

Minutes of September 5, 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 Tuesday the 5th day of September, 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., Richard Notter, Richard Burton, Joseph McNary, Mark Lishen, Richard Bennett, City Clerk Rebecca E. Schruuff, and City Attorney Frank R. McCreary, III.

Alderman Charles Boggs 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 to consider the fiscal year 2006-2007 municipal budget was called to order.

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on August 15, 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 Holder and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

PROOF OF PUBLICATION

SEE PG. 2

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Ashley Beardfield 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., 300 dated 5 day of August, 20 06
- 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 on:
October 15, 2007

Ashley Beard
Clerk

Sworn to and subscribed before me this 7 day of

AUGUST, A.D., 20 06

Karen Shook
Notary Public

Printer's Fee \$ _____

Furnishing proof of publication \$ _____

TOTAL..... \$ _____

NOTICE OF PUBLIC HEARING

A public hearing will be held on
Tuesday, September 5, 2006,
at 5:30 p.m.

to provide the general public
with an opportunity to
comment on the taxing and
spending plan incorporated in
the proposed budget of the
City of Long Beach, Mississippi,
for the fiscal year beginning
October 1, 2006 and ending
September 30, 2007.

The hearing will be held in the
Long Beach School District
Central Office,
19148 Commission Road,
Long Beach, Mississippi.

All interested citizens are encouraged
to attend and comment.

E3, adv 5, 1x

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The Mayor opened the floor for public comments and questions regarding the proposed fiscal year 2006-2007 municipal budget and no one came forward to speak.

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After considerable discussion, Alderman Notter made motion seconded by Alderman Holder and unanimously carried to schedule a work session Wednesday, September 6, 2006, at 5:30 p.m., Long Beach School District Central Office, 19148

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Mayor and Board of Aldermen

Commission Road, to further discuss the proposed fiscal year 2006-2007 budget with City Department Heads.

* * *

Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to close the public hearing. It was determined that tonight's meeting would be recessed to Wednesday, September 13, 2006, at 5:30 p.m. to officially adopt the fiscal year 2006-2007 budget and levy the school and city tax millage.

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 first Tuesday in September, 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., Richard Notter, Richard Burton, Joseph McNary, Mark Lishen, Richard Bennett, City Clerk Rebecca E. Schruuff and City Attorney Frank R. McCreary, III.

Alderman Charles Boggs absent the meeting.

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

The meeting was called to order and the Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on August 1, 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, Advertisement for Bids, "HURRICANE KATRINA RECOVERY-LONG BEACH POLICE STATION BUILDING", as evidenced by the Publisher's Proof of Publication.

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

Minutes of September 5, 2006
 Mayor and Board of Aldermen

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS
 City of Long Beach, Mississippi
 The City of Long Beach, Mississippi, will receive bids for: HURRICANE KATRINA RECOVERY - LONG BEACH POLICE STATION BUILDING
 at the Office of the City Clerk, Temporary City Hall, on Klondyke Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road, at 5:30 P.M. on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen, at 5:30 P.M., September 5, 2006.
 Bids are invited for the design, manufacture and erection of a pre-engineered metal building for the police department in Long Beach, Mississippi. Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi. Plans and Specifications may be obtained at the office of Capital Engineering, Inc., 6933 Indianapolis Blvd., Hammond, Indiana, 46324. Contact Lou Traina, 219-844-1984, email: ltraina@capitaleng.com.
 A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach - HURRICANE KATRINA RECOVERY - LONG BEACH POLICE STATION BUILDING, shall be submitted with each bid.
 For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "bid does not exceed \$50,000."
 The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalties in the bidding.
 Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.
 Done by order of the Mayor and Board of Aldermen, August 1, 2006.
 City of Long Beach, Mississippi
 By S/REBECCA SCHRUFF
 Title CITY CLERK
 D-24, add 4, 11, 2006
 1076855

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Ashley Beard 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. 305 dated 4 day of AUGUST, 2006
- Vol. 122 No. 312 dated 11 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 15, 2007

Ashley Beard
 Clerk

Sworn to and subscribed before me this 11 day of AUGUST, A.D., 2006

Karen Shook
 Notary Public

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

The Clerk further reported that three (3) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

J. Levens Builders, Inc.
 5104 A Avenue
 Long Beach, MS 39560
 Bid Amount: \$600,311.00

Interstate Restoration Group, Inc.
 5700 Stratum Drive
 Forth Worth, TX 76137-2725
 Bid Amount: \$546,551.00

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Mayor and Board of Aldermen

Lester Chandler Contractor, Inc.
2739 Highway 11 North
Laurel, MS 39443
Bid Amount: \$742,900.00

Upon discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to take the aforementioned bids under advisement for review and tabulation by the City Engineer with a recommendation at the next regular meeting, September 19, 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 August 1, 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, Advertisement for Bids, "KATRINA REPAIRS-PHASE I LONG BEACH SMALLCRAFT HARBOR", as evidenced by the Publisher's Proof of Publication.

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

Minutes of September 5, 2006
 Mayor and Board of Aldermen

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS
 City of Long Beach, Mississippi
 The City of Long Beach, Mississippi, will receive bids for: HURRICANE KATRINA REPAIRS - PHASE 1 - LONG BEACH - SMALL-CRAFT HARBOR
 at the Office of the City Clerk, Temporary City Hall on Klondyke Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid sale, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 P.M. on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M., September 5, 2006.
 Bids are invited for the furnishing of materials and labor to perform various items of construction and repair within Long Beach Small-Craft Harbor to restore Piers Number 1 and Number 5 to service. The project includes demolition of damaged pier components, new pier construction, electrical work, and water supply piping to service the berths provided.
 Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi. Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$50.00 fee, non-refundable. A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond, executed by the Bidder, and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, HURRICANE KATRINA REPAIRS - PHASE 1 - LONG BEACH - SMALL-CRAFT HARBOR, shall be submitted with each bid.
 For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."
 The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informatics in the bidding.
 Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.
 Done by order of the Mayor and Board of Aldermen, August 1, 2006.
 City of Long Beach, Mississippi
 By S/REBECCA SCHRUFF
 Title CITY CLERK
 D-83.adv4.11.2ff 1076846

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., 305 dated 4 day of AUGUST, 2006
- Vol. 122 No., 312 dated 11 day of AUGUST, 2006
- Vol. _____ No., _____ dated _____ day of _____, 20____
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- 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 15, 2007
 Clerk Ashley Bearfield

Sworn to and subscribed before me this 11 day of AUGUST, A.D., 2006

Karen Shook
 Notary Public

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

The Clerk further reported that four (4) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

Vice Construction Company, Inc.
 9712 Highway 63
 Moss Point, MS 39562
 Bid Amount: \$666,502.00

Gill's Crane and Dozer Service, Inc.
 116 Marlin Drive
 Slidell, LA 70461
 Bid Amount: \$783,927.00

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Twin L Construction Company, Inc.
8292 Firetower Road
Pass Christian, MS 39571
Bid Amount: \$696,577.21

Necaise Brothers Construction Company, Inc.
21040 Coastal Parkway
Gulfport, MS 39503
Bid Amount: \$759,005.91

Upon discussion, Alderman McNary made motion seconded by Alderman Holder and unanimously carried to take the aforementioned bids under advisement for review and tabulation by the City Engineer with a recommendation at the next regular meeting, September 19, 2006.

Based upon the recommendation of the review committee, Alderman McNary made motion seconded by Alderman Holder and unanimously carried to award the contract for engineering services, Design of Fire Station #2, to Capital Engineering, 6933 6933 Indianapolis Boulevard, Hammond, IN, 46324.

Based upon the recommendation of the review committee, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to award the contract for engineering services, Design Harbormaster Building, to Simpkins and Costeelli, Inc., Consulting Engineers, 401 32 ½ Street, Gulfport, MS, 39507.

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

Minutes of September 5, 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 29, 2006

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

Re: **Authorize Bids – City Hall Windows**

Gentlemen:

Capital Engineering has completed specifications and bid documents for a separate contract to furnish and install replacement windows in the Main City Hall Building. This is generally in conformance with the approved FEMA Project Worksheet, except that the bids include a modification to the construction of the windows as a Hazard Mitigation Measure. I am advised by Eddie Bigelow that this mitigation measure has been verbally approved, but written confirmation has not yet arrived. I suggest that the bids be taken, but that the Award of Contract be withheld until this written confirmation is in hand.

If the Board is ready to proceed with this project, I suggest the following bidding schedule:

Authorize Bids:	September 5, 2006
First Advertisement:	September 11, 2006
Second Advertisement:	September 18, 2006
Receive Bids:	October 17, 2006

As usual, we will place the advertisement with the newspaper upon your direction.

Sincerely,

John Campton, P.E.

JC:lt:K308

cc: Lou Traina, Capital

O:\K308 Bldgs\K308B - City Hall\Bid Sched City Hall Windows 082906.doc

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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 29, 2006



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

Re: **Authorize Bids – Library Roof, Library Windows, and Library Elevator**

Gentlemen:

Capital Engineering has completed specifications and bid documents for three more contracts for repairs at the Long Beach Library, as follows:

1. Furnishing and installation of replacement windows and exterior doors
2. Replacement of the building roof
3. Replacement of the elevator with an ADA-Compliant lift

The first two items are in conformance with the approved FEMA Project Worksheet. The Worksheet provides for the repair of the existing elevator, but further investigation revealed more damage than was originally apparent, and FEMA is now working on a modification of the Worksheet to allow the replacement of the elevator. Per FEMA policy, once replacement is justified, then the elevator can also be upgraded to an ADA-compliant model, which will be an improvement over the original inadequate elevator. Award of a contract for the elevator replacement should not be made until the revised Project Worksheet is fully approved by FEMA.

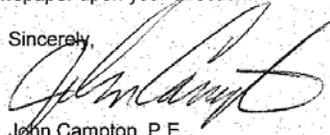
As previously discussed, it was not my personal preference to divide the repair work up into so many separate contracts, but this is the preference of Capital Engineering and Mittal Steel, who is providing management of the contracts, and I yield to their judgement.

If the Board is ready to proceed with these projects, I suggest the following bidding schedule:

Authorize Bids:	September 5, 2006
First Advertisement:	September 11, 2006
Second Advertisement:	September 18, 2006
Receive Bids:	October 17, 2006

As usual, we will place the advertisements to the newspaper upon your direction.

Sincerely,


John Campton, P.E.

JC:tk308

cc: Lou Traina, Capital

O:\K308 Bldgs\K308C - Library\Bid Sched Library 082906.doc

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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 29, 2006

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

Re: **Authorize Bids – Police Station Foundation**

Gentlemen:

Capital Engineering has completed specifications and bid documents for a separate contract to construct the concrete foundation and related minor sitework for the new Police Department Headquarters Building. This is in conformance with the approved FEMA Project Worksheet.

If the Board is ready to proceed with this project, I suggest the following bidding schedule:

Authorize Bids:	September 5, 2006
First Advertisement:	September 11, 2006
Second Advertisement:	September 18, 2006
Receive Bids:	October 17, 2006

As usual, we will place the advertisement with the newspaper upon your direction.

Sincerely,

John Campton, P.E

JC:lt:K308

cc: Lou Traina, Capital

Minutes of September 5, 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 30, 2006

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

**RE: Bid Schedule:
Phase 2 Katrina Water & Sewer Replacement**

Gentlemen:

We are pleased to present herewith construction plans and bid documents for the second contract to make permanent repairs to the City's water and sewer infrastructure. These contracts will replace the water and sewer mains from Girard Avenue to the western City limits, along Highway 90. It also includes the replacement of water and sewer mains north along each intersecting street, to the first manhole north of U.S. Highway 90. Plans are also underway for further contracts to replace the remaining sewers along Highway 90.

If the City is ready to proceed with this contract at this time, the following bidding schedule is suggested:

Authorize Advertisement:	September 5, 2006
First Advertisement:	September 11, 2006
Second Advertisement:	September 18, 2006
Receive Bids:	October 17, 2006

Sincerely,

David Ball, P.E.

DB:1770-2

Based upon the recommendation of Mr. Campton, Alderman Bennett made motion seconded by Alderman Holder and unanimously carried authorizing advertisement for bids as set forth above.

The Mayor recognized Al Synowiez, VFW, Eddie Blake Memorial Post #3937, to present employee of the month awards for the month of July and August, 2006, as follows:

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Police Department

Patrol Officer Patrick Craig
Patrol Officer Kenneth Lassabe

Fire Department

Lt. G. O. Fennell
Lt. Van Seal

OPTECH

Clay Cumberland
Ron Jamison

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to suspend the rules and amend the Municipal Docket, as follows:

Remove Item XI.9. NEW BUSINESS; Payment of Police Force for Valley Responds Fund Raiser-Alderman Notter;

Add Item IX.2.e. DEPARTMENTAL BUSINESS; CIVIL DEFENSE-HURRICANE KATRINA; Emergency Aid to Local Governments (LEAP) Grant;

Add Item XI.12 NEW BUSINESS; Comments from Alderman McNary.

Alderman McNary made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated August 15, 2006, as submitted.

Alderman McNary made motion seconded by Alderman Holder and unanimously carried to approve the August 24, 2006, Planning Commission minutes with exception to action taken, as follows:

Minutes of September 5, 2006
Mayor and Board of Aldermen

MINUTES OF AUGUST 24, 2006
LONG BEACH PLANNING COMMISSION

After much discussion pertaining to storage of boats, and recreational vehicles in a commercial zone, Commissioner Reed made motion seconded by Commissioner Yandell to add to the Chart of Uses of the City of Long Beach Zoning Ordinance 344 **BOAT STORAGE - NON SALVAGE**, allowed with board approval in a C-2 zone and not allowed in any other zone, per Section 612 2 SCHEDULE OF USES "For any uses not specifically listed the Planning Commission shall make a determination of the district in which such use shall be permitted based upon its similarity in nature and character to uses that are listed on the following chart."

Mr. Poillion came forward to make his request to reopen his boat storage business which was in conjunction with a Yacht Brokerage. Mr. Poillion stated he has been in business in Long Beach for 60 years.

Commissioner Reed made motion seconded by Commissioner Sweetapple and unanimously carried to approve Mr. Poillion's boat storage business as requested.

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Upon further discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the boat storage business in a Commercial C-2 Zone, Kerr Street (306 East Beach Boulevard), as requested by A. P. Poillion for his property only, overruling and denying the addition of **BOAT STORAGE - NON SALVAGE**, to the Chart of Uses, City of Long Beach Zoning Ordinance 344.

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Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to approve the August 17, 2006, Port Commission minutes, as submitted.

Alderman Bennett made motion seconded by Alderman Holder and unanimously carried to approve payment of invoices as listed in Docket of Claims number 090506.

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

Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to adopt Fire and Police Department overtime policies, as follows:

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Mayor and Board of Aldermen

Compensation Plan
Section 1F
Page F13-06

Overtime Policy

Overtime shall be assigned by the Battalion Chief or the Shift Officer in charge with the approval of a Deputy Chief to meet essential operating needs. The Battalion Chief or OIC is expected to seek advance approval (**see exception**) for overtime work. Overtime hours are to be reported at the time of reporting other hours in a worked reporting period.

Exception: Emergency operation without prior notification; i.e., fire, hazard material operation etc.

Definition:

Overtime: Overtime is time worked that exceeds the hours of a full time employee's regular schedule per week. (Shift Work = 53 hrs per week, Admin work = 40 hrs per week)

Administration Personnel: Overtime is time worked that exceeds 40 hours on pay status in a workweek or 160 hours in a 28 consecutive day work period. Pay status includes time worked and paid leave such as vacation leave, holidays, military leave, compensatory time, administrative leave with pay etc.

Shift Personnel: Overtime is time worked that exceeds 53 hours on pay status in a workweek or 212 hours in a 28 consecutive day work period. Pay status includes time worked and paid leave such as vacation leave, holidays, military leave, compensatory time, administrative leave with pay etc.

Compensation for Overtime:

Employees shall be compensated at the rate of 1-1/2 times the regular rate of pay for hours worked which exceed 40 hours for administration personnel and 53 hours for shift personnel.

Compensation Option:

In accordance with the following sections, overtime shall be compensated at the appropriate rate either by pay or by compensatory time off.

Compensatory time off must be approved by the Chief or Deputy Chief. Compensatory shall be at the rate of 1-1/2 the time worked. **No more than 200 hours of compensatory time shall be accrued.** Personnel must also be permitted to use the compensatory time within a reasonable period after making a request if the use of the compensatory time does not unduly disrupt the operations of the shift and/or the department.

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Mayor and Board of Aldermen

 L.B.P.D. GENERAL ORDER	DATE OF ISSUE 1 AUGUST 06	EFFECTIVE DATE 1 AUGUST 06	NO. 06-02
SUBJECT: OVERTIME	DISTRIBU- TION	RESCINDS:	

I. PURPOSE

This order establishes a policy for compensating employees for overtime hours worked which complies with the provisions of the Fair Labor Standards Act (FLSA).

II. POLICY

The authorization and control of all overtime work is the responsibility of the Chief of Police. The Chief of police and the Deputy Chief of Police have the discretion to grant overtime pay or compensatory leave to eligible employees for all overtime hours worked, however, the form of overtime compensation selected must be consistently applied to all eligible employees. Overtime assignments are permitted when required by operational necessity and without which the normal functioning of the agency concerned would be adversely affected

III. DEFINITIONS

For purposes of this order, the following definitions will apply:

- A. Exempt employees - are defined as employees who are excluded from the overtime provisions of the FLSA.
- B. Non-exempt employees - are defined as employees who are eligible for overtime compensation according to the provisions of the FLSA.
- C. Overtime hours - are defined as the total hours worked including any paid leave or paid holiday which exceed the FLSA.
- D. Compensatory hours - are defined as leave which is earned at time and one half for all hours worked in excess of the FLSA limit by non-exempt employees.
- E. Overtime pay - is defined as the payment received at time and one half for all hours worked in excess of the FLSA limit by non-exempt employees.
- F. Work period - is defined as a regular work cycle for twenty-eight consecutive days.
- G. Workweek - is defined as an established schedule for seven consecutive days.

IV. PROCEDURES

- A. All non-exempt employees on the twenty-eight day work cycle will be compensated by

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overtime pay or compensatory hours for all time worked in excess of 171 hours. The type of compensation is at the discretion of the employee unless specifically addressed prior to the employee working the hours.

- B. All non-exempt employees on the seven day work week will be compensated by overtime pay or compensatory hours for all time worked in excess of 40 hours. The type of compensation is at the discretion of the employee unless specifically addressed prior to the employee working the hours.

Harley Schinker
Chief of Police

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

Minutes of September 5, 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 15, 2006

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

Re: **Final Acceptance – “Electrical Rehabilitation – City Hall & Annex”**

Gentlemen:

This is to advise and certify that the above referenced project has been satisfactorily completed in substantial conformance with the project requirements. There were a few minor issues which were called to the Contractor's attention on June 29, but these have been handled.

I hereby recommend final settlement with Krol Electric for this project, in accordance with the enclosed invoice. I intended to forward this invoice earlier, but apparently it dropped through the cracks. I apologize to the Contractor for my oversight.

Sincerely,

John Campton, P E

JC:jt:K308
Enclosure

cc: Roger Glennon

Minutes of September 5, 2006
 Mayor and Board of Aldermen

08/15/2006 14:09 FAX 2288320608

KROL ELECTRIC INC

002/002

Krol Electric, Inc.
 12090 New Orleans Avenue
 Gulfport, MS 39503 Phone# 832-9911
 Fax# 832-0608,

Invoice

Date	Invoice #
6/26/2006	9005

Bill To
Gardner Russel & Associates, Inc 520-33rd. Street Gulfport Ms. 39502 Attn: John Campton

P.O. No	Terms	Project
00000571-00		

Quantity	Description	Rate	Amount
	Now 100% complete for City of Long Beach, "Electrical Rehabilitation - City Hall & Annex", as per bid of 4-13-06.	47,675.00	47,675.00
	MS Sales Tax	7.00%	0.00
		Total	\$47,675.00

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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

City Hall
ELECT

GR	
JC	JL
JO	
DR	
SB	ES
F	

MEMORANDUM

Date: 06/29/06
To: Al Krol
From: John Campton
Re: Long Beach City Hall / City Hall Annex Contract

I will process your invoice for inclusion on the next docket which will be approved on July 18.

I asked Frank Palazzolo to check the project, and he reported a few minor things. Please check on these and report:

1. Inside HVAC unit not hooked up in City Hall. (Jason Ladner may have this done now).
2. Light fixture in Mayor's bathroom does not work.
3. One floor outlet in Mayor's Office not hooked up. If the outlet can't be salvaged, specs require a pole. If this is necessary, please get with me about the location.
4. Vent fan in back men's room in Annex not hooked up.

Based upon the recommendation of Mr. Campton, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve payment in the amount of \$46,675.00 to Krol Electric, Inc., as set forth above.

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

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FAX (228) 863-5232



August 18, 2006

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

Re: **Final Acceptance –
Mold Remediation – Main Library**

Gentlemen:

This is to advise and certify that the above referenced project has been satisfactorily completed in substantial conformance with the project requirements. This is supported by laboratory tests which were provided at the expense of the contractor.

We therefore recommend final settlement with this contractor, per the attached invoice

Sincerely,

John Campton, P.E.

JC:it:K308
Enclosure

cc: Roger Glennon

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City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560	City of Long Beach Mold Remediation, Library	Date 8/8/2006	Invoice No. 1202632						
		 SERVPRO of Pearl River/Hancock/SW Harrison Co./Hattiesburg 106 Redus Street Hattiesburg, MS 39401 FEIN 82-0583641							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">JOB DATE</th> <th style="width: 25%;">REP</th> <th style="width: 25%;">SOURCE</th> </tr> </thead> <tbody> <tr> <td>7/21/2006</td> <td></td> <td></td> </tr> </tbody> </table>			JOB DATE	REP	SOURCE	7/21/2006			Services
JOB DATE	REP	SOURCE							
7/21/2006									
Commercial mold remediation			38,700.00						
<small>Qualifying Statements: The customer acknowledges that permanently discolored, faded and/or bleached areas on carpet, upholstery, drapery or other types of material sometimes make it impossible to restore the original color or condition. Spot Removal is not guaranteed. PLEASE SEE THE ADDITIONAL TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE.</small>			TOTAL \$38,700.00						

I have read the Terms and Conditions of Service on the reverse side hereof and agree to same.

(X) _____
Authorized Signature

I hereby acknowledge the satisfactory completion of the above-described work.

(X) _____
Customer Signature

I No One Home

29502 05/02 Office - Original Invoice Yellow - Billing Copy Green - Reporting Copy Pink - Customer Copy 2nd White - Trainer Back Sheet - Recall File

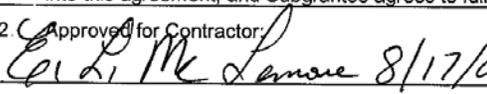
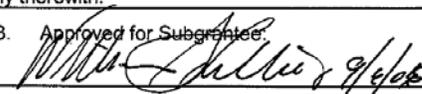
TERMS OF PAYMENT: Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month whichever is lesser on accounts over 30 days past due

Thank you for choosing SERVPRO!

Based upon the recommendation of Mr. Campton, Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to approve payment in the amount of \$38,700.00 to Coastal Restoration, Inc. dba Servpro, as set forth above.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the grant agreement, 2006 Community Development Block Grant, Katrina Supplemental Funds Code Enforcement, authorizing the Mayor to execute same, as follows:

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MISSISSIPPI DEVELOPMENT AUTHORITY SUBGRANT SIGNATURE SHEET 501 North West Street, 5 th Floor (zip: 39201) • Post Office Box 849 (zip: 39205) Jackson, Mississippi									
1. Subgrantee's Name, Address, and Telephone Number City of Long Beach 201 Jeff Davis Avenue Post Office Box 929 Long Beach, Mississippi 39560-0929 Phone: 228-863-1556	2. Effective Date: July 11, 2006 3. Subgrant Number: 009-I 4. Grant Identifier: (Funding Source & Year): R101-06 5. Beginning and Ending Dates: July 14, 2006 to July 13, 2007 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Current Needs <input type="checkbox"/> Fixed Unit or Performance Based								
7. Page 1 of 18									
8. Project Description: The project will provide funds to expand the code enforcement/building inspector department. These officers will inspect the new construction and remodeling taking place as a result of the destruction caused by Hurricane Katrina.	9. National Objective: <input type="checkbox"/> Low/Moderate Income <input type="checkbox"/> Slums or Blight <input checked="" type="checkbox"/> Urgent Needs 10. The following funds are obligated: <table style="width: 100%; border: none;"> <tr> <td style="text-align: left;">Federal</td> <td style="text-align: right;">Other</td> </tr> <tr> <td style="text-align: left;">\$153,418</td> <td style="text-align: right;">\$0</td> </tr> </table>	Federal	Other	\$153,418	\$0				
Federal	Other								
\$153,418	\$0								
11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement: <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> Budget</td> <td><input checked="" type="checkbox"/> Special Provisions Stipulated by HUD</td> </tr> <tr> <td><input checked="" type="checkbox"/> General Terms and Conditions</td> <td><input checked="" type="checkbox"/> CDBG Outcome Matrix</td> </tr> <tr> <td><input checked="" type="checkbox"/> Special Conditions</td> <td><input checked="" type="checkbox"/> HUD Disaster Community Development Block Grant Assurances</td> </tr> <tr> <td><input checked="" type="checkbox"/> Financial Management</td> <td></td> </tr> </table> <p>All policies, terms, conditions, and provisions of the current notebooks entitled <i>Community Development Block Grant Program</i>, <i>CDBG Implementation Manual</i>, and <i>CDBG Policy Statements</i> are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.</p>		<input checked="" type="checkbox"/> Budget	<input checked="" type="checkbox"/> Special Provisions Stipulated by HUD	<input checked="" type="checkbox"/> General Terms and Conditions	<input checked="" type="checkbox"/> CDBG Outcome Matrix	<input checked="" type="checkbox"/> Special Conditions	<input checked="" type="checkbox"/> HUD Disaster Community Development Block Grant Assurances	<input checked="" type="checkbox"/> Financial Management	
<input checked="" type="checkbox"/> Budget	<input checked="" type="checkbox"/> Special Provisions Stipulated by HUD								
<input checked="" type="checkbox"/> General Terms and Conditions	<input checked="" type="checkbox"/> CDBG Outcome Matrix								
<input checked="" type="checkbox"/> Special Conditions	<input checked="" type="checkbox"/> HUD Disaster Community Development Block Grant Assurances								
<input checked="" type="checkbox"/> Financial Management									
12. Approved for Contractor:  Signature _____ Date 8/17/06 Name: Dr. Eugene L. McLemore Title: Director	13. Approved for Subgrantee:  Signature _____ Date 9/6/06 Name: William Skellie, Jr. Title: Mayor								

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**2006 Community Development Block Grant
Katrina Supplemental Funds
Code Enforcement**

Applicant: City of Long Beach

Contract Number: 009-I

Salaries	\$101,000.00
Fringe Benefits	\$42,218.00
Travel	\$4,200.00
Training	\$6,000.00
Total	\$153,418.00

Travel, Lodging and Meals: all supplemental funds must comply with the State Rates and Guidelines.

Procurement and Purchasing: all supplemental funds must comply with the State's Procurement and Purchasing laws.

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GENERAL TERMS AND CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under The Housing and Community Development Act of 1981 - Public Law 97-35), and as amended by the Housing and Urban-Rural Recovery Act of 1983, to the above mentioned recipient, in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the recipient to the provisions of this contract shall be considered invalid, and the Mississippi Development Authority reserves the right not to reimburse the recipient for any expenses or costs associated with such an unauthorized change or amendment.

The Mississippi Development Authority reserves the right to withhold grant funds or to terminate this contract for cause, if the recipient fails to fulfill in a timely and proper manner the obligations under this contract or if the recipient should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the recipient of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the recipient further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the recipient, and received in the office of the Mississippi Development Authority.

Subgrantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by any federal agency, the Mississippi Development Authority (MDA's), or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from MDA, Community Services Division by calling (601) 359-3179.

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SPECIAL CONDITIONS

CDBG Supplement Project No: 009-I

- A. The local government "subrecipient" agrees to provide building inspector services to all structures being constructed or reconstructed in their community.
- B. The attached budget page, list the eligible costs for this contract. Any funds used for any purpose other than stated in this contract, on the budget page and in the scope of work will be considered ineligible costs and shall be repaid by local government.
- C. To request funds, the subrecipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.
- D. The subrecipient must complete and submit a W-9 Form and HUD Form 1199A that designate the CDBG bank account into which the CDBG funds will be deposited. (Form 1199A may be obtained by the subrecipient's local banking institution).
- E. The subrecipient will provide MDA with the following deliverables:
 - 1. Quarterly progress reports on number of homes inspected and other related activities such as training attended.
 - 2. The quarterly report will include a completed CDBG outcome matrix.
 - 3. A final report will be prepared and it will include a compilation of all the quarterly reports and any other related data.
- F. The local government shall utilize qualified staff to provide services funded by this contract. The local government ensures that the staff has the knowledge, skills and qualifications necessary to perform required services and possess licenses, permits, certifications and authorizations required by law.
- G. Insurance and bonding
 - 1. Fidelity Bonds – If the local government receives an advance or receives any reimbursement in excess of cost already paid, the local government shall bond its agents and employees who receive, deposit or have access to contract funds to protect against loss. The bond shall name MDA as an additional insured or payee. The bond amount shall be \$100,000 or a lesser amount authorized in writing by MDA. This bonding requirement does not apply to public agencies or schools.
 - 2. Liability Insurance – The local government shall, at all times during the term of the contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage, and contractual liability.
 - 3. Auto Insurance – the Local Government shall maintain automobile insurance when vehicles owned or leased by the local unit of government or its employees, its subcontractors, or volunteers are used to provide contract services.
 - 4. Workers' Compensation – The local government must maintain adequate workers' compensation, medical, accident, and other insurance for staff and customers as required by law, regulations and rules.
- H. The local unit of government shall retain any fees collected as a result of the building inspector program. These retained funds can only be spent to continue activities that are allowed under this grant. (Pay salaries of code enforcement and building inspector officials.)
- I. The local government shall agree to enforce the covenants of the Katrina Homeowner Grant Program. These covenants are to rebuild or repair to applicable codes and local ordinances, rebuild to newly recommend FEMA flood elevations and all manufactured housing (mobile homes) must comply with the Federal Manufactured Housing Code.

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FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities - The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.
- B. Audits and Monitoring - The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular A-133 or, if A-133 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular A-133.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

- C. Procurement - The local unit of government must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

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**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

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4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

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9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. **Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

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13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business

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concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

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20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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24. **Davis-Bacon Act Requirements**

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. **Uniform Act Requirements**

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. **Lead-Based Paint Requirements**

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. **Compliance with Office of Management and Budget**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. **Flood Insurance Purchase Requirements**

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

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29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

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CDBG Outcome Matrix										
Activity Name:										
					Check the selected box below					
Activity Objective – Choose one:					Suitable Living Environment	X	Decent Housing		Economic Opportunity	
Activity Outcome (s) – May choose primary and secondary:					Affordability		Accessibility		X	Sustainability
					Enhanced Suitable Living Environment Through Improved Affordability	Enhanced Suitable Living Environment Through Improved Accessibility	Enhanced Suitable Living Environment Through Improved Sustainability	Created Decent Housing with Improved Affordability	Created Decent Housing with Improved Availability	Created Decent Housing with Improved Sustainability
					Provided Economic Opportunity Through Improved Affordability	Provided Economic Opportunity Through Improved Accessibility	Provided Economic Opportunity Through Improved Sustainability			
Housing – Code Enforcement										
Number of Households Inspected										
Number of Business Inspections										
Number of Final Inspections (business and households)										
Number of Final Inspections that involved elevation of structures										
Number of Inspections in Old Flood Plain (Pre-Katrina)										
Number of Inspections in New Flood Plain										

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**HUD DISASTER
COMMUNITY DEVELOPMENT BLOCK GRANT
ASSURANCES**

The applicant hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will:
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of applicant:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

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recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.

- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (k) It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.
- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.
- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

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nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

- (t) The recipient shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the recipient. Any recipient who is not the applicant shall comply with all lawful requirements of the applicant necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the recipient, is carried out in accordance with the applicant's assurances and certifications to comply with all applicable laws, regulations, and other requirements.
- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- v. The Subrecipient agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Subrecipient.

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Alderman Notter made motion seconded by Alderman Bennett and unanimously carried to approve and proceed with the application for the Emergency Aid to Local Government (LEAP) Grant.

There came on for consideration a request submitted by Maryann Parrish, as follows:

CITY OF LONG BEACH, MISSISSIPPI
P.O. BOX 929
201 JEFF DAVIS AVENUE
LONG BEACH, MISSISSIPPI 39560
TELEPHONE: (228) 863-1556
FAX: (228) 863-1558
cityclerk@cityoflongbeachms.com

FOR OFFICE USE ONLY	
DATE RECEIVED:	8/24/06
VERIFY DOCUMENTS:	
SUBMITTED	<input type="checkbox"/> NONE
TIME:	
BY:	<i>[Signature]</i>
	(signature)

REQUEST TO BE PLACED ON AGENDA FOR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
(PLEASE PRINT)

Name of Person Making Request: MARYANN Parrish (C)
Address: 511 SEAL AVENUE Telephone: 304-0244 Fax: _____
-Mail Address: _____

Name of Person Addressing Mayor and Board of Aldermen: Maryann Parrish
(if different from above)
Address: _____ Telephone: _____ Fax: _____

Detailed Description of Specific Subject Matter to be Discussed (Description must be clear and concise - avoid vague terms and generalizations): Wishes to have a FEMA Mobile Home placed on property owned by Brenda Chapman
handicapped trailer

(If additional space is needed, please use the back of this form)
Date of Meeting: Sept 5, 2006 @ 5:30 No. of Participants: 2
Regular meetings are held on the first and third Tuesday of Every Month at 5:30 p.m., Long Beach School District Office, 148 Commission Road)

Type of Presentation: Personally Address Power Point
(check one or more) Presentation/Handouts Audio Tape
 Photos/Video/Slides Other (Specify Below)

Other: _____
***** PLEASE READ CAREFULLY *****

- > Requests and ten (10) copies of all accompanying documents MUST be filed with the City Clerk no later than 12:00 p.m. (noon) the Friday preceding Tuesday's meeting.
- > Requests and accompanying documents received after the Friday, noon deadline WILL NOT be placed on the agenda or distributed to the Mayor and Board of Aldermen at this time.
- > Forms received that are not clear and concise as to subject matter will not be placed on the agenda.
- > Subject matter shall be limited to ten (10) minutes or as otherwise specified by the Mayor and Board of Aldermen during the course of the meeting.
- > Items will be placed on the agenda in the order they are received under the appropriate heading.
- > Upon the determination by the City Clerk that the agenda is full, additional items will be placed on the next regular meeting agenda, even if properly submitted prior to deadline.
- > The Mayor and Board of Aldermen reserve the right to disallow and/or remove any item from the agenda.
- > Agenda items are subject to change without prior notice.

Accompanying Documents Attached? yes no

Date: Aug 24, 2006 Signed: Maryann Parrish
(Person Making Request)

LOPTED:08 02 05

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Aug 24-06

To whom this concerns:

I Brenda Chapman hereby

give Maryann Parish

permission to put her FEMA

mobile home on my land

at 511 Seal Ave.

Thank you

Brenda Chapman

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

There came on for consideration a request from Maurice G. Benoit, as follows:

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08/28/06 MON 13:59 FAX

002

August 28, 2006

Maurice G. Benoit
830 & 836 East Beach Blvd.
Long Beach, Mississippi 39560

City Council of Long Beach, Mississippi:

To whom it may concern:

This letter is in reference to my request for a larger Fema Trailer to be placed on my property at 830 and 836 East Beach Blvd in Long Beach. It my understanding that the City Council has some concerns about my leaving the trailer there for an extended period of time. I would like to express my intentions and reasons and I'm sure after reading this, the Council will be assured that this trailer will not be a problem.

My daughter is getting married on October 21 of this year, and immediately following the event, my wife and I will begin the rebuilding of our home on the Long Beach Property. We will need an office during this rebuilding process, as my wife and I will be sub-contracting the work. We will need space to review contracts, designs, and oversee special projects. As I will be having my 70th Birthday this September, it is not feasible for me to be traveling back and forth through the rebuilding process. My wife and I also have a grown son who suffers with epilepsy, and spends time with us often. We will need the extra space to accommodate him.

It is our intention to rebuild as quickly as possible and plan to remove the trailer immediately upon the completion of our home. I respectfully ask for your permission to upgrade and use this trailer on our property for this short time period. If you have any further questions, please do not hesitate to contact me on my cell phone, 504-451-8741.

Sincerely,



Maurice G. Benoit

Upon the determination that the FEMA camper would be removed from the subject property and replaced by a FEMA mobile home, utilized as a residence, not an office, Alderman Holder made motion seconded by Alderman Burton and unanimously carried to approve the request as set forth above.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve Police Department personnel matters, as follows:

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Education Pay, Associates Degree, Commander Dee A. Schultz, effective September 1, 2006;

PS Grade Change, Lt. Keith Ladner, PS-15-VIII, effective August 16, 2006;

PS Grade Change, Lt. Donald Bass, PS-15-VI, effective August 16, 2006;

PS Grade Change, Lt. Billy Seal, PS-15-VII, effective August 16, 2006.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve payment for per diem in the amount of \$2,450.00 to Police Officer Brian Beeman and lodging in the amount of \$2,799.30 to the Best Western, Nashville, TN, for Officer Beeman to attend training courses covered by the Department of Public Safety Grant, authorizing the City Clerk to issue a municipal warrant for same.

Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve the Lease Agreement by and between the City of Long Beach and Lanier Worldwide, Inc., for a copier in the Building Office. Said agreement is as follows:

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Revised Date: 01/10/2005

RENIAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARIMENTS
AND VENDORS
(applicable to equipment rental transactions)

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

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten

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(10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

- E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.
6. **RENIAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. **PAYMENTS:**
- A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
- B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
- A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable,

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Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

- B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.
12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**
- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.
13. **ASSIGNMENT:**
- A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.
14. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any

Minutes of September 5, 2006

Mayor and Board of Aldermen

Revised Date: 01/10/2005

local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.
16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.
17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

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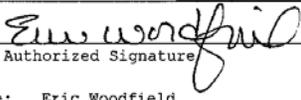
Revised Date: 01/10/2005

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.
28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

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

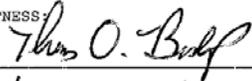
Witness my signature this the 6th day of Sept, 2006.

Vendor: Lanier Worldwide, Inc.

By: 
Authorized Signature

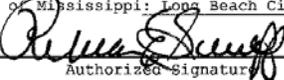
Printed Name: Eric Woodfield

Title: Document Management Solutions

WITNESS



Witness my signature this the 6th day of Sept, 2006

State of Mississippi: Long Beach City Hall

By: 
Authorized Signature

Printed Name: Rebecca Schruoff

Title: City Clerk

WITNESS



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Mayor and Board of Aldermen

Revised Date: 01/10/2005

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

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

Vendor Company Name: Lanier Worldwide, Inc. _____

Customer Agency Name: Long Beach City Hall, Permits Office _____

Bill to Address: Long Beach City Hall, Permits Office
P.O. Box 929
Long Beach, MS 39560

Ship to Address: Long Beach City Hall, Permits Office
645 Klondyke Rd.
Long Beach, MS 39560

Description of Equipment, Software, or Services	Price
LD225 Scan/Print	\$131.28
RADF-DF75, Rev. Auto. Feed	19.42
SR-820, 500 Sheet Finisher	15.74
FBU-627; Finisher Bridge Unit	3.07
Short Cabinet Stand	2.86
Total:	\$172.37

Delivery Schedule and Installation Date: ___TBD___

Rental Term: Number of Months 36 Start Date 9/1/06 End Date 9/1/09

Modifications: Replaces Lanier model 5627, serial number 21100098. Stated monthly price includes network integration, unlimited service calls, and supplies except paper and staples. Maintenance for the duration of the lease includes all toner, drums, and developers. Monthly copy allowance is 0 with all impressions billed at \$0.0110 per impression.

Vendor Signature *E.W. Woodfin* Customer Signature *Robert Scuff*

Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to approve payment in the amount of \$400.00 for the purchase of a cemetery lot, N 1/2-NW 1/4 of Lot 224, from Thomas Drew McDowell.

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

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

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



August 15, 2006

City of Long Beach
P.O. Box 939
Long Beach, MS 39560

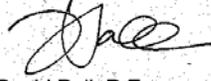
RE: Complaint to Vacate Part of Plat – Three Amigos, LLC

Gentlemen:

We have received a complaint to vacate a portion of the plat of an existing subdivision within Long Beach. The request is to vacate a 30' unimproved street right-of-way aligned north and south through the Sea Side Farms subdivision. This subdivision is between Lang Avenue on the east and Green Acres on the west, the site of the Green Oak Lakes subdivision, which is currently under development.

The unimproved 30' road right-of-way does not align with North Seashore, and could not be of any use to the City. Furthermore, the Green Oak Lakes subdivision, which is currently under construction, is planned to provide connecting roads to Marjorie Street, Lang Avenue, and North Seashore, which will improve public safety services and infrastructure in the area.

Based on the above comments, we see no reason to withhold approval of this request to vacate the described portion of the plat. If you have any questions, please call. Thank you.

Sincerely,

David Ball, P.E.

DB:539

Based upon the determinations as set forth above, Alderman McNary made motion seconded by Alderman Holder and unanimously carried directing the City Attorney to file an answer of no objection on behalf of the City and defer to the discretion of the court.

There came on for consideration the complaint to vacate a portion of the plat or easement as filed by Jocelyn Turnbough, English Village Subdivision. After

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considerable discussion, it was determined that Ms. Turnbough will obtain a topographical survey of the subject property for review by the city engineers.

The agreement submitted by the Humane Society of South Mississippi, was taken under advisement for amendments and further consideration at the next regular meeting, September 19, 2006.

The request for water and sewer service as submitted by SJS Development was taken under advisement for further review and consideration at the next regular meeting, September 19, 2006.

Mr. John Harris addressed the Mayor and Board of Aldermen regarding the highest and best use for the development of approximately 24 acres on U. S. Highway 90 between Lang Avenue and South Island View. After considerable discussion, Mr. Harris was advised to contact the building official's office to obtain information regarding the development of a Planned Unit Development (PUD).

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RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI (THE "CITY") AUTHORIZING THE EXECUTION AND DELIVERY OF A RELEASE OF TAX REGULATORY AND DEED RESTRICTIONS AGREEMENT IN CONNECTION WITH GULF WATERS APARTMENTS; AND AUTHORIZING THE OFFICERS OF THE CITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION.

WHEREAS, City of Long Beach, Mississippi, ("Issuer"), U.S. Bank Trust National Association ("Trustee"), American Opportunity for Housing/Mississippi Coast, LLC ("Borrower") and American Opportunity for Housing, Inc. ("Member"), entered into that certain Tax Regulatory and Deed Restriction Agreement ("Restriction Agreement") dated as of March 1, 2000 in connection with the issuance of certain tax exempt bonds to finance the acquisition and renovation of a multi family residential project located in the corporate limits of the Issuer commonly known as Gulf Waters Apartments (the "Project"), which Restriction Agreement is of record in book 1490 at page 507N of the land records for the First Judicial District of Harrison County, Mississippi, and

WHEREAS, said Restriction Agreement required that the Project be used and operated in a manner not inconsistent with the provisions of said Restriction Agreement until the expiration of the Qualified Project Period, as defined in the Restriction Agreement, and

WHEREAS, the Restriction Agreement provided in Sections 12 and 14 thereof for its early termination in the event of involuntary noncompliance caused by fire or similar event the Project was rendered useless, and

WHEREAS, on August 29, 2006 the Project was completely destroyed by Hurricane Katrina, leaving only a vacant slab on the real property where the Project once existed, and

WHEREAS, the Trustee, the Borrower and the Member have each executed a Release of Tax Regulatory and Deed Restrictions Agreement (the "Release"), which Release memorializes the fact of involuntary noncompliance with the Restriction Agreement due to Hurricane Katrina and the Project's destruction, and the resulting termination of the Restriction Agreement, and

WHEREAS, the Mayor and Board of Aldermen of the Issuer now find it necessary to approve the form of and execution of the Release, to be dated the date of delivery, among the Issuer, the Trustee, the Borrower and the Member.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN (THE "GOVERNING BODY") OF THE CITY OF LONG BEACH, MISSISSIPPI:

Section 1. The above recitals are hereby found and deemed to be true and correct and incorporated herein.

Section 2. The Release is hereby approved, and the Mayor of the City (the "Mayor"), the President of the Governing Body (the "President") and the City Clerk (the "Clerk") are hereby authorized and directed to execute said Release for and on behalf of the City. All provisions of

Minutes of September 5, 2006 Mayor and Board of Aldermen

the Release when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Release to be in substantially the form attached hereto, with such completions, changes, insertions and modifications and shall be approved by the officers executing and delivering the same.

Section 3. The Mayor and Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence said authority.

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

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

The motion having received the affirmative vote of all the Aldermen present and voting, the Mayor of the Governing Body declared the motion carried and the resolution adopted, on this the 5th day of September, 2006.

CITY OF LONG BEACH, MISSISSIPPI


BILLY SKELLIE, MAYOR

ATTEST:


REBECCA SCHRUFF, CLERK

Gulfport 130936v 1

Minutes of September 5, 2006 Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON

RELEASE OF TAX REGULATORY AND DEED RESTRICTIONS AGREEMENT

THIS RELEASE made and entered into as of the ____ day of September, 2006, is by and among the City of Long Beach, Mississippi, ("Issuer") U.S. Bank Trust National Association ("Trustee"), American Opportunity for Housing/Mississippi Coast, LLC ("Borrower") and American Opportunity for Housing, Inc. ("Member").

WHEREAS, Issuer, Borrower, Trustee and Member entered into that certain Tax Regulatory and Deed Restriction Agreement ("Restriction Agreement") dated as of March 1, 2000 in connection with the issuance of certain tax exempt bonds to finance the acquisition and renovation of a multi family residential project commonly known as Gulf Waters Apartments (the "Project"), which Restriction Agreement is of record in book 1490 at page 507N of the land records for the First Judicial District of Harrison County, Mississippi, and which encumbered the real property described in Exhibit "A" hereto, and

WHEREAS, said Restriction Agreement required that the Project be used and operated in a manner not inconsistent with the provisions of said Restriction Agreement until the expiration of the Qualified Project Period as defined in the Restriction Agreement, and

WHEREAS, the Restriction Agreement provided in Sections 12 and 14 thereof for its early termination in the event of involuntary noncompliance caused by fire or similar event the Project was rendered useless, and

WHEREAS, on August 29, 2006 the Project was completely destroyed by Hurricane Katrina, leaving only a vacant slab on the real property where the Project once existed, and

WHEREAS, that parties now wish to memorialize the fact of involuntary noncompliance with the Restriction Agreement due to Hurricane Katrina and the Project's destruction, and the resulting termination of the Restriction Agreement.

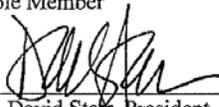
IT IS THEREFORE AGREED:

1. That due to the involuntary conversion and complete destruction of the Project and the termination of the Restriction Agreement according to its terms, the Restriction Agreement should now be released of record.
2. The Issuer, Borrower, Trustee and Member, in consideration of the terms of the Restriction Agreement and the event of Hurricane Katrina that transpired involving the complete destruction of the Project, do hereby cancel, release and discharge the Restriction Agreement in its entirety, with the exception that pursuant to Section 12 thereof, the Borrower and Member shall remain obligated to the continuing indemnity of the Issuer and Trustee as provided in Section 7 of the Restriction Agreement.

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Mayor and Board of Aldermen

AMERICAN OPPORTUNITY FOR HOUSING/
MISSISSIPPI COAST, LLC

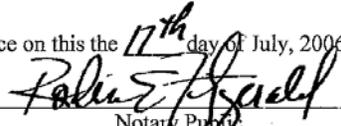
By: American Opportunity for Housing, Inc , its
Sole Member

By: 
David Starr, President

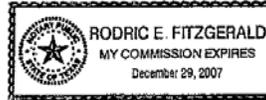
STATE OF TEXAS
COUNTY OF BEXAR

PERSONALLY came and appeared before me, the undersigned authority for said state and county, David Starr, President of American Opportunity for Housing, Inc, the sole member of American Opportunity for Housing/Mississippi Coast, LLC, who acknowledged to me that he executed the foregoing Release on the day and year therein stated, for and on behalf of American Opportunity for Housing, Inc. and American Opportunity for Housing/Mississippi Coast, LLC, as its act and deed, after first being duly authorized so to do.

GIVEN under my hand and official seal of office on this the 17th day of July, 2006.


Notary Public

My Commission Expires:



Signature page to Release of Tax Regulatory and Deed Restrictions Agreement by and among the City of Long Beach, Mississippi, U.S. Bank Trust National Association, American Opportunity for Housing/Mississippi Coast, LLC and American Opportunity for Housing, Inc

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Mayor and Board of Aldermen

WITNESS our signatures on this Release as of the 6th day of September, 2006.

CITY OF LONG BEACH, MISSISSIPPI

BY: *Billy Skellie*
(Mayor)

(SEAL)

ATTEST:

Rebecca Schuff
(City Clerk)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority for said state and county, Billy Skellie and Rebecca Schuff, who acknowledged to me that they are Mayor and City Clerk, respectively, of the City of Long Beach, Mississippi, and that they executed the foregoing Release on the day and year therein stated, for and on behalf of the City of Long Beach, as its act and deed, after first being duly authorized so to do.

GIVEN under my hand and official seal of office on this the 6 day of September, 2006.



W. Dahl
Notary Public

Signature page to Release of Tax Regulatory and Deed Restrictions Agreement by and among the City of Long Beach, Mississippi, U.S. Bank Trust National Association, American Opportunity for Housing/Mississippi Coast, LLC and American Opportunity for Housing, Inc

Minutes of September 5, 2006 Mayor and Board of Aldermen

* * * * *

Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to adopt the September, 2006, Civil Service Position and Wage Classification scale, as follows:

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF SEPTEMBER 2006

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV EIGHTEEN MONTHS	STEP V EIGHTEEN MONTHS	STEP VI TWO YEARS	STEP VII TWO YEARS	STEP VIII THREE YEARS	STEP IX THREE YEARS	STEP X THREE YEARS
PS-1	Dispatch	Recruit	\$ 1,727.43	Six Months									
PS-2	Dispatch	2nd Class	\$ 1,769.93	Six Months									
PS-3	Dispatch	1st Class	\$ 1,896.18	\$ 1,922.43	\$ 1,948.68	\$ 2,001.18	\$ 2,027.43	\$ 2,053.68	\$ 2,079.93	\$ 2,105.68	\$ 2,130.68	\$ 2,155.68	\$ 2,187.68
PS-4	Dispatch	Asst Supv	\$ 1,974.94	\$ 2,001.18	\$ 2,027.44	\$ 2,053.68	\$ 2,079.94	\$ 2,106.18	\$ 2,132.44	\$ 2,158.68	\$ 2,183.68	\$ 2,208.68	\$ 2,237.68
PS-5	FireFighter	Recruit	\$ 2,001.18	Six Months									
	Police Officer	Recruit											
PS-6	Animal Control	Officer	\$ 2,001.18	\$ 2,027.44	\$ 2,053.68	\$ 2,079.94	\$ 2,106.18	\$ 2,132.44	\$ 2,158.68	\$ 2,183.68	\$ 2,208.68	\$ 2,233.68	\$ 2,267.68
PS-7	FireFighter	2nd Class	\$ 2,027.44	Six Months									
	Police Off	2nd Class											
PS-8	Dispatch	Supervisor	\$ 2,027.44	\$ 2,053.68	\$ 2,079.94	\$ 2,106.18	\$ 2,132.44	\$ 2,158.68	\$ 2,184.94	\$ 2,210.68	\$ 2,235.68	\$ 2,260.68	\$ 2,287.68
PS-9	FireFighter	1st Class	\$ 2,053.68	\$ 2,079.94	\$ 2,106.18	\$ 2,132.44	\$ 2,158.68	\$ 2,184.94	\$ 2,211.18	\$ 2,236.68	\$ 2,261.68	\$ 2,286.68	\$ 2,312.68
PS-10	Police Officer	1st Class	\$ 2,079.94	\$ 2,106.18	\$ 2,132.44	\$ 2,158.68	\$ 2,184.94	\$ 2,211.18	\$ 2,237.44	\$ 2,262.68	\$ 2,287.68	\$ 2,312.68	\$ 2,337.68
PS-11	Baliff	Warrant Off	\$ 2,095.68	\$ 2,150.18	\$ 2,174.44	\$ 2,200.68	\$ 2,226.94	\$ 2,253.18	\$ 2,305.68	\$ 2,330.68	\$ 2,355.68	\$ 2,380.68	\$ 2,407.68
	Engineman	Fire Dept											
	Investigator	Police Dept											
PS-12	Sergeant	Police Dept	\$ 2,132.44	\$ 2,184.94	\$ 2,211.18	\$ 2,237.44	\$ 2,263.68	\$ 2,289.68	\$ 2,342.44	\$ 2,392.68	\$ 2,442.68	\$ 2,492.68	\$ 2,542.68
PS-13	Det Sgt	Police Dept	\$ 2,148.18	\$ 2,200.68	\$ 2,227.44	\$ 2,253.18	\$ 2,279.44	\$ 2,305.68	\$ 2,358.18	\$ 2,408.68	\$ 2,448.68	\$ 2,508.68	\$ 2,457.68
PS-14	Lieutenant	Fire Dept	\$ 2,184.94	\$ 2,237.44	\$ 2,263.68	\$ 2,289.94	\$ 2,316.18	\$ 2,342.44	\$ 2,394.94	\$ 2,445.68	\$ 2,495.68	\$ 2,545.68	\$ 2,597.68

PUBLIC SERVICE (PS)

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF SEPTEMBER 2006

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV EIGHTEEN MONTHS	STEP V EIGHTEEN MONTHS	STEP VI TWO YEARS	STEP VII TWO YEARS	STEP VIII THREE YEARS	STEP IX THREE YEARS	STEP X THREE YEARS
PS-15	Harbor Master	Harbor	\$ 2,316.18	\$ 2,368.68	\$ 2,394.94	\$ 2,421.18	\$ 2,447.44	\$ 2,473.68	\$ 2,526.18	\$ 2,576.68	\$ 2,626.68	\$ 2,676.68	\$ 2,727.68
	Lieutenant	Police Dept											
PS-16	Captain	Fire Dept	\$ 2,342.44	\$ 2,368.68	\$ 2,394.94	\$ 2,421.18	\$ 2,473.68	\$ 2,523.68	\$ 2,573.68	\$ 2,623.68	\$ 2,677.68	\$ 2,727.68	\$ 2,781.68
	Inspection Officer	Fire Dept											
	Trng Officer	Fire Dept											
PS-17	Captain	Police Dept	\$ 2,368.68	\$ 2,421.18	\$ 2,447.44	\$ 2,473.68	\$ 2,499.94	\$ 2,526.18	\$ 2,578.68	\$ 2,628.68	\$ 2,678.68	\$ 2,728.68	\$ 2,782.68
PS-18	Battalion Chief	Fire Dept	\$ 2,526.18	\$ 2,578.68	\$ 2,631.18	\$ 2,683.68	\$ 2,736.18	\$ 2,788.68	\$ 2,841.18	\$ 2,890.68	\$ 2,940.68	\$ 2,990.68	\$ 3,042.68
	Major	Police Dept											
PS-19	Deputy Chief	Fire Dept	\$ 2,631.18	\$ 2,696.81	\$ 2,762.43	\$ 2,828.05	\$ 2,893.67	\$ 2,959.29	\$ 3,021.91	\$ 3,087.53	\$ 3,153.15	\$ 3,218.77	\$ 3,284.39
		Police Dept											
PS-20	Assistant Chief	Fire Dept	\$ 2,736.18	\$ 2,814.94	\$ 2,893.68	\$ 2,968.68	\$ 3,043.68	\$ 3,118.68	\$ 3,193.68	\$ 3,268.68	\$ 3,343.68	\$ 3,418.68	\$ 3,492.68
	Assistant Chief	Police Dept											
PS-21	Chief of	Fire Dept	\$ 2,946.18	\$ 3,051.18	\$ 3,126.18	\$ 3,200.68	\$ 3,275.68	\$ 3,350.68	\$ 3,425.68	\$ 3,500.68	\$ 3,575.68	\$ 3,650.68	\$ 3,722.68
	Chief of	Police Dept											

** Once an employee has reached step X on the payscale, the step increase amount from step IX to step X will be the step amount every three (3) years.
Example: If you are a CSA-1-X, your increase from step IX to step X was \$25.00, every three years after reaching step X your step increase amount will be \$25.00

PUBLIC SERVICE (PS)

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CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF SEPTEMBER 2006

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV EIGHTEEN MONTHS	STEP V EIGHTEEN MONTHS	STEP VI TWO YEARS	STEP VII TWO YEARS	STEP VIII THREE YEARS	STEP IX THREE YEARS	STEP X THREE YEARS
CSA-1	Clerk	Typist	\$ 1,717.44	\$ 1,743.68	\$ 1,769.93	\$ 1,796.18	\$ 1,822.43	\$ 1,848.68	\$ 1,874.94	\$ 1,900.68	\$ 1,925.68	\$ 1,952.68	\$ 1,977.68
CSA-2	Clerk	Secretary	\$ 1,743.68	\$ 1,769.94	\$ 1,796.18	\$ 1,822.44	\$ 1,849.18	\$ 1,875.18	\$ 1,901.18	\$ 1,927.68	\$ 1,952.68	\$ 1,977.68	\$ 1,002.68
CSA-3	Clerk	Accounting	\$ 1,769.94	\$ 1,796.18	\$ 1,822.44	\$ 1,874.94	\$ 1,901.18	\$ 1,927.68	\$ 1,953.68	\$ 1,977.68	\$ 2,002.68	\$ 1,927.68	\$ 1,952.68
	Clerk	PD Records											
	Secretary	Police Dept											
CSA-4	Clerk	Payroll	\$ 1,874.94	\$ 1,901.18	\$ 1,927.44	\$ 1,979.94	\$ 2,006.18	\$ 2,032.64	\$ 2,058.68	\$ 2,083.68	\$ 2,107.68	\$ 2,132.68	\$ 2,157.68
	Clerk	Depty Court											
	Clerk	Senior											
	Coordinator	Sr. Cit. Ctr											
	Librarian	Children											
	Librarian	Reference											
	Off Mgr	Public Works											
	Secretary	Civil Service											
CSA-5	Clerk	Police Dept	\$ 1,927.44	\$ 1,953.68	\$ 1,979.94	\$ 1,906.18	\$ 2,032.44	\$ 2,058.68	\$ 2,084.94	\$ 2,109.68	\$ 2,134.68	\$ 2,159.68	\$ 2,187.68
	Clerk, Senior	Acct Pay											
	Librarian	Assistant											
	Executive Sec	FD & PD											
	Evidence Clerk	Police Dept											
CSA-6	Assistant	Tax Collector	\$ 2,111.18	\$ 2,163.68	\$ 2,189.94	\$ 2,216.18	\$ 2,242.43	\$ 2,268.68	\$ 2,321.18	\$ 2,370.68	\$ 2,420.68	\$ 2,470.68	\$ 2,522.68
	Clerk, Senior	Payroll											
	Office Manager	Water Dept											
	Office Manager	Police Dept											
CSA-7	Clerk	Bldg Permit	\$ 2,268.68	\$ 2,321.18	\$ 2,347.44	\$ 2,373.68	\$ 2,399.94	\$ 2,426.19	\$ 2,478.68	\$ 2,527.68	\$ 2,577.68	\$ 2,627.68	\$ 2,677.68
	Superintendent	Vehicle Maint											

CIVIL SERVICE ADMINISTRATION (CSA)

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF SEPTEMBER 2006

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV EIGHTEEN MONTHS	STEP V EIGHTEEN MONTHS	STEP VI TWO YEARS	STEP VII TWO YEARS	STEP VIII THREE YEARS	STEP IX THREE YEARS	STEP X THREE YEARS
CSA-8	Director	Library	\$ 2,426.18	\$ 2,478.68	\$ 2,531.48	\$ 2,583.68	\$ 2,636.18	\$ 2,888.68	\$ 2,740.68	\$ 2,787.68	\$ 2,837.68	\$ 2,887.68	\$ 2,937.68
	Purchasing	Agent											
	Court Clerk												
CSA-9	City Clerk, Deputy	Payroll, Clerk	\$ 2,636.18	\$ 2,714.94	\$ 2,793.68	\$ 2,868.68	\$ 2,943.68	\$ 3,018.68	\$ 3,093.68	\$ 3,168.68	\$ 3,242.68	\$ 3,317.68	\$ 3,392.68
	Superintendent	Public Works											
	Superintendent	Water/Sewer											
	Zoning Officer	Zoning/Permit											
CSA-10	City Clerk	Tax Collector	\$ 2,846.18	\$ 2,951.18	\$ 3,026.18	\$ 3,100.68	\$ 3,175.68	\$ 3,250.68	\$ 3,325.68	\$ 3,400.68	\$ 3,485.68	\$ 3,560.68	\$ 3,637.68
	Director	Public Works											
	** 18 Months												
CSA-11	Finance Officer		\$ 2,095.68	\$ 2,150.18	\$ 2,174.44	\$ 2,200.68	\$ 2,226.94	\$ 2,253.18	\$ 2,305.68	\$ 2,330.68	\$ 2,355.68	\$ 2,380.68	\$ 2,407.68
	** 18 Months												

** Once an employee has reached step X on the payscale, the step increase amount from step IX to step X will be the step amount every three (3) years.
Example: If you are a CSA-1-X, your increase from step IX to step X was \$25.00, every three years after reaching step X your step increase amount will be \$25.00

CIVIL SERVICE ADMINISTRATION (CSA)

Minutes of September 5, 2006 Mayor and Board of Aldermen

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF SEPTEMBER 2006

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV EIGHTEEN MONTHS	STEP V EIGHTEEN MONTHS	STEP VI TWO YEARS	STEP VII TWO YEARS	STEP VIII THREE YEARS	STEP IX THREE YEARS	STEP X THREE YEARS
CSH-1	Laborer		\$ 1,724.36	\$ 1,752.17	\$ 1,778.24	\$ 1,806.05	\$ 1,833.85	\$ 1,861.11	\$ 1,887.73	\$ 1,912.68	\$ 1,937.68	\$ 1,962.68	\$ 1,987.68
CSH-2	Harbor Guard		\$ 1,761.07	\$ 1,787.07	\$ 1,816.53	\$ 1,840.80	\$ 1,868.53	\$ 1,896.27	\$ 1,922.27	\$ 1,946.53	\$ 1,972.53	\$ 1,996.80	\$ 2,022.80
		Hour	\$ 10.16	\$ 10.31	\$ 10.48	\$ 10.62	\$ 10.78	\$ 10.94	\$ 11.09	\$ 11.23	\$ 11.38	\$ 11.52	\$ 11.67
CSH-3	Electrician	Helper	\$ 1,806.04	\$ 1,863.85	\$ 1,861.66	\$ 1,887.73	\$ 1,915.54	\$ 1,943.35	\$ 1,971.15	\$ 1,997.68	\$ 2,022.68	\$ 2,047.68	\$ 2,072.68
		Labor Leader											
		Maintenance Worker											
CSH-4	Electrician	Journeyman	\$ 1,915.54	\$ 1,943.35	\$ 1,971.15	\$ 1,997.68	\$ 2,025.03	\$ 2,052.84	\$ 2,080.65	\$ 2,104.68	\$ 2,129.68	\$ 2,154.68	\$ 2,182.68
		Equipment operator											
		Mechanic											
CSH-4	Harbor Master	Assistant	\$ 1,915.33	\$ 1,943.07	\$ 1,970.80	\$ 1,996.80	\$ 2,024.53	\$ 2,052.27	\$ 2,080.00	\$ 2,104.27	\$ 2,128.53	\$ 2,154.53	\$ 2,182.27
		Hour	\$ 11.05	\$ 11.21	\$ 11.37	\$ 11.52	\$ 11.68	\$ 11.84	\$ 12.00	\$ 12.14	\$ 12.28	\$ 12.43	\$ 12.59
CSH-5	Maintenance Worker	Senior	\$ 2,052.84	\$ 2,080.65	\$ 2,106.72	\$ 2,134.53	\$ 2,162.33	\$ 2,190.14	\$ 2,216.21	\$ 2,240.68	\$ 2,265.68	\$ 2,290.68	\$ 2,317.68
		Equipment Operator											
CSH-6	Electrician	Master	\$ 2,191.14	\$ 2,216.21	\$ 2,244.02	\$ 2,271.83	\$ 2,299.64	\$ 2,325.71	\$ 2,353.52	\$ 2,378.68	\$ 2,403.68	\$ 2,428.68	\$ 2,457.68
		Mechanic											
CSH-7	Foreman		\$ 2,227.68	\$ 2,277.68	\$ 2,327.68	\$ 2,377.68	\$ 2,427.68	\$ 2,477.68	\$ 2,527.68	\$ 2,577.68	\$ 2,627.68	\$ 2,677.68	\$ 2,727.68

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HARBOR AND PUBLIC WORKS

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF SEPTEMBER 2006

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV EIGHTEEN MONTHS	STEP V EIGHTEEN MONTHS	STEP VI TWO YEARS	STEP VII TWO YEARS	STEP VIII THREE YEARS	STEP IX THREE YEARS	STEP X THREE YEARS
CSU-1	Transport	Aide	\$ 1,317.68	\$ 1,343.93	\$ 1,370.18	\$ 1,396.43	\$ 1,422.68	\$ 1,448.93	\$ 1,475.18	\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18
CSU-2			\$ 1,343.93	\$ 1,370.18	\$ 1,396.43	\$ 1,422.68	\$ 1,448.93	\$ 1,475.18	\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43
CSU-3			\$ 1,370.18	\$ 1,396.43	\$ 1,422.68	\$ 1,448.93	\$ 1,475.18	\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43	\$ 1,621.68
CSU-4			\$ 1,396.43	\$ 1,422.68	\$ 1,448.93	\$ 1,475.18	\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43	\$ 1,632.68	\$ 1,658.93
CSU-5	Crafts	Instructor	\$ 1,422.68	\$ 1,448.93	\$ 1,475.18	\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43	\$ 1,632.68	\$ 1,658.93	\$ 1,685.18
CSU-6			\$ 1,448.93	\$ 1,475.18	\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43	\$ 1,632.68	\$ 1,658.93	\$ 1,685.18	\$ 1,711.43
CSU-7			\$ 1,475.18	\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43	\$ 1,632.68	\$ 1,658.93	\$ 1,685.18	\$ 1,711.43	\$ 1,737.68
CSU-8			\$ 1,501.43	\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43	\$ 1,632.68	\$ 1,658.93	\$ 1,685.18	\$ 1,711.43	\$ 1,737.68	\$ 1,763.93
CSU-9			\$ 1,527.68	\$ 1,553.93	\$ 1,580.18	\$ 1,606.43	\$ 1,632.68	\$ 1,658.93	\$ 1,685.18	\$ 1,711.43	\$ 1,737.68	\$ 1,763.93	\$ 1,790.18
CSU-10	Coordinator	Recreation	\$ 1,553.94	\$ 1,580.18	\$ 1,606.43	\$ 1,632.68	\$ 1,658.93	\$ 1,685.18	\$ 1,711.43	\$ 1,737.68	\$ 1,763.94	\$ 1,790.18	\$ 1,816.44

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CIVIL SERVICE UNIVERSAL (CSU)

Minutes of September 5, 2006
Mayor and Board of Aldermen

SCEDULE OF SERVICE JOB RELATED INCENTIVE PAY
AS OF SEPTEMBER 2006

	PER MONTH							
EMT-B	\$ 50.00							
EMT-1	\$ 75.00							
EMT-P	\$ 100.00							
ASSOCIATE DEGREE	\$ 100.00							
BA/BS DEGREE	\$ 150.00							
MA/MS DEGREE	\$ 200.00							
INCENTIVE PAY	\$ 1.25	INCREASE PER ANNUM OR ANNIVERSARY AT END OF PROBATION						
FTO/CTO PROFECIENCY PAY	\$ 50.00							

There came on for consideration the matter of removing Joe DeFazzio from the Long Beach Planning Commission. After considerable discussion and upon the determination that Planning Commissioners serve at the will of the Board, Alderman Holder made motion seconded by Alderman Lishen to remove Mr. DeFazzio from the Long Beach Planning Commission as the Ward 1 representative.

* * *

Upon further discussion, Alderman Burton offered substitute motion seconded by Alderman Notter to table the matter until such time and Mr. DeFazzio and Ward 1 Alderman Charles Boggs are present to answer questions and provide additional information to the Mayor and Board of Aldermen.

The question on the substitute motion 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	Absent, Not Voting
Alderman Richard Bennett	voted	Nay
Alderman Allen D. Holder, Jr.	voted	Nay
Alderman Mark Lishen	voted	Nay

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Alderman Charles Boggs	voted	Absent, Not Voting
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.

Alderman McNary offered comments regarding several issues, however, no formal action was required or taken.

Alderman Holder made motion seconded by Alderman Bennett and unanimously carried directing the City Attorney to represent the interests of the City in the following litigation matters:

Edmund Knight versus The Board of Aldermen and The Mayor of The City of Long Beach, Mississippi;

Stephen W. Piazza, Michael D. Strachan, David Youmans, Cynda Youmans, Ferdinand Pecoul, Linda Pecoul, Paul Taylor, Susan Taylor, Robert Munkel, Mary Munkel, Dr. Hurd Gaddy, Denise Gaddy, and Georgina Bart versus The Board of Aldermen and The Mayor of The City of Long Beach, Mississippi; and

Richard Notter and Richard Burton versus City of Long Beach, Aldermen Richard Bennett, Allan Holder, Mark Lishen and Joseph McNary and Mayor Billy Skellie, in Their Official Capacities. It was noted for the record that the City Attorney would represent only the City of Long Beach in this matter and individuals named in the complaint would obtain personal legal counsel.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to recess the meeting to Wednesday, September 13, 2006, at 5:30 p.m.

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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. Schruoff, City Clerk