1,200 S.Y.	\$31.00	\$37,200.00	\$54.00	\$64,800.00	\$100.00	\$120,000.00	
22-DB	CONCRETE DRIVE RESTORATION	1,400 S.Y.	\$50.00	\$70,000.00	\$63.00	\$88,200.00	\$100.00	\$140,000.00	
22-DC	CONCRETE CURB & GUTTER RESTORATION	3,500 L.F.	\$16.00	\$56,000.00	\$21.80	\$76,300.00	\$30.00	\$105,000.00	
22-E	SAW CUT JOINT	3,500 L.F.	\$3.00	\$10,500.00	\$10.20	\$35,700.00	\$3.00	\$10,500.00	
22-F	GRANULAR DRIVE RESTORATION	35 S.Y.	\$20.00	\$700.00	\$20.00	\$700.00	\$30.00	\$1,050.00	
22-G	FENCE RESTORATION	200 L.F.	\$15.00	\$3,000.00	\$12.00	\$2,400.00	\$30.00	\$6,000.00	
22-HA	12" OR 15" RCCP CULVERT	690 L.F.	\$30.18	\$20,822.40	\$19.00	\$12,920.00	\$38.00	\$25,840.00	
22-HB	18" RCCP CULVERT	464 L.F.	\$36.32	\$16,852.48	\$22.00	\$10,208.00	\$40.00	\$18,560.00	
22-HC	24" RCCP CULVERT	200 L.F.	\$50.99	\$10,198.00	\$35.00	\$7,000.00	\$80.00	\$12,000.00	
22-HD	30" RCCP CULVERT	24 L.F.	\$70.15	\$1,683.64	\$46.00	\$1,104.00	\$80.00	\$1,920.00	
22-HE	36" RCCP CULVERT	24 L.F.	\$93.79	\$2,250.96	\$85.00	\$2,040.00	\$100.00	\$2,400.00	
22-HI	60" RCCP CULVERT	64 L.F.	\$223.64	\$14,322.76	\$150.00	\$9,600.00	\$250.00	\$16,000.00	
22-HJ	22" X 13" RCAP CULVERT	24 L.F.	\$45.33	\$1,087.92	\$33.00	\$792.00	\$80.00	\$1,440.00	
22-HK	28" X 18" RCAP CULVERT	24 L.F.	\$88.21	\$2,117.04	\$44.00	\$1,056.00	\$80.00	\$1,920.00	
22-HL	44" X 27" RCAP CULVERT	24 L.F.	\$120.14	\$2,883.36	\$73.00	\$1,752.00	\$120.00	\$2,880.00	
22-HM	51" X 31" RCAP CULVERT	32 L.F.	\$147.83	\$4,730.56	\$84.00	\$2,688.00	\$160.00	\$5,120.00	
22-HN	3' X 3' CONCRETE BOX CULVERT	40 L.F.	\$388.42	\$15,536.80	\$347.00	\$13,880.00	\$400.00	\$16,000.00	
22-I	VEGETATIVE COVER	2.5 AC.	\$2,000.00	\$5,000.00	\$3,000.00	\$7,500.00	\$4,000.00	\$10,000.00	
22-J	SOLID SOD	400 S.Y.	\$6.00	\$2,400.00	\$5.00	\$2,000.00	\$8.00	\$3,200.00	
22-K	RIP-RAP SLOPE PROTECTION	500 S.Y.	\$21.00	\$10,500.00	\$44.00	\$22,000.00	\$50.00	\$25,000.00	
22-L	EXCELSIOR BLANKET	300 S.Y.	\$6.00	\$1,800.00	\$5.00	\$1,500.00	\$2.00	\$600.00	
23-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$210,000.00	\$210,000.00	\$17,000.00	\$17,000.00	\$250,000.00	\$250,000.00	
24-A	STORMWATER MANAGEMENT	1 L.S.	\$11,000.00	\$11,000.00	\$16,000.00	\$16,000.00	\$30,000.00	\$30,000.00	
TOTAL BID				\$1,736,456.14		\$2,250,413.50 *		\$2,358,781.00	

* Engineer's Corrected Figure

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

M. Scott Burge

M Scott Burge P E
Cert No 9550
August 3 2006



* * * * *

Based upon the recommendation of Mr. Campton as set forth above, Alderman Holder made motion seconded by Alderman Burton and unanimously carried to award the Contract, "KATRINA WATER & SEWER REPLACEMENT PHASE I", to Necaise Brothers Construction Company, Inc. in the amount of \$1,736,456.14 as lowest and best bid, delaying "notice to proceed" as recommended by FEMA and MEMA representatives.

* * * * *

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

There came on for consideration a letter from City Engineer John Campton, as follows:



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

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

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



August 11, 2006

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

Re: Advertise for Bids – Repair / Remodeling – City Hall, Annex, and Library

Gentlemen:

Capital Engineering has completed plans and specifications covering the needed interior finish work in City Hall, City Hall Annex Building, and the Library. I have reviewed an e-mailed version of these, and Capital is to forward final hard copies today.

I suggest the following bidding schedule for this project:

Authorize Advertisement:	8/15/06
First Advertisement:	8/18/06
Second Advertisement:	8/25/06
Receive Bids:	9/19/06

Sincerely,

John Campton, P.E.

JC:lt:K308

cc: Lou Traina, Capital Engineering

O:\K308 Bldgs\K308B - City Hall\Bid Sched 081106 doc

Page 1 of 1

*

*

Based upon the recommendation of Mr. Campton, Alderman Notter made motion seconded by Alderman Bennett and unanimously carried to advertise for bids, "REPAIR/REMODEL-CITY HALL, ANNEX AND LIBRARY", in accordance with the schedule as set forth above.

Minutes of August 15, 2006
Mayor and Board of Aldermen

The Mayor and Board of Aldermen recognized Mr. Glen Mueller for 25 years of dedicated community service.

Alderman Notter made motion seconded by Alderman Holder and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated August 1, 2006, as submitted.

Alderman McNary made motion seconded by Alderman Holder to approve the August 10, 2006, Planning Commission minutes with exception to action taken approving the application for Zoning Map Change submitted by Hampton House, LP, from R-1 Single Family Residential and C-2 Highway Commercial to R-3 Multi Family Residential, required by ordinance for public hearing before the Mayor and Board of Aldermen.

After considerable debate and discussion regarding zoning regulations and fire insurance ratings in reference to action taken by the Planning Commission granting preliminary plat approval for the high rise, high density development, Pitcher Point Condominiums, the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Richard Notter	voted	Nay
Alderman Richard Burton	voted	Nay
Alderman Charles Boggs	voted	Nay
Alderman Richard Bennett	voted	Aye
Alderman Allen D. Holder, Jr.	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Aye

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

* * * * *

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to schedule a public hearing, Tuesday, September 15, 2006, at 5:30 p.m. to consider the application for Zoning Map Change as submitted by Hampton House, LP.

There came on for consideration Docket of Claims number 081506 and an Opinion from the Office of the Attorney General, as follows:

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

STATE OF MISSISSIPPI



**JIM HOOD
ATTORNEY GENERAL**

OPINIONS
DIVISION

August 11, 2006

Frank R. McCreary III
City Attorney
Post Office Box 987
Long Beach, MS 39560

Re: Payment for use of four wheelers after Hurricane Katrina

Dear Mr. McCreary:

Attorney General Jim Hood received your request for an official opinion and assigned it to me for research and response. In your letter of request, a copy of which is attached and incorporated herein by reference, you state that in the immediate aftermath of Hurricane Katrina, the city's civil defense director obtained the use of privately-owned four wheelers for search and rescue missions and to reach areas of the municipality which were otherwise inaccessible due to the hurricane to maintain order and protect property. You state that FEMA has approved payments of \$850.00 for the use of each four wheeler and has made payment of same to the city through MEMA. The city has in turn made payments to two private citizens who permitted the use of their four wheelers. You then ask if the city may make similar payments of \$850.00 each to the city firemen who permitted the use of their four wheelers.

In response, we note that the Governor issued a declaration of emergency relating to Hurricane Katrina, which encompassed all areas of the State affected by Hurricane Katrina, including the City of Long Beach. Section 33-15-17(b) of the Mississippi Code provides:

(b) In carrying out the provisions of this article each county and municipality, or the two (2) acting jointly, or two (2) or more counties acting jointly, where there is joint organization, in which any disaster as described in Section 33-15-5 occurs, shall have the power to enter into contracts and incur obligations necessary to combat such disaster,

450 HIGH STREET - POST OFFICE BOX 220 - JACKSON, MISSISSIPPI 39205-0220
TELEPHONE (601) 359-3680 - FACSIMILE (601) 359-2285

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

Frank R. McCreary III
August 11, 2006
Page 2

protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster. Each county and municipality is authorized to exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the **rental of equipment**, the purchase of supplies and materials, the levying of taxes and the appropriation and expenditure of public funds.

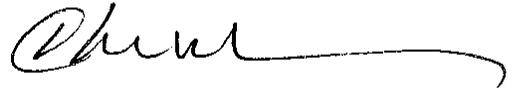
(Emphasis added).

In light of the declaration of emergency and the authority contained in Section 33-15-17(b), the City of Long Beach is authorized to pay city firemen for the use of the privately owned four wheelers in accordance with rates approved by FEMA and the governing authorities of the municipality.

Very truly yours,

OFFICIAL OPINION
JIM HOOD, ATTORNEY GENERAL

By:



Chuck Rubisoff
Special Assistant Attorney General

Minutes of August 15, 2006
Mayor and Board of Aldermen

Based upon the Attorney General's opinion as set forth above, Alderman Notter made motion seconded by Alderman Burton to approve payment of invoices as listed in Docket of Claims number 081506, including twelve (12) invoices submitted for reimbursement by city employees for use of personal 4-wheelers during the time immediately following Hurricane Katrina, listed in Docket of Claims number 050206 and held in abeyance for further legal advice [Reference Minute Book 55; Page 203].

* * *

Alderman Boggs offered substitute motion seconded by Alderman Notter to approve payment of invoices as listed in Docket of Claims number 081506, with exception to three (3) invoices, #111757IIK301 - \$52,736.40, #121757IIK301 - \$98,154.00, #12P1757IIK30 - \$44,613.90, as submitted by Alabama Emergency Response and Recovery, for further consideration under separate motion; and including twelve (12) invoices submitted for reimbursement by city employees for use of personal 4-wheelers during the time immediately following Hurricane Katrina, listed in Docket of Claims number 050206 and held in abeyance for further legal advice [Reference Minute Book 55; Page 203].

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

Alderman Richard Notter	voted	Aye
Alderman Richard Burton	voted	Aye
Alderman Charles Boggs	voted	Aye
Alderman Richard Bennett	voted	Nay
Alderman Allen D. Holder, Jr.	voted	Nay
Alderman Mark Lishen	voted	Nay
Alderman Joseph McNary	voted	Nay

The question having received the NEGATIVE vote of a majority of the Aldermen present and voting, the Mayor declared the motion NOT CARRIED.

* * *

The question on the original motion to approve payment of invoices as listed in Docket of Claims number 081506, and the aforementioned twelve (12) invoices submitted for reimbursement, carried upon the affirmative voice vote of all the Aldermen present and voting.

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

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

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



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET, GULFPORT MS 39507 TEL (228) 863-0667
P O BOX 1677, GULFPORT MS 39502 FAX (228) 863-5232



August 2, 2006

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

Re: **Engineering Contract for Repairs to City Hall Complex and Library**

Gentlemen:

Capital Engineering, Inc. has forwarded the enclosed Engineering Agreement, covering professional services to design and supervise construction of the remaining repair work at City Hall, City Hall Annex, and the Library.

I recommend that this Agreement be approved.

Sincerely,

John Campton, P.E.

JC:tk308
Enclosure

cc: Lou Traina

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 27, 2006, (Effective Date) between the City of Long Beach, Mississippi ("OWNER"), and CAPITAL Engineering, Inc. ("ENGINEER").

OWNER intends to construct repairs to the Long Beach Public Library and City Hall Complex, which were damaged by Hurricane Katrina (the "Project"). Primary funding will be provided by the Federal Emergency Management Agency (FEMA), and the Mississippi Emergency Management Agency (MEMA).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

Minutes of August 15, 2006

Mayor and Board of Aldermen

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth of specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changed in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01 A and 4.01 B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted).

Minutes of August 15, 2006

Mayor and Board of Aldermen

by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that imposes taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit" to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the

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extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER'S Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing and furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services to ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work", or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by the OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

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B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer

hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance".

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance". ~~OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.~~

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

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F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform service contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the

cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

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2 All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in exhibit H, "Dispute Resolution"

6.10 Hazardous Environmental Condition

A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER that existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of service does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become

an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

~~2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.~~

~~3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.~~

~~4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall~~

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~~indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11 A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

~~5. The indemnification provision of paragraph 6.11 A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.~~

6.12 Notices

A. Any notices required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services", including those Exhibits listed in Article 8 thereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form settling forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

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9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period* - The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish

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services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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40. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions

41. *Total Project Costs*--The sum of the Construction Costs, allowances for contingencies, the total costs of services for ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages for properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Include

A. Exhibit A, "ENGINEER's Services", consisting of _ pages.

B. Exhibit B, "OWNER's Responsibilities", consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses" - Standard Hourly Rates Method of Payment, consisting of 2 pages.

- AND -

Appendix 1 to Exhibit C, "Standard Hourly Rates Schedule", consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", consisting of 4 pages

~~E. Exhibit E, "Notice of Acceptability of Work", consisting of ___ pages.~~

~~F. Exhibit F, "Construction Cost Limit", consisting of ___ page.~~

G. Exhibit G, "Insurance", consisting of 2 pages.

~~H. Exhibit H, "Dispute Resolution", consisting of ___ page.~~

~~I. Exhibit I, "Allocation of Risks", consisting of ___ page.~~

J. Exhibit J, "Special Provisions", consisting of ___ pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date of which is indicated on page 1.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: William Skellie, Jr.

Title: Mayor

Date Signed _____

Address for giving notices:

P. O. Box 929

Long Beach, MS 39560

Designated Representative (paragraph 6.02 A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

ENGINEER:

CAPITAL ENGINEERING, INC.

By: James S. Markiewicz, P.E.

Title: President

Date Signed: 7-22-06

Address for giving notices:

6933 Indianapolis Blvd.

Hammond, IN 46324

Designated Representative (paragraph 6.02 A):

Louis A. Itraina

Title: Project Manager

Phone Number: 219-844-1984

Facsimile Number: 219-845-9902

E-Mail Address: ltraina@capital-eng.com

Minutes of August 15, 2006 Mayor and Board of Aldermen

This is EXHIBIT A, consisting of 9 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services, dated July 27, 2006.

Initial:
OWNER _____
ENGINEER

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1 01 Study and Report Phase

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
 2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
 4. Identify and evaluate 1 alternative solution available to OWNER and, after consultation with OWNER, recommend OWNER those solutions which in ENGINEER's judgement meet OWNER's requirements for the project.
 5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.
 6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
 7. Furnish 3 review copies of the Report to OWNER within 30 days of authorization to begin services and review it with OWNER.
 8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish 3 final copies of the revised Report to the OWNER within 60 days after completion of reviewing it with OWNER.
- B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.

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A1.02 Preliminary Design Phase

A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. ~~Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services
4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01 A.5.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER 3 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 30 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 Final Design Phase

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01 A.5.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents

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6. Submit 3 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 120 days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, or Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is 1

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER

A1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER of the Bidding Documents and the more recent opinion of probable Construction Costs as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement)

C. The estimate of the Engineer's compensation for this phase is to be based on the Engineer not attending the pre-Bid conference, Bid opening, or a meeting to award the contract. These services are to be provided by the Owners Representative on site. The estimate of the Engineer's compensation for this phase is to be based on 50 man-hours to assist the Owner in obtaining Bids, documenting pre-Bid meeting notes, issuing addenda as required, tabulating Bids, consulting with the Owner on the acceptability of contractors, and assisting the Owner in evaluating proposals

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A1.05 Construction Phase

The Engineer is to provide oversight services during the construction phase of the project. The on site services are to be provided by Mittal Steel to the Owner. The estimated compensation to the Engineer for the oversight services is included in the final design phase and the bidding and negotiation phase estimates. The Engineer is not required to provide on site services during construction.

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:~~

~~1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealing with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.~~

~~2. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.~~

~~3. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.~~

~~4. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~

~~5. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.~~

~~6. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:~~

~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.~~

~~b. The purpose of ENGINEER's visits to, and representations by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have~~

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control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work*. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders*. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives*. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or equal"*. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests*. Requires such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor*. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment*. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to

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any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustment allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. ~~Contractor's Completion Documents.~~

a. ~~Receive and review maintenance and operating instructions, schedules, and guarantees.~~

b. ~~Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.~~

c. ~~ENGINEER shall transmit these documents to OWNER.~~

16. ~~Substantial Completion.~~ Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial completion to OWNER and Contractor.

17. ~~Additional Tasks.~~ Perform or provide the following additional Construction Phase tasks or deliverables:

18. ~~Final Notice of Acceptability of the Work.~~ Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

E. ~~Duration of Construction Phase.~~ The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in

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paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

~~C. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

A1.06 — ~~Post Construction Phase~~

~~A. Upon written authorization from OWNER, ENGINEER, during the Post Construction Phase, shall:~~

- ~~1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.~~
- ~~2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.~~
- ~~3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.~~

~~4. Together with OWNER, visit the Project to observe any apparent defects in Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.~~

~~5. Perform or provide the following additional Post Construction Phase tasks or deliverables:~~

~~6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.~~

PART 2 -- ADDITIONAL SERVICES

A2.01 ~~Additional Services Requiring OWNER's Authorization in Advance~~

~~A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.~~

~~1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~

~~2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.~~

~~3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are~~

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required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.04.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project Information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. (See A1.05, 17.a)

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

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21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated July 27, 2006.

Initial:
OWNER
ENGINEER 

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.
B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

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G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

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Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2 01 O and P.

R. Perform or provide the following additional services:

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This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services, dated July 27, 2006.

Initial:
OWNER
ENGINEER SM

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 - PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope—Standard Hourly Rates Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any

2. ENGINEER's Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under paragraph C4.01 is estimated to be \$67,500 based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ <u>7,900.</u>
b. Preliminary Design Phase	\$ <u>16,900.</u>
c. Final Design Phase	\$ <u>35,000.</u>
d. Bidding and Negotiating Phase	\$ <u>7,700.</u>
e. Construction Phase	\$ <u> .</u>

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

5. The total estimated compensation for ENGINEER's services included in the breakdown by phases as noted in paragraph 4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

7. The Standard Hourly Rates will be adjusted annually (as of March 1) to reflect equitable changes in the compensation payable to ENGINEER.

8. The Standard Hourly Rates Method of Payment is conditioned on Contract Times to complete the Work not exceeding 12 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

9. ~~If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$_____ for all Basic Services for each prime contract added.~~

C4.02 *For Basic Services Having An Undetermined Scope -- Standard Hourly Rates Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services having an undetermined scope as follows:

~~1. Resident Project Representative Services. For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05A.2.a of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$_____ based upon Contract Times as set forth in paragraph C4.01.~~

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~~2. Post-Construction Phase Services. For Post-Construction Phase services under Paragraph A1.06 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$_____.~~

C4.03 For Additional Services

A OWNER shall pay ENGINEER for Additional Services as follows:

1 *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01 A.20, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2 *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01 A.20, at the rate of \$1,000 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03 A.1) ~~Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.06.~~

C4.05 Standard Hourly Rates

A Standard Hourly Rates are set forth in Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

~~B. The Standard Hourly Rates will be adjusted annually (as of June 1) to reflect equitable changes in the compensation payable to ENGINEER.~~

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This is Appendix 1 to EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services, dated July 27, 2006.

Initial:
OWNER
ENGINEER 

Standard Hourly Rates Schedule

AUGUST 1, 2005 THRU JULY 31, 2007 (Issued 08/15/05)

I. ENGINEERING SERVICES

<u>CATEGORY</u>	<u>BILLING RATE</u>	<u>OVERTIME</u>
Engineering Manager	95.00 \$/hour	- Exempt
Project Manager	86.30	- Exempt
Project Engineer/Field Engineer	76.90	- Exempt
Design Eng./CAD Operator	69.90	104.85 - Non-Exempt
Designer	59.30	88.95 - Non-Exempt
Design Draftsman	51.50	77.25 - Non-Exempt
Draftsman	46.00	69.00 - Non-Exempt
Detailer/Technical Ass't	35.00	52.50 - Non-Exempt

II. COMPUTER EQUIPMENT

	<u>BILLING RATE</u>
Computer equipment and Computer-Aided Design equipment	5.00 \$/hour

III. REPRODUCTION SERVICE

<u>CATEGORY</u>	<u>BILLING RATE</u>
Prints - Paper	35 cents/sq. ft.
Prints - Sepia, vellum, mylar	1.35 \$/sq. ft.
Plotting - black / white	1.85 \$/sq. ft.
Plotting - color	2.95 \$/sq. ft.
8.5" X 11" office copies	25 cents each
8.5" X 14" office copies	30 cents each
11" X 17" office copies	40 cents each
Color Xerox Copies - 8.5" X 11"	\$1.00/each
Color Xerox Copies - 11" X 17"	\$2.00/each
Renderings (3-D or shaded)	\$6.00/sq. ft.

IV. MISCELLANEOUS

- 1) Travel expense - billed at cost
- 2) Meals - at cost for radius outside 150 miles from home office
- 3) Extraordinary telephone/FAX expense - billed at cost
- 4) Outside consultant and equipment rental billed at cost plus 10%
- 5) Postage expense for special delivery services exceeding \$5.00 per delivery - billed at cost.
- 6) Payment - net 45 days
- 7) Mileage is billed at 40.5 cents per mile or the current allowance as specified by the IRS.
(No mileage charged for company cars, only employees personal cars, which is reimbursed to the employee.)
- 8) Overtime, if authorized, is billed at 1.5 times the straight time billing rate for time worked over 40 hours per week, and for Saturdays, Sundays, and/or holidays

**Minutes of August 15, 2006
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SUMMARY OF ESTIMATED COSTS

Study & Report Phase:	Estimated Man-hours:	80
	Estimated Cost:	\$6,900
	Estimated Travel Expense:	<u>\$1,000</u>
	Total:	\$7,900
Preliminary Design Phase:	Estimated Man-hours:	200
	Estimated Cost:	\$16,900
	Estimated Travel Expense:	<u>\$ 0</u>
	Total:	\$16,900
Final Design Phase:	Estimated Man-hours:	375
	Estimated Cost:	\$32,000
	Estimated Travel Expense:	<u>\$ 3,000</u>
	Total:	\$35,000
Bidding & Negotiation Phase:	Estimated Man-hours:	80
	Estimated Cost:	\$ 6,700
	Estimated Travel Expense:	<u>\$ 1,000</u>
	Total:	\$ 7,700
Grand Total:		\$67,500

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services, dated July 27, 2006.

Initial:
OWNER
ENGINEER *SM*

Insurance

Paragraph 6 05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6 05 Insurance

A. The limits of liability for the insurance required by paragraph 6 05 A and 6 05 B of the Agreement are as follows:

1. By ENGINEER:

	Statutory
a. Workers' Compensation	
b. Employer's Liability -	
1. Each Accident:	\$ 100,000
2. Disease, Policy Limit:	\$ 500,000
3. Disease, Each Employee:	\$ 100,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000
2. General Aggregate:	\$ 2,000,000
d. Excess or Umbrella Liability -	
1. Each Occurrence:	NONE
2. General Aggregate:	NONE
e. Automobile Injury -	
1. Bodily Injury:	
a. Each Accident	N/A
2. Property Damage:	
a. Each Accident	N/A
(OR)	
1. Combined Single Limit (Bodily Injury and Property Damage):	\$ 1,000,000
Each Accident	
f. Other (specify):	
_____ N/A	\$ _____ N/A

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2 By OWNER:

a. Workers' Compensation	Statutory
b. Employer's Liability -	
1. Each Accident:	\$ 500,000
2. Disease, Policy Limit:	\$ 500,000
3. Disease, Each Employee:	\$ 500,000
c. General Liability -	
1. General Aggregate:	\$ 1,000,000
2. Each Occurrence (Bodily Injury and Property Damage):	\$ 2,000,000
d. Excess or Umbrella Liability -	
1. Each Occurrence:	\$ 1,000,000
2. General Aggregate:	\$ 1,000,000
e. Automobile Injury -	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
f. Other (specify):	
_____	\$ _____

B. *Additional Insureds*

1. The following person or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05 B:

- a. NA
ENGINEER

- b. N/A
ENGINEER's CONSULTANT

- c. N/A
ENGINEER's CONSULTANT

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Mayor and Board of Aldermen**

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSRAM CAPITE1	DATE (MM/DD/YYYY) 06/23/06			
PRODUCER Rothschild Agency, Inc 8979 Broadway Merrillville IN 46410- Phone: 219-769-6616		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Capital Engineering Inc. Jim Markiewicz 6933 Indianapolis Blvd Hammond IN 46324		INSURERS AFFORDING COVERAGE INSURER A: Amerisure Companies INSURER B: Westport Suretybond Corp. (GEC) INSURER C: Lexington Ins Co. (BCI) INSURER D: INSURER E:	NAIC #			
COVERAGES						
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
RISK LTR	ACORD FORM	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES FOR: POLICY <input type="checkbox"/> FRI-DUCT <input type="checkbox"/> LOC <input type="checkbox"/>	CPP132535901	12/05/05	12/05/06	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & AD&J INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Ca132535801	12/05/05	12/05/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 SOCIETY INJURY (Per person) \$ SOCIETY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ADD \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CU13253600	12/05/05	12/05/06	EACH OCCURRENCE \$ 3000000 AGGREGATE \$ 3000000 RETAINED \$ 10000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR/CLERICAL/STAFF If yes, describe under SPECIAL PROVISIONS below	WCX00213	12/05/05	12/05/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500000 EL DISEASE - EA EMPLOYEE \$ 500000 EL DISEASE - POLICY LIMIT \$ 500000
C		Professional Liab	1153355	12/05/05	12/05/06	Ea Claim 1000000 Aggregate 2000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS: CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY COVERAGE ARISING OUT OF OPERATIONS PERFORMED FOR CERT HOLDER BY THE INSURED.						
CERTIFICATE HOLDER				CANCELLATION		
LOB9003 CITY OF LONG BEACH MISSISSIPPI WILLIAM SKELLIE JR MAYOR P. O. BOX 929 LONG BEACH MS 39560				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Dean Rothschild		

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

* * *

Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to approve the aforementioned contract with exception to and deleting:

6.11 Allocation of Risks; A. Indemnification; Paragraphs 2-5 inclusive; Page 7 & 8 of 12, as stated in Standard Form of Agreement Between Owner and Engineer for Professional Services; and Exhibit C – Payments to ENGINEER for Services and Reimbursable Expenses; C4.05.B.; Page 2 of 2.

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Mayor and Board of Aldermen

Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve the request for placement of a FEMA mobile home as submitted by Brenda (McGee) Kava, 148 Markham Drive.

Based upon the recommendation of Police Chief Harley Schinker and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve Police Department step increases, as follows:

Deputy Chief Wayne McDowell, PS-20-VII, effective September 1, 2006;

First Class Patrolman Kenneth Lassabe, PS-10-1, effective September 16, 2006;

Dispatcher Kevin Smyth, PS-3-VIII, effective September 16, 2006.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on July 18, 2006, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, "AN ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, ADOPTING THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE FOR FISCAL YEAR 2006-2007", as evidenced by the Publisher's Proof of Publication.

The Clerk further reported that there were no complaints, filed in writing, objecting to and petitioning for a specific reduction on any portion or portions of the aforesaid motor vehicle assessment schedule affecting the complainant directly.

Upon discussion, Alderman Notter made motion seconded by Alderman Holder and unanimously carried adopting the Uniform Motor Vehicle Assessment Schedule for Fiscal Year 2006-2007 and to spread the aforementioned Proof of Publication upon the minutes of this meeting in words and figures, as follows:

Minutes of August 15, 2006 Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of adopting the Uniform Motor Vehicle Assessment Schedule for the City of Long Beach, Mississippi, and the Long Beach Separate School District for the fiscal year 2006-2007. After a discussion of the subject, Alderman Natter offered and moved the adoption of the following Order:

AN ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, ADOPTING THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE FOR THE FISCAL YEAR 2006-2007 FOR AD VALOREM TAXES OF THE CITY OF LONG BEACH, MISSISSIPPI AND THE LONG BEACH SEPARATE SCHOOL DISTRICT, PROVIDING FOR HEARING ON ANY COMPLAINT, FILED IN WRITING, OBJECTING TO AND PETITIONING FOR A SPECIFIED REDUCTION ON ANY PORTION OR PORTIONS OF THE ASSESSMENT SCHEDULE AFFECTING THE COMPLAINANT DIRECTLY AND PROVIDING FOR PUBLICATION OF NOTICE OF SUCH HEARING AND FOR RELATED PURPOSES.

Whereas, in accordance with the provisions of Chapter 340, Laws of Mississippi, 1990, there has been filed with the Mayor and Board of Aldermen of the City of Long Beach, Mississippi a certified copy of the Uniform Motor Vehicle Assessment Schedule adopted by Order of the State Tax Commission of the State of Mississippi dated June 14, 2006, which motor vehicle assessment schedule has been examined and considered by the Mayor and Board of Aldermen of the City and is now on file in the office of the City Clerk of the City of Long Beach, Mississippi, who is also the Tax Assessor of said City and of the Long Beach Municipal Separate School District; and such motor vehicle assessment schedule is now open and ready for inspection and examination by any interested taxpayer of the City of Long Beach, Mississippi, and of the Long Beach Municipal Separate School District; now therefore,

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

SECTION 1. That the aforesaid Uniform Motor Vehicle Assessment Schedule for motor vehicle ad valorem taxes for the fiscal year 2006-2007, adopted by the State Tax Commission of the State of Mississippi, now on file with the Mayor and Board of Aldermen in the office of the City Clerk at the City Hall of the City of Long Beach, Mississippi, be, and the same hereby is adopted as and for the motor vehicle assessment schedule for the City of Long Beach, Mississippi, and the Long Beach Separate School District for the collection of ad valorem taxes for the ensuing fiscal year of 2006-2007 for the City and the Municipal Separate School District subject to the hearing of objection as hereinafter provided.

SECTION 2. That the aforesaid motor vehicle assessment schedule is now open and ready for inspection and examination by any interested taxpayer of the City of Long Beach, Mississippi, and of the Long Beach Municipal Separate School District; and that a public hearing be, and is hereby called and ordered to be held in the Administration Building of the Long Beach Municipal Separate School District on Commission Road in said City of Long Beach, Mississippi, at 5:30 P.M. on Tuesday, the 15th of August, 2006, for the purpose of hearing and taking action on any complaint, filed in writing, objecting to and petitioning for a specific reduction on any portion or portions of the aforesaid motor vehicle assessment schedule affecting the complainant directly.

SECTION 3. That the City

City Clerk is hereby ordered and directed to give notice that the aforesaid motor vehicle assessment schedule is now ready and open for inspection and examination by any interested taxpayer of the City of Long Beach, Mississippi, and of the Long Beach Municipal Separate School District and of the public hearing hereinabove ordered and directed to be held for the purpose of hearing and taking action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the aforesaid motor vehicle assessment schedule affecting the complainant directly, at the City Hall of the City of Long Beach, Mississippi, at the time and on the date specified hereinabove in Section 2 for said hearing. The said notice shall be given by publication of this Order in its entirety at least two (2) times in the Sun Herald, a newspaper published and having general circulation and Harrison County, Mississippi, and having general circulation in the City of Long Beach, Mississippi, and in the Long Beach Municipal Separate School District, the first publication to be made not less than fifteen (15) days prior to the date hereinabove fixed for said public hearing, all as is provided by Section 27-51-21, Mississippi Code of 1972, as amended.

SECTION 4. This Order shall take effect and be in force from and after its adoption and after its adoption by the Mayor, the result was as follows:

Alderman Richard Natter, voted Aye;
Alderman Richard Burton, voted Aye;
Alderman Charles Boggs, voted Aye;
Alderman Richard Bennett, voted Aye;
Alderman Allen D. Holder, Jr., voted Aye;
Alderman Mark Lishen, voted Aye;
Alderman Joseph McNary, voted Aye.

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the order adopted this the 18th day of July, 2006.

APPROVED:
WILLIAM SKELLIE, JR., MAYOR
ATTEST:
REBECCA E. SCHRUFF, CITY CLERK
C-51,adv25,1,2tu 1072937

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Ashley Bearfield 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. 122 No. 295 dated 25 day of JULY, 2006
 Vol. 122 No. 302 dated 1 day of AUGUST, 2006
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____

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

Commission Expires on:
October 18, 2007

Ashley Bearfield
Clerk

Sworn to and subscribed before me this 1 day of AUGUST, A.D., 2006

Kerew Shook
Notary Public

Printer's Fee \$ _____
 Furnishing proof of publication \$ _____
 TOTAL \$ _____

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Alderman Holder made motion seconded by Alderman Notter and unanimously carried to accept the resignation of Deputy Court Clerk Laura Howe effective August 18, 2006.

The Clerk submitted the Fiscal Year 2006-2007 budget for review by the Mayor and Board of Aldermen and it was noted for the record that the public hearing to consider same will be held September 5, 2006, at 5:30 p.m.

* * *

Alderman Bennett made motion seconded by Alderman Holder and unanimously carried to approve the Long Beach School District Fiscal Year 2006-2007 Budget, as follows:

Minutes of August 15, 2006
Mayor and Board of Aldermen

RESOLUTION AND ORDER OF BOARD OF TRUSTEES OF THE
LONG BEACH SCHOOL DISTRICT REQUESTING AN AD VALOREM
TAX FOR THE SUPPORT OF THE SCHOOL DISTRICT

There came on for consideration at the August 14, 2006 regular meeting of the Board of Trustees of the Long Beach School District, ("the School District") duly convened at 6:00 P.M. on August 14, 2006, all as is required by law, the matter of a request for an ad valorem tax effort for the support of the School District during the 2006-2007 fiscal year, and on the Motion of Trustee Craig Carpenter for adoption of the following Resolution and Order, the same was read as follows:

A RESOLUTION DECLARING THE NECESSITY OF
AN AD VALOREM TAX EFFORT IN THE AMOUNT
OF \$5,517,341.49 FOR THE SUPPORT OF THE
LOCAL SCHOOL DISTRICT MAINTENANCE
PROGRAM DURING THE FISCAL YEAR, AND
SUCH ADDITIONAL AD VALOREM TAX EFFORT
AS IS REQUIRED TO PROVIDE DEBT SERVICE
FOR THE SCHOOL DISTRICT FOR 2006-2007.

WHEREAS, after careful consideration and deliberation, the Long Beach School District did, at a regular meeting on August 14, 2006, find the necessity and need for, and did duly adopt a budget for the 2006-2007 fiscal year which required a local ad valorem tax effort of \$\$5,517,341.49 for the support of the local school district maintenance program; and

WHEREAS, such consideration and deliberation was evident prior to, during, and after the duly advertised budgetary public hearing held on August 7, 2006, and as mandated under

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Section 27-61-9 of the Mississippi Code of 1972, Annotated, as amended; and

WHEREAS, Section 37-57-107 of the Mississippi Code of 1972, Amended, excludes from the aforementioned percentage limitation taxes levied for payment of principal and interest on school indebtedness; and

WHEREAS, the District has heretofore issued certain notes as authorized under Miss. Code Ann. Section 37-59-101, et. seq. for the purpose authorized therein, and

NOW, THEREFORE, be it RESOLVED AND ORDERED that, pursuant to Section 37-51-1, 37-57-105, 37-57-107, 27-39-333, and 37-59-107 of the Mississippi Code of 1972, Amended, the Mayor and Board of Aldermen of the City of Long Beach are hereby requested to levy an ad valorem tax effort (1) in the amount of \$5,517,341.49 for the school district maintenance program during the 2006-2007 fiscal year, plus (2) an amount sufficient, as determined by the financial Officer of the City of Long Beach, to pay the principal of and interest on School District indebtedness as the same became due during the 2006-07 fiscal year, as follows, to wit:

- (a) a regular Three Mill levy for payment of notes issued by Long Beach School District pursuant to Miss Code Ann. Section 37-59-101, et. seq. for payment of notes in an amount of \$2,750,000.00 issued by the Long Beach School District pursuant to Miss Code Ann. Section 37-59-101, et. Seq., as approved by the Board of Trustees of the Long Beach School District on December 12, 2005.

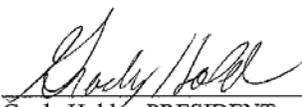
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- (b) a special levy in the amount sufficient, as determined by the financial Officer of the City of Long Beach, to pay the principal of and interest on School District indebtedness incurred as of July 17, 2006 as approved in the resolution adopted by the Board of Trustees of the Long Beach School District on June 23, 2003 pursuant to Miss Code Annotated 37-57-108 in order to fund a shortfall in ad valorem tax collections on behalf of the District for the 2004-2006 school year, in the amount of \$220,386.88.

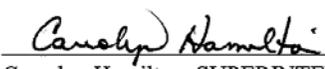
Trustee James Stubbs seconded the Motion, and upon the same being put to a roll call vote, the voting was as follows:

Trustee Craig Carpenter voted	<u>Yes</u>
Trustee Grady Holder voted	<u>Yes</u>
Trustee Claire Leatherwood	<u>Yes</u>
Trustee Tim Pearce voted	<u>Yes</u>
Trustee James Stubbs voted	<u>Yes</u>

The motion having received the affirmative vote of the Trustees, the present and voting President of the Board of Trustees of the Long Beach School District declared said Motion carried and the foregoing Resolution and Order duly adopted on this the 14th day of August, 2006.



Grady Holder, PRESIDENT
Board of Trustees of Long Beach
School District



Carolyn Hamilton, SUPERINTENDENT
Long Beach School District

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	ORIGINAL AMENDED		DATE	GOVERNMENTAL FUND TYPES					FUND TYPE
	Fy07	Fy07		GENERAL	SPECIAL REVENUE	CAPITAL PROJECTS	DEBT SERVICE	TRUST	
LONG BEACH SCHOOL DISTRICT COMBINED BUDGET 2007 FISCAL YEAR									
REVENUES									
	TOTAL								
1000 LOCAL SOURCES	7,012,341.00	6,124,891.00		595,950.00	.00		226,000.00		5,500.00
2000 INTERMEDIATE SOURCES									
3000 STATE SOURCES	14,207,733.73	14,047,832.00		351,157.73			508,750.00		.00
4000 FEDERAL SOURCES	6,295,333.45	6,133,283.45		6,133,283.45					.00
5000 SIXTEENTH SECTION SOURCES	11,500.00	11,500.00		11,500.00					.00
TOTAL REVENUES	28,226,914.18	20,334,073.00	7,092,891.18				794,750.00		5,500.00
EXPENDITURES									
1000 INSTRUCTION SUPPORTIVE SERVICES:	16,531,446.61	11,357,548.21	5,173,898.40						.00
2100 STUDENTS	1,246,973.84	997,196.00	249,777.84						.00
2200 INSTRUCTIONAL STAFF	1,007,217.56	530,905.00	476,312.56						.00
2300 GENERAL ADMINISTRATION	967,627.00	644,195.00	303,432.00						.00
2400 SCHOOL ADMINISTRATION	1,318,921.00	1,164,661.00	154,260.00						.00
2500 BUSINESS	313,193.00	277,422.00	35,771.00						.00
2600 OPERATION & MAINTENANCE OF PLANT	4,524,610.84	2,621,193.00	1,236,667.84		456,750.00				.00
2700 UTILITIES	211,718.00	79,322.00	72,487.00						.00
2800 CENTRAL	1,227,631.14	559,746.04	86,732.17						.00
3000 NONINSTRUCTIONAL SERVICES	1,227,631.14	73,900.00	1,028,773.17						6,145.00
4000 SIXTEENTH SECTION									.00
5000 FACILITIES ACQUISITION & CONSTRUCTION	215,000.00				215,000.00				.00
6000 DEBT SERVICES:									
6100 PRINCIPAL INTEREST	899,901.00	147,770.00	115,484.00				494,737.00		.00
6200 ADVANCE REFUNDING ESCROW									.00
6300 OTHER									.00
TOTAL EXPENDITURES	29,710,022.76	19,267,015.95	8,991,564.81		950,560.00		494,737.00		6,145.00
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES									
	(1,483,108.58)	1,067,057.05	(1,898,973.63)	(950,560.00)			300,013.00		(645.00)

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

	LONG BEACH SCHOOL DISTRICT COMBINED BUDGET 2007 FISCAL YEAR				DATE	ORIGINAL AMENDED	FIDUCIARY FUND TYPE
	TOTAL	GENERAL	SPECIAL REVENUE	CAPITAL PROJECTS			
OTHER FINANCING SOURCES (USES)							
6100 PROCEEDS OF GENERAL OBLIGATION BONDS	.00	.00	.00	.00		.00	.00
6150 PROCEEDS OF REFUNDING BONDS	.00	.00	.00	.00		.00	.00
6200 PROCEEDS OF LOANS	.00	.00	.00	.00		.00	.00
6300 RECEIPTS OF CAPITAL LEASES	.00	.00	.00	.00		.00	.00
6400 INSURANCE LOSS RECOVERIES	400,000.00	.00	400,000.00	.00		.00	.00
6500 SALE OF TRANSFERRED EQUIPMENT	.00	.00	.00	.00		.00	.00
6600 OTHER ASSETS	.00	.00	.00	.00		.00	.00
6700 OTHER PROPERTY	.00	.00	.00	.00		.00	.00
6800 MISCELLANEOUS OTHER FINANCING SOURCES	2,917,610.36	2,126,050.36	655,560.00	.00		.00	.00
6900 MISCELLANEOUS OTHER FINANCING USES	2,917,610.36	2,861,103.00	56,507.36	.00		.00	.00
7000 PAYMENT TO REFUNDED BOND ESCROW AGENT	.00	.00	.00	.00		.00	.00
7100 MISCELLANEOUS OTHER FINANCING USES	.00	.00	.00	.00		.00	.00
7200 MISCELLANEOUS OTHER FINANCING USES	.00	.00	.00	.00		.00	.00
TOTAL OTHER FINANCING SOURCES (USES)	400,000.00	(599,052.64)	999,052.64	.00		.00	.00
EXCESS OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(1,083,108.58)	468,004.41	(899,920.99)	(950,560.00)		300,013.00	(645.00)
FUND BALANCES							
JULY 1, 2006							
7100 BEGINNING FUND BALANCE	12,523,080.10	3,319,983.95	1,578,725.86	7,052,446.87		566,127.17	5,796.25
7800 INCREASES DUE TO PRIOR PERIOD ADJUSTMENTS	.00	.00	.00	.00		.00	.00
8100 DECREASES DUE TO PRIOR PERIOD ADJUSTMENTS	.00	.00	.00	.00		.00	.00
RECLASSIFY FUND EQUITY	.00	.00	.00	.00		.00	.00
JULY 1, 2006, AS RESTATED	12,523,080.10	3,319,983.95	1,578,725.86	7,052,446.87		566,127.17	5,796.25
ADJUSTED BEGINNING BALANCE							
7200 INCREASE IN RESERVE FOR INVENTORY	.00	.00	.00	.00		.00	.00
8200 DECREASE IN RESERVE FOR INVENTORY	.00	.00	.00	.00		.00	.00
7300 RESIDUAL EQUITY TRANSFERS IN	.00	.00	.00	.00		.00	.00
8300 RESIDUAL EQUITY TRANSFERS OUT	.00	.00	.00	.00		.00	.00
JUNE 30, 2007 ENDING BALANCE	11,439,971.52	3,787,968.36	678,804.87	6,101,886.87		866,140.17	5,151.25

Considerable discussion was held regarding PE stamped drawings for residential buildings over 10,000 square feet, however, no formal action was taken at this time.

*

*

Alderman Notter made motion seconded by Alderman Holder and unanimously carried directing the Planning Commission to address amendments to the zoning ordinance for pre-existing non-conforming uses and variances related to Hurricane

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Mayor and Board of Aldermen**

Katrina destruction and rebuilding for pre-Katrina property owners based upon their existing "footprints".

The Mayor recognized Mr. Joseph Gauci who requested clarification and a decision on his proposal to construct condominiums, 229 Klondyke Road. Upon discussion, it was determined that action was taken by the Mayor and Board of Aldermen at a regular meeting duly held and convened August 1, 2006, as follows:

"Based upon the determination that numerous residents in the area are opposed to the development of condominiums and the associated club house in the neighborhood, Alderman Notter offered substitute motion seconded by Alderman Bennett to approve the July 27, 2006, Planning Commission minutes with exception to Joseph Gauci's re-application to construct condominiums in a C-2 Zone, 229 Klondyke Road, overruling the Planning Commission action approving said application.

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

<u>Alderman Richard Notter</u>	<u>voted</u>	<u>Aye</u>
<u>Alderman Richard Burton</u>	<u>voted</u>	<u>Aye</u>
<u>Alderman Charles Boggs</u>	<u>voted</u>	<u>Aye</u>
<u>Alderman Richard Bennett</u>	<u>voted</u>	<u>Aye</u>
<u>Alderman Allen D. Holder, Jr.</u>	<u>voted</u>	<u>Nay</u>
<u>Alderman Mark Lishen</u>	<u>voted</u>	<u>Nay</u>
<u>Alderman Joseph McNary</u>	<u>voted</u>	<u>Aye</u>

The question having received the Affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried". [Reference Minute Book 56; Page 8]

* *

Upon further discussion, Alderman Holder made motion seconded by Alderman Lishen to reconsider the application as submitted by Joseph Gauci.

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

Alderman Richard Notter	voted	Nay
Alderman Richard Burton	voted	Nay
Alderman Charles Boggs	voted	Nay
Alderman Richard Bennett	voted	Aye

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Mayor and Board of Aldermen**

Alderman Allen D. Holder, Jr.	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Aye

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

* * *

Upon questioning, Mr. Gauci stated that he has not had the opportunity to speak with surrounding neighbors regarding the project. His intention is to install a swimming pool and turn the existing residential structure into a private clubhouse for condominium owners; there will be a condominium association; units will be two stories, approximately 1300 square feet and sell for \$180,000 to \$220,000. Discussion followed regarding potential commercial development on certain areas of the subject property and the negative input from surrounding residents.

After considerable discussion and debate, Alderman Holder made motion seconded by Alderman Lishen to sustain the action of the Planning Commission at a regular meeting duly held and convened on July 27, 2006, approving the application as submitted by Mr. Gauci.

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

Alderman Richard Notter	voted	Nay
Alderman Charles Boggs	voted	Nay
Alderman Allen D. Holder, Jr.	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Aye
Alderman Richard Burton	voted	Aye
Alderman Richard Bennett	voted	Aye

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

**ORDER APPROVING CONVEYANCE OF TEMPORARY AND
PERMANENT DRAINAGE EASEMENTS TO LONG BEACH WATER
MANAGEMENT DISTRICT**

WHEREAS, the Mayor and Board of Aldermen, having made due investigation, do find as follows:

- a. That the Long Beach Water Management District has requested from the City certain easements for the purpose of constructing, operating, improving and

Minutes of August 15, 2006
Mayor and Board of Aldermen

maintaining Canal No. 2/3, which requested permanent and temporary easements as set forth on Exhibit "A" and "B" attached hereto and incorporated fully herein; and

b. That use of said parcel for such purposes by the Long Beach Water Management District is necessary to protect and improve drainage within the City and particularly, those areas draining into Canal No. 2/3, and to protect persons and property in those areas from flooding; and

c. That those areas covered by the requested permanent easements are vacant, many having been acquired by the City through flood mitigation efforts, and those properties are not expected to be improved or used by the City in the future, except possibly to aid in drainage purposes, which purposes should be better served by the Long Beach Water Management District at no cost to the City, but at great benefit; and

d. That it is in the best interest of the City and necessary for the immediate protection and preservation of the public health and safety that the requested easements be granted to the Long Beach Water Management District for the purpose of constructing, operating, improving and maintaining Canal No. 2/3, and for all purposes and intents as are set forth on Exhibits "A" and "B" hereto.

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

Section 1. That the request of the Long Beach Water Management District for easements as is set forth on Exhibits "A" and "B" hereto, should be and is hereby granted.

Section 2. That the Mayor and City Clerk are hereby authorized and directed, on behalf of the City of Long Beach, to executed and deliver to the Long Beach Water Management District the Permanent Drainage Easement and the Temporary Drainage Easement, copies of which are attached hereto as Exhibits "A" and "B" and incorporated fully in words and figures herein.

Section 3. This Order shall take effect from and after its adoption.

Alderman Notter moved to adopt the foregoing Order, seconded by Alderman Bennett, and the question being put to a roll call vote by the mayor, the result was as follows:

Alderman Richard Burton	voted Aye
Alderman Richard Notter	voted Aye
Alderman Charles A. Boggs	voted Aye
Alderman Richard Bennett	voted Aye
Alderman Allen D. Holder, Jr.	voted Aye
Alderman Joseph McNary	voted Aye
Alderman Mark E. Lishen	voted Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the Order adopted and approved this the 15th day of August, 2006.

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

*

*

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

PERMANENT DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of all of which are hereby acknowledged, CITY OF LONG BEACH, MISSISSIPPI, ("Grantor") does hereby convey unto the LONG BEACH WATER MANAGEMENT DISTRICT, ("Grantee"), its successors and assigns, a non exclusive permanent drainage easement with the right to enter upon the land described in Exhibits "A-1" through "A-6", copies of which are attached hereto and incorporated herein, for the purpose of constructing, operating, improving and maintaining Canal No. 2/3. This easement includes the right to remove trees, brush and debris and to deepen and/or widen said Canal and leave thereon dredge or spoil material and for such other purposes as may be required in connection with improving said Canal, as the Long Beach Water Management District deems necessary or advisable. This easement also includes the right to use the equipment necessary or convenient in connection with the improvements and maintenance thereof, together with all rights and privileges necessary or convenient for the full enjoyment or use for the purpose above described, including the right of ingress and egress to and from said land and the right to cut and keep clear all trees and undergrowth and other obstruction on the land generally described in Exhibits "A-1" through "A-6".

Grantor hereby releases the Long Beach Water Management District from any claims for damage to the real property described in Exhibits "A-1" through "A-6" and further agrees to hold the Long Beach Water Management District harmless for any damage to the land described above by reason of such work. Grantor also acknowledges that it is the responsibility of Grantee to maintain Canal 2/3 after the improvement has been made.

Grantor shall have the right to use said land for any purposes not inconsistent with the right which the Grantee herein may, from time to time, exercise hereunder.

Grantor understands and acknowledges that the improvements to Canal No. 2/3 are being conducted by and under the supervision of the United States Department of Agriculture, Natural Resource Conservation Service, in accordance with the plans and specifications prepared by the said United States Department of Agriculture, Natural Resource Conservation Service.

WITNESS MY SIGNATURE, this the _____ day of _____, 2006

CITY OF LONG BEACH, MISSISSIPPI

BY: _____
ITS: _____

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

08/15/2006 10:02 FAX

0007010

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2006, within my jurisdiction, the within named _____, who acknowledged that he is the _____ of the **City of Long Beach, Mississippi**, a corporate body politic, organized and existing under the laws of the State of Mississippi, and that for and on behalf of the said corporation, as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires: _____

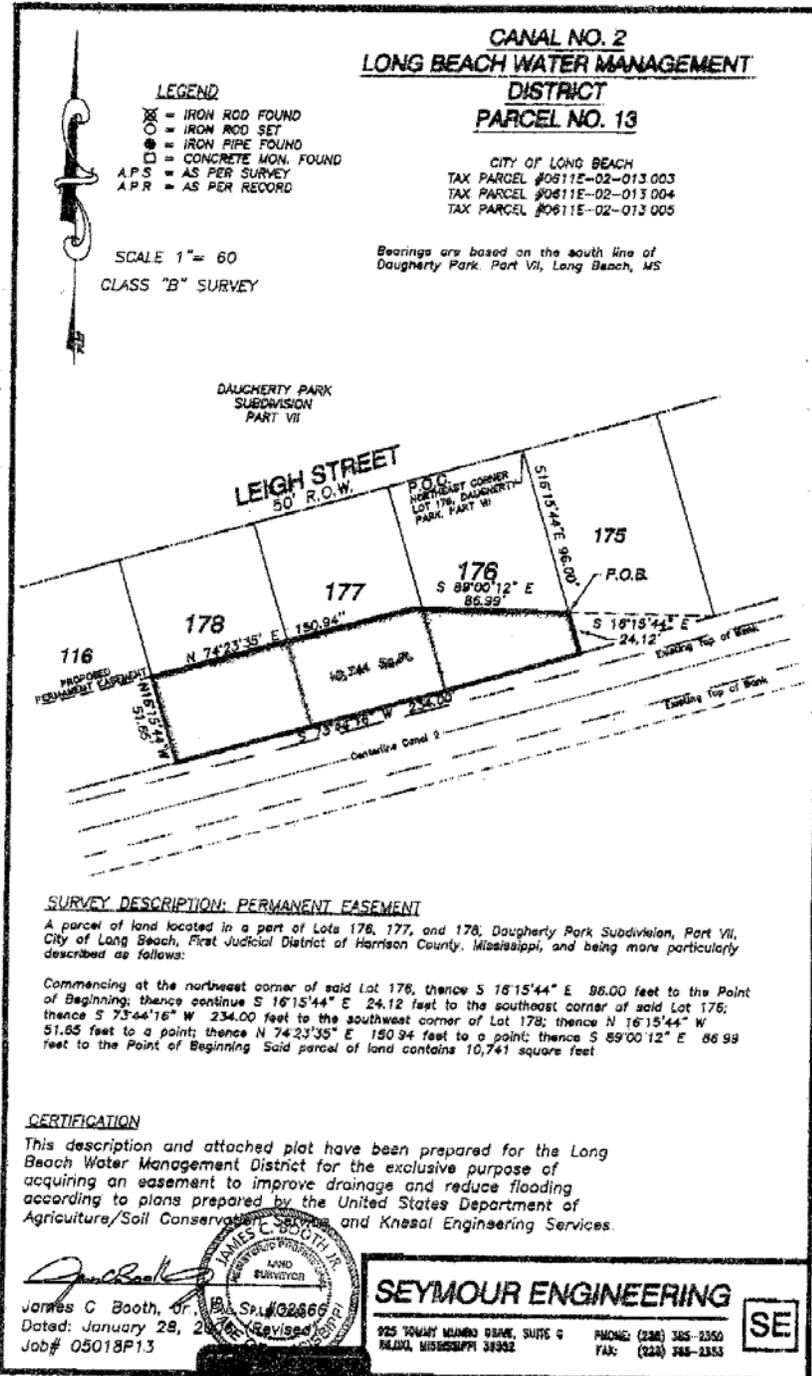
Grantor: _____ ()
Grantee: P.O. Drawer W, Gulfport, MS 39502 (228) 868-1111

DOCUMENT PREPARED BY DUKES, DUKES, KEATING & FANCA, P A , P.O. DRAWER W, GULFPORT, MS 39502 (228) 868-1111

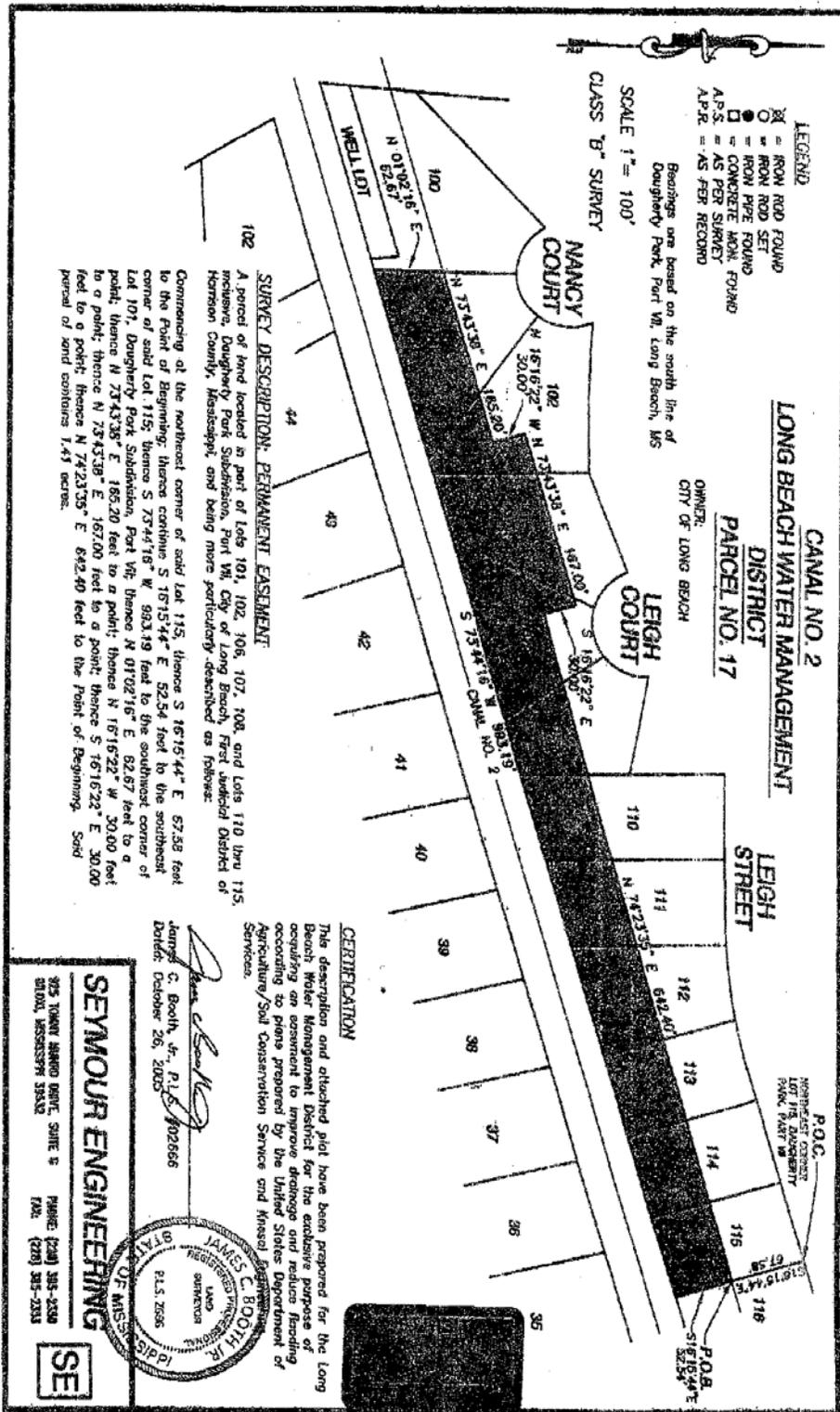
INDEXING:

- 1) Part of Lots 176, 177, and 178, Daugherty Park Subdivision, Part VII;
- 2) Part of Lots 101, 102, 106, 107, 108, 110, 111, 112, 113, 114, and 115, Daugherty Park Subdivision, Part VII;
- 3) Part of Lots 31 and 32, Daugherty Park Subdivision, Part IV;
- 4) NE 1/4 of SW 1/4 of Section 2, Township 8 South, Range 12 West;
- 5) NE 1/4 of SE 1/4 of Section 3, Township 8 South, Range 12 West;
- 6) Part of Lots 84, 85, 92, 93 and 94, Daugherty Park Subdivision, Part VI

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Mayor and Board of Aldermen**



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Minutes of August 15, 2006
 Mayor and Board of Aldermen

LONG BEACH LAND MANAGEMENT

SCALE 1" = 100'
 CLASS "B" SURVEY

Bearing on line on the north line of the
 "A" lot, lot 10, long 100.00 feet, S 89° 59' 54" W, 100.00 feet

SOUTH SUBDIVISION: JAMES C. BROAD, JR. AGREEMENT

A portion of the property is a part of lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DESCRIPTION
 This description and attached plat have been prepared for the Long Beach Water Department Board for the exclusive purpose of recording an agreement to improve drainage and refuse handling resulting to funds prepared by the United States Department of Agriculture/Water Conservation Service and the Long Beach Water Department.

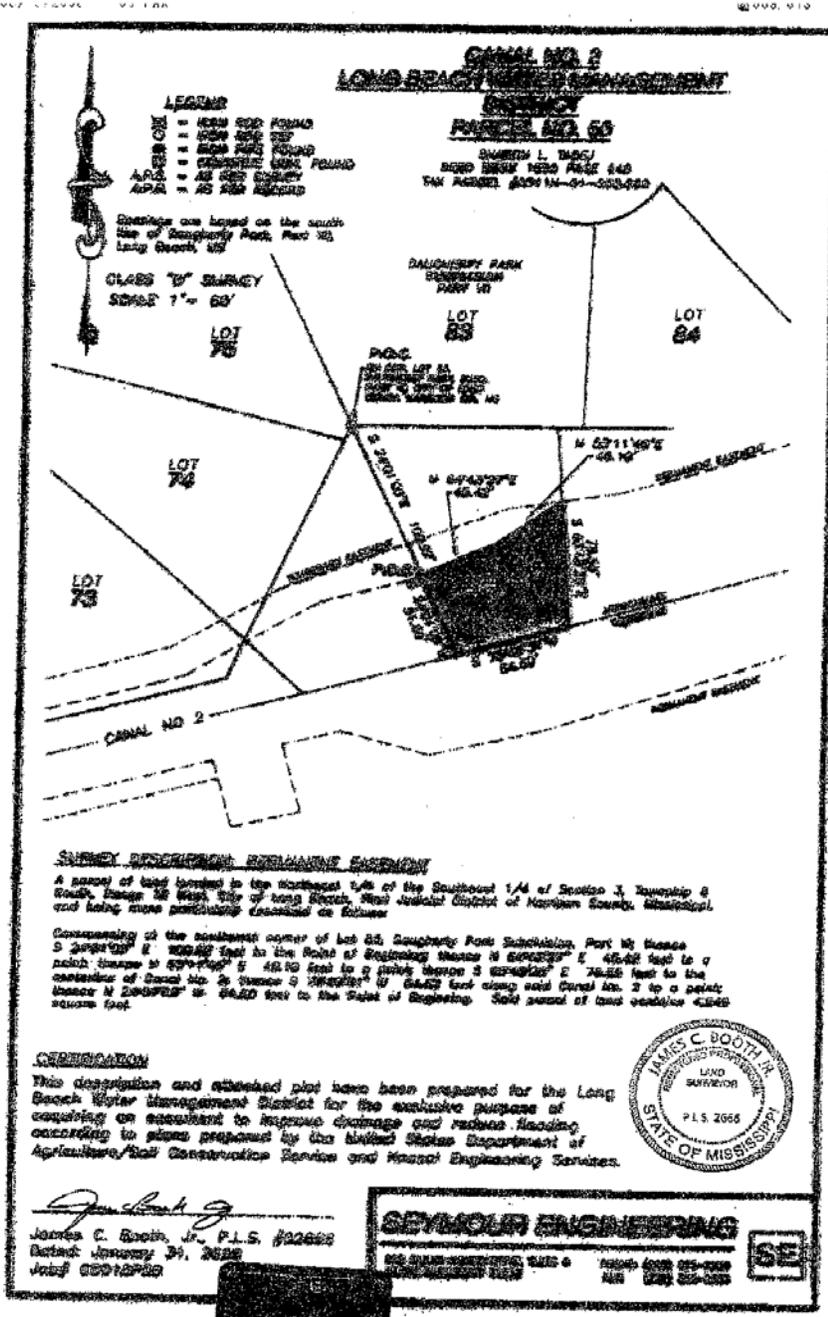
PREPARED BY:
 JAMES C. BROAD, JR., P.L.S.
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 JAMES C. BROAD, JR., P.L.S.
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 JAMES C. BROAD, JR., P.L.S.
 115 FIVE

APPROVED BY:
 JAMES C. BROAD, JR., P.L.S.
 115 FIVE
 JAMES C. BROAD, JR., P.L.S.
 115 FIVE

STATE OF MISSOURI
 JAMES C. BROAD, JR., P.L.S.
 115 FIVE

SEMPER ENGINEERING
 115 FIVE
 115 FIVE

Minutes of August 15, 2006
 Mayor and Board of Aldermen



Minutes of August 15, 2006

Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

TEMPORARY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of all of which are hereby acknowledged, CITY OF LONG BEACH, MISSISSIPPI, ("Grantor"), does hereby convey unto the LONG BEACH WATER MANAGEMENT DISTRICT, ("Grantee"), its successors and assigns, a non exclusive temporary easement with the right to enter upon the land described in Exhibits "A-1" through "A-2", copies of which are attached hereto and incorporated herein, for the purpose of constructing, operating, improving and maintaining Canal No. 2/3. This easement includes the right to remove trees, brush and debris and to deepen and/or widen said Canal and leave thereon dredge or spoil material and for such other purposes as may be required in connection with improving said Canal, as the Long Beach Water Management District deems necessary or advisable. This temporary easement also includes the right to use the equipment necessary or convenient in connection with the improvements and maintenance thereof, together with all rights and privileges necessary or convenient for the full enjoyment or use for the purpose above described, including the right of ingress and egress to and from said land and the right to cut and keep clear all trees and undergrowth and other obstruction on the land generally described in Exhibits 'A-1' through "A-2"

This non exclusive temporary easement will remain in full force and effect until completion and acceptance of the Canal modification work by the Long Beach Water Management District, or for a period of five (5) years from the date of execution of this Temporary Easement, whichever date is sooner.

Grantor hereby releases the Long Beach Water Management District from any claims for damage to the real property described in Exhibits "A-1" through "A-2" and further agrees to hold the Long Beach Water Management District harmless for any damage to the land described above by reason of such work.

Grantor shall have the right to use said land for any purposes not inconsistent with the right which the Grantee herein may, from time to time, exercise hereunder.

Grantor understands and acknowledges that the improvements to Canal No. 2/3 are being conducted by and under the supervision of the United States Department of Agriculture, Natural Resource Conservation Service, in accordance with the plans and specifications prepared by the said United States Department of Agriculture, Natural Resource Conservation Service.

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

WITNESS MY SIGNATURE, this the ____ day of _____, 2006

CITY OF LONG BEACH, MISSISSIPPI

BY: _____
TIS: _____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2006, within my jurisdiction, the within named _____ who acknowledged that he is the _____ of the City of Long Beach, Mississippi, a corporate body politic, organized and existing under the laws of the State of Mississippi, and that for and on behalf of the said corporation, as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do

Notary Public

My Commission Expires: _____

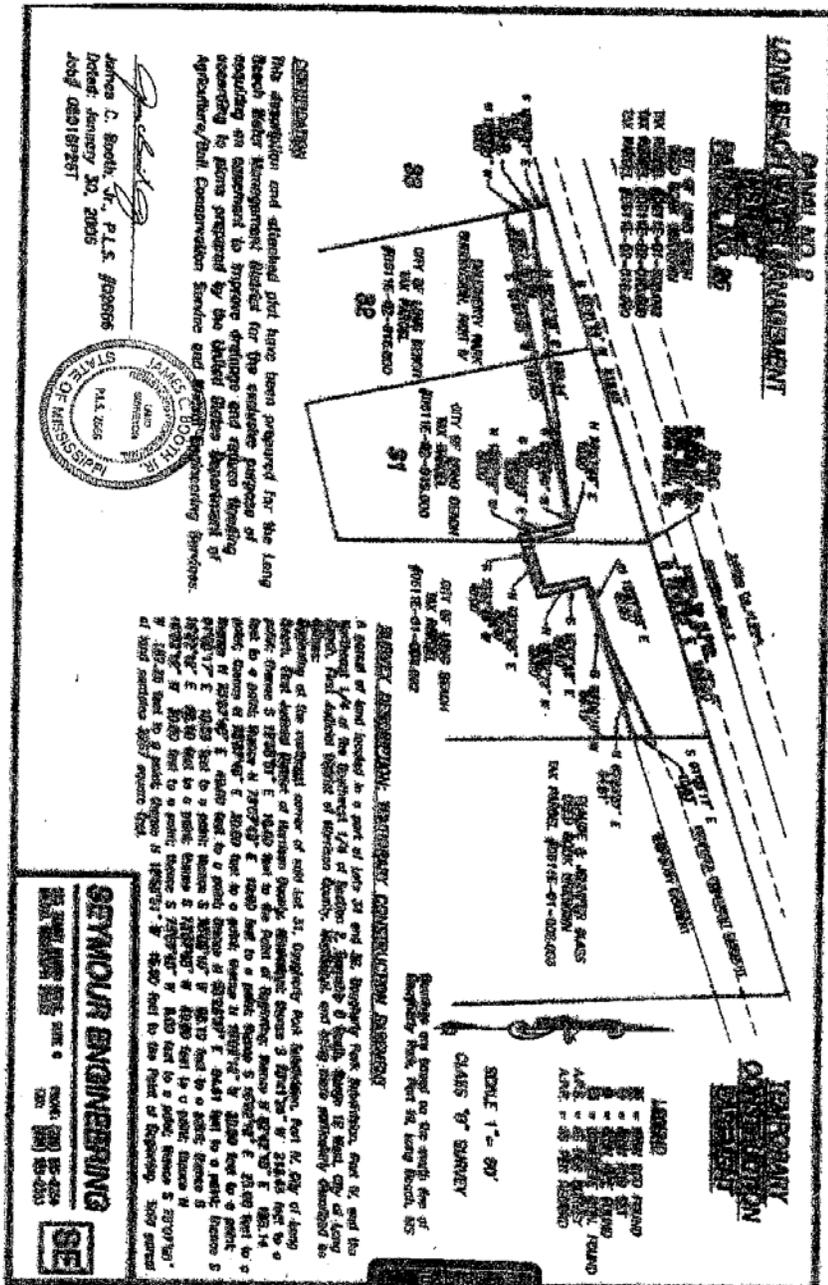
Grantor: _____ (_____) _____
Grantee: P.O. Drawer W, Gulfport, MS 39502 (228) 868-1111

DOCUMENT PREPARED BY DUKES, DUKES, KEATING & FANECA, P A , P O. DRAWER W, GULFPORT, MS 39502 (228) 868-1111

INDEXING:

- 1) Part of Lots 31 and 32, Daugherty Park Subdivision, Part VI;
- 2) NE 1/4 of SW 1/4 of Section 2, Township 8 South, Range 12 West;
- 3) NE 1/4 of SE 1/4 of Section 3, Township 8 South, Range 12 West

Minutes of August 15, 2006
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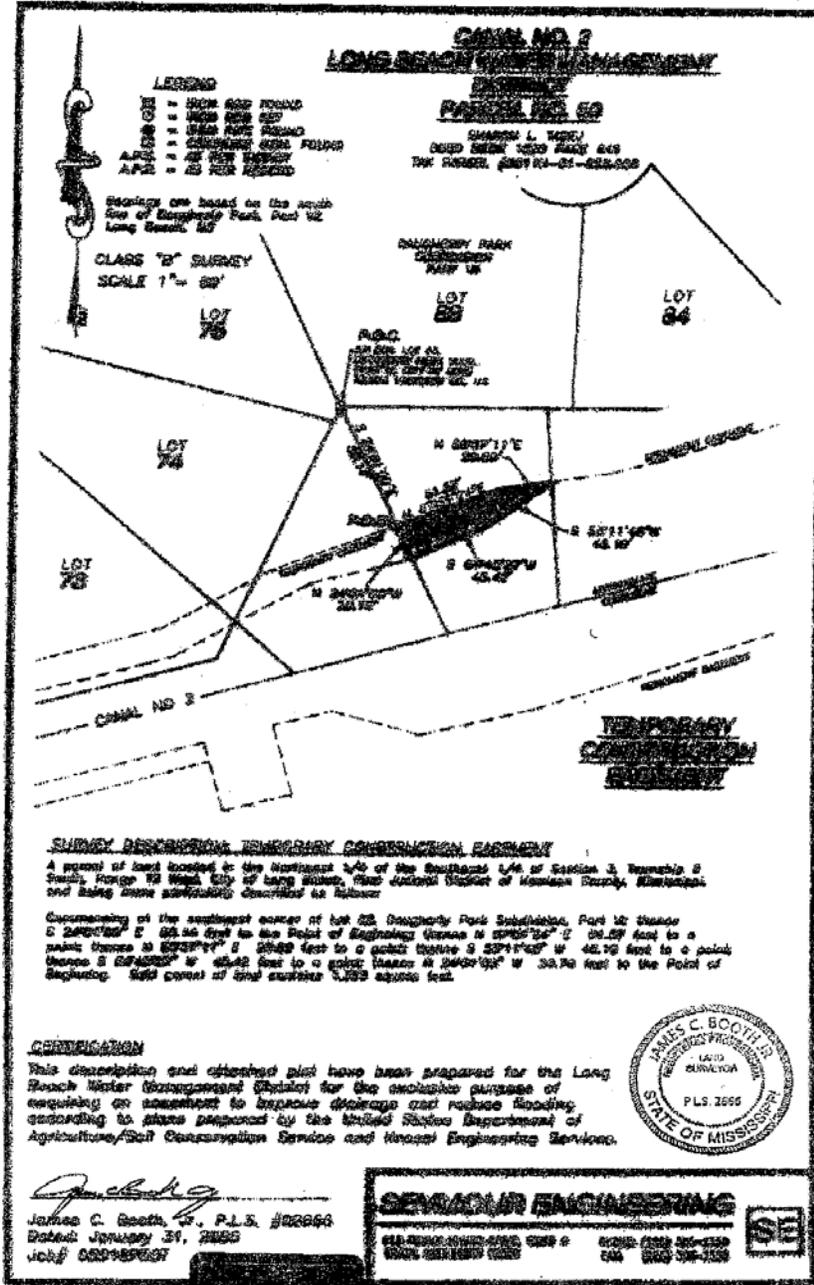
James C. Booth, Jr., P.L.S. #102806
 Dates: January 30, 2005
 Job# 060187261



SEYMOUR ENGINEERING
 1001 W. 10th St. Suite 100
 St. Louis, MO 63104
 Tel: (314) 433-4333
 Fax: (314) 433-4333
 www.seymour-engineering.com

Minutes of August 15, 2006 Mayor and Board of Aldermen

08/15/2006 11:13 AM



Discussion was held regarding Roberts' Rules of Order and limiting debate on certain issues by motion and second to "call for the question" without a 2/3 majority vote, preventing some members from participating in discussion and debate.

After considerable discussion, the Clerk was directed to review the minutes from the first meeting of this term to determine if this administration officially adopted Roberts' Rules of Order and if not, Roberts' Rules of Order could be considered for adoption or some sort of consensus could be reached to limit debate to approximately

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four minutes. The matter was taken under advisement for further consideration at the next regular meeting.

Alderman McNary reported on numerous complaints from constituents regarding loud music. No formal action was required or taken, however, the matter was directed to the Police Department for resolution.

Alderman Notter made motion seconded by Alderman Boggs as follows:

- To offer an incentive for reconstruction by reconsidering and approving a 50% reduction in building permit fees for homeowners having a previously permitted R-1 Single Family Residential building, destroyed to a specific degree by natural or other disasters;
- Directing the City Attorney to draft an ordinance to allow for such reduction for a limited time period.

* * * * *

Upon discussion, it was determined that the City was awarded a grant in the amount of \$153,418 from the Mississippi Development Authority for Katrina Supplemental Public Facilities Code Enforcement; all revenues collected in the building permit office are general fund revenues, utilized to support city-wide services.

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

Alderman Richard Notter	voted	Aye
Alderman Richard Burton	voted	Aye
Alderman Charles Boggs	voted	Aye
Alderman Richard Bennett	voted	Nay
Alderman Allen D. Holder, Jr.	voted	Nay
Alderman Mark Lishen	voted	Nay
Alderman Joseph McNary	voted	Nay

The question having received the NEGATIVE vote of a majority of the Aldermen present and voting, the Mayor declared the motion NOT CARRIED.

Due to the destruction of approximately 800 single-family residences in addition to apartment complexes south of the CSX Railroad, Alderman Notter made motion seconded by Alderman Boggs to negotiate a reduction in the contractual fees charged by Operations Technologies, Inc.

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

Alderman Richard Notter	voted	Aye
Alderman Richard Burton	voted	Aye
Alderman Charles Boggs	voted	Nay
Alderman Richard Bennett	voted	Nay
Alderman Allen D. Holder, Jr.	voted	Nay
Alderman Mark Lishen	voted	Nay
Alderman Joseph McNary	voted	Nay

The question having received the NEGATIVE vote of a majority of the Aldermen present and voting, the Mayor declared the motion NOT CARRIED.

Discussion was held regarding a complaint to “vacate a portion of the map or plat English Village Subdivision” filed by Jocelyn Turnbough, English Village Drive. After considerable discussion, it was determined that Alderman Burton will meet with Ms. Turbough regarding the complaint.

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

**Minutes of August 15, 2006
Mayor and Board of Aldermen**

APPROVED:

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

Alderman Charles A. Boggs, Ward 1

Alderman Richard Notter, Ward 2

Alderman Richard Burton, Ward 3

Alderman Joseph McNary, Ward 4

Alderman Mark Lishen, Ward 5

Alderman Richard Bennett, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruff, City Clerk