

**Minutes of September 4, 2007
Mayor and Board of Aldermen**

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, 2007, and the same being the time, date and place fixed by Laws of Mississippi and Ordinance of the City of Long Beach for holding said meeting.

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

Alderman Joseph McNary was 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 Mayor recognized representatives of the VFW Eddie Blake Memorial Post #3937, who awarded employees of the month, August, 2007, as follows:

- Fire Department – Firefighter Bradley McGill
- Police Department – Patrolman Ronald Roach
- Public Works (Utility Partners) – Ricky Lacy

There were no amendments to the Municipal Docket.

Alderman Notter made motion seconded by Alderman Holder and unanimously carried to approve the regular meeting and executive session minutes of the Mayor and Board of Aldermen dated August 21, 2007, as submitted.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the August 23, 2007, Planning Commission minutes as submitted. It was noted for the record that the approval to operate a business from a temporary building as submitted by Christopher Malloy, would be for a period not to exceed one (1) year, renewable for periods of six (6) months, in accordance with the City Zoning Ordinance.

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Upon clarification of several invoices, Alderman Boggs made motion seconded by Alderman Holder and unanimously carried to approve payment of invoices as listed in Docket of Claims number 090407.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried authorizing labor for the installation of approximately 1400' of 48" culvert pipe purchased by the developer, Penny Lane Subdivision, upon the conveyance of an easement to the City by Glenn Mueller and in accordance with all city regulations and ordinances. It was noted for the record that the project will improve drainage in the subdivision as well as surrounding areas and will simplify maintenance of the easement.

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

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

Minutes of September 4, 2007 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 28, 2007

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

Re: Change Order No. 2
Long Beach Public Works Building Repairs.

Gentlemen:

The personnel door on the south side of the Public Works Pole Building No. 1 was inadvertently not included in the bid of the project. Therefore, it is being added by Contract Change Order No. 2 in the amount of \$580.00, which includes all labor and materials. This increased the contract price to \$99,918.00.

Approval of Change Order no. 2 is recommended.. If you have any questions, please do not hesitate to contact us.

Sincerely,

David Ball, P.E.

DB:lt:1804
Enclosure

**Minutes of September 4, 2007
Mayor and Board of Aldermen**

CHANGE ORDER

No. 2

Dated 8/27/2007

Owner's Project No. _____ Engineer's Project No. 1804

Project Public Works Building Repairs

Owner City of Long Beach

Contractor HCC, Inc. Contract Date 4/4/2007

Contract For _____

To: HCC, Inc.

Contractor:

Your are directed to make the changes noted below in the subject contract:

Owner City of Long Beach

By _____

Date _____

Nature of the Change

1. Provide all labor and materials to include one service door to south side of new pole building.

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	\$ <u>97,624.00</u>
Contract Price Prior to This Change Order	\$ <u>99,238.00</u>
Net Increase Resulting from this Change Order	\$ <u>580.00</u>
Current Contract Price Including This Change Order	\$ <u>99,818.00</u>

**Minutes of September 4, 2007
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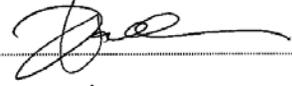
Contract Time Prior to This Change Order _____ 140 _____ Calendar Days.
Net (Increase) (Decrease) Resulting From This Change Order _____ - _____ Calendar Days.
Current Contract Time Including This Change Order _____ 140 _____ Calendar Days.

The Above Changes Are Approved:

A. Garner Russell & Associates, Inc.
ENGINEER

by _____

Date _____


8/28/07

The Above Changes Are Accepted:

HCC, Inc.
CONTRACTOR

by _____

Date _____

Minutes of September 4, 2007 Mayor and Board of Aldermen

PROJECT NO. 1804

ATTACHMENT TO CHANGE ORDER NO. 2

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT EXTENSION	QUANTITY THIS C.O.	EXTENSION THIS C.O.	REVISED CONTRACT QUANTITY	EXTENSION TO DATE
a	Roofing, siding and vinyl-backed insulation (restroom)	1 LS	\$ 24,224.00	\$ 24,224.00			1	\$ 24,224.00
b	Cinder Block Wall	1 LS	\$ 11,500.00	\$ 11,500.00			1	\$ 11,500.00
c	Electrical	1 LS	\$ 2,200.00	\$ 2,200.00			1	\$ 2,200.00
d	Piping	1 LS	\$ 1,600.00	\$ 1,600.00			1	\$ 1,600.00
e	Flooring, Ceiling Tile Drywall, Interior Insulation (office)	1 LS	\$ 17,600.00	\$ 17,600.00			1	\$ 17,600.00
f	Pole Building No. 1	1 LS	\$ 38,300.00	\$ 38,300.00			1	\$ 38,300.00
g	Pole Building No. 2	1 LS	\$ 2,200.00	\$ 2,200.00			1	\$ 2,200.00
C.O1.-c	Electrical	1 LS	\$ 992.00	\$ 992.00			1	\$ 992.00
C.O1.-d	Pole Building No. 1	1 LS	\$ (1,290.00)	\$ (1,290.00)			1	\$ (1,290.00)
C.O1.-h	Paint new metal wall panies to match existing panels	1 LS	\$ 1,912.00	\$ 1,912.00			1	\$ 1,912.00
C.O.2-	Service Door to Pole Building No. 1	0 LS	\$ 580.00	\$ 0.00	1	\$ 580.00	1	\$ 580.00
				\$ 99,238.00				
						\$ 0.00		\$ 99,818.00

Based upon the recommendation of Mr. Ball, Alderman Notter made motion seconded by Alderman Holder and unanimously carried to approve Change Order Number 2, HCC, Inc., Public Works Building Repairs, as set forth above.

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

Minutes of September 4, 2007 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, 2007



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

**RE: Proposed Change Order Number 1 –
Repairs to Long Beach Smallcraft Harbor – Phase 2**

Gentlemen:

As work on this contract got underway, it became apparent that there were more damaged piles and substructure timbers than were provided for in the contract, especially concentrated around Pier 3. Furthermore, it became apparent that it would be very expensive to rebuild Pier 3 to its pre-Katrina condition, which did not conform to the City's standard design for a pier. After several meetings with MEMA personnel, it was decided to rebuild Pier 3 according to our standard design, but that the funding for Pier 3 would be "capped" at the eligible costs for the Pier according to the FEMA Project Worksheet. This should not be a problem, because our estimates indicate that rebuilding Pier 3 to its pre-Katrina condition would be more expensive than building it to our standard design. In the worst case scenario, any shortfalls in funding would be paid from the City's Tidelands grant funds.

While these decisions were being made by the City and MEMA personnel over the course of about 75 days, the Contractor was very much "on-hold" and awaiting an answer on how to proceed. The Contractor wrote a letter requesting that additional time be granted, in light of the delays he faced before receiving a "go-ahead", and additional delays in obtaining extra materials. His letter is included with the attached proposed Change Order No. 1, which grants additional quantities for the repairs and which grants additional time in accordance with his requests.

This Contractor has been very faithful to the work in Long Beach, and we feel confident that his request is merited and deserves consideration. We also feel sure, based on the Contractor's performance on the previous phase of work in the Harbor, that he will work diligently to complete this work by or before the new contract date, if extended. In short, we recommend approval of the Change Order at this time, so that the work at the Harbor can proceed without additional delay.

Sincerely,

David Ball, P.E.

DB:1775-II
Enclosure

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Page 1 of 1

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CHANGE ORDER

No. 1

Dated 8/29/2007

Owner's Project No. _____ Engineer's Project No. 1775-II

Project Repairs to Long Beach Smallcraft Harbor Phase 2

Owner City of Long Beach

Contractor Vice Construction, Inc. Contract Date 5/2/2007

Contract For Entire Project

To: Vice Construction, Inc.

Contractor:

You are directed to make the changes noted below in the subject contract:

Owner City of Long Beach

By _____

Date _____

Nature of the Change

1. Add contract quantities to replace items damaged by Hurricane Katrina, but not included in the original contract.
2. Add contract time in accordance with the attached letter from the contractor. He was delayed in construction while FEMA determined the eligibility of the required work.

Enclosures:

1. Contractor's request for additional time.

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$	<u>743,302.00</u>
Net (Increase) (Decrease) Resulting from this Change Order	\$	<u>53,563.00</u>
Current Contract Price Including This Change Order	\$	<u>796,865.00</u>

NSPE 1910-8-B (1970 Edition)

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Professional Engineers

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Contract Time Prior to This Change Order	<u>120</u>	Calendar Days.
Net (Increase) (Decrease) Resulting From This Change Order	<u>75</u>	Calendar Days.
Current Contract Time Including This Change Order	<u>195</u>	Calendar Days.

The Above Changes Are Approved:

A. Garner Russell & Associates, Inc.
ENGINEER

by _____

Date _____

The Above Changes Are Accepted:

Vice Construction, Inc.
CONTRACTOR

by _____

Date _____

Minutes of September 4, 2007 Mayor and Board of Aldermen

PROJECT NO. 1775 II
Page 3 of 3

ATTACHMENT TO CHANGE ORDER NUMBER 1

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	QUANTITY TO DATE	EXTENSION TO DATE
1-A1	DEMOLITION - DECK & BROKEN PILES & SUBSTRUCTURE - PIER 2	1 L.S.	\$28,340.00	\$28,340.00	0	\$0.00	1	\$28,340.00
1-A2	DEMOLITION - DETERIORATED PILES & SUBSTRUCTURE - PIER 2	1 L.S.	\$25,070.00	\$25,070.00	0	\$0.00	1	\$25,070.00
1-B	DEMOLITION - PIER 3	1 L.S.	\$20,000.00	\$20,000.00	0	\$0.00	1	\$20,000.00
1-C	DEMOLITION - PIER 4	1 L.S.	\$8,000.00	\$8,000.00	0	\$0.00	1	\$8,000.00
2-A	10" x 30' PILE	5 EA.	\$763.00	\$3,815.00	8	\$6,104.00	13	\$9,919.00
2-B	12" x 35' PILE	61 EA.	\$872.00	\$53,192.00	22	\$19,184.00	83	\$72,376.00
3-A	WOOD TIMBER PIER SUBSTRUCTURE	6,514 B.F.	\$32.50	\$211,705.00	870	\$28,275.00	7,384	\$239,980.00
4-A	WOOD PIER DECKING, 6' WIDE DECK	382 L.F.	\$41.50	\$15,853.00	0	\$0.00	382	\$15,853.00
4-B	WOOD PIER DECKING, 10' WIDE DECK	554 L.F.	\$53.50	\$29,639.00	0	\$0.00	554	\$29,639.00
4-C	FINGER PIER	25 EA.	\$1,962.00	\$49,050.00	0	\$0.00	25	\$49,050.00
5-A	MAIN POWER SERVICE	1 L.S.	\$61,171.00	\$61,171.00	0	\$0.00	1	\$61,171.00
5-B	DOUBLE 30A RECEPTACLE BOX WITH WIRING	77 EA.	\$2,652.00	\$204,204.00	0	\$0.00	77	\$204,204.00
5-C	LIGHT ASSEMBLY	15 EA.	\$635.00	\$9,525.00	0	\$0.00	15	\$9,525.00
6-A	WATER DISTRIBUTION SYSTEM - PIER 2	1 L.S.	\$8,720.00	\$8,720.00	0	\$0.00	1	\$8,720.00
6-B	WATER DISTRIBUTION SYSTEM - PIER 3	1 L.S.	\$9,538.00	\$9,538.00	0	\$0.00	1	\$9,538.00
6-C	WATER DISTRIBUTION SYSTEM - PIER 4	1 L.S.	\$2,180.00	\$2,180.00	0	\$0.00	1	\$2,180.00
7-A	CHAIN LINK FENCE GATE - PIER 2	1 L.S.	\$1,100.00	\$1,100.00	0	\$0.00	1	\$1,100.00
7-B	CHAIN LINK FENCE GATE - PIER 3	1 L.S.	\$1,100.00	\$1,100.00	0	\$0.00	1	\$1,100.00
7-C	CHAIN LINK FENCE GATE - PIER 4	1 L.S.	\$1,100.00	\$1,100.00	0	\$0.00	1	\$1,100.00
				TOTALS:		\$743,302.00		\$796,865.00

Minutes of September 4, 2007 Mayor and Board of Aldermen



K & G Crane and Marine Services, Inc.
 24203 Bilbo Road
 Vancleave, MS 39565
 Tel 228-381-1661 fax 228-826-1164

August 21, 2007

GR	
JC	
JO	
DR	
SB	SB
DB	DB
JaO	
F	

A. Garner Russell & Associates
 520 33rd Street
 Gulfport, MS. 39507

Attention: David Ball

Subject: Request for time extension on Hurricane Katrina repairs ph 2 Long Beach Harbor

Mr. Ball,

K&G Crane and Marine Services Inc.(Vice Construction) is requesting an extension of 75 days from the original approved September 25th completion date for repairs to Long Beach Smallcraft Harbor phase 2.

This extension is required due to delays in reaching final approval for repairs associated with pier 3. On June 21st we were put on hold for repairs related to pier 3 pending final approval.

This has severely impacted our original schedule to complete the repairs to the Harbor. Demolition of the section of pier 3 in question was about to commence when we were requested to stop and put on hold. Manning and equipment had to be reassigned to other projects and activities.

We finally received the scope of needed repairs Monday, August 20th and were given notice to proceed. The section of pier 3 put on hold has impacted all repair activities. Equipment and manning must be repositioned for demolition, piling must be ordered (delivery is 14 working days) and set, substructure installed just to facilitate the installation of plumbing and electrical services. All of these activities have been delayed and not scheduled for repair due to the hold notice.

Crews and equipment originally scheduled and manned for this repair 60 days ago must be rescheduled and mobilized to complete repairs

We are asking for the completion date to be extended to Monday, Dec. 10th, 2007. This will allow for material delivery and rescheduling of needed resources. We commit to keeping resources dedicated to completing this project as timely as possible, but feel additional time is needed.

Thank you for support and if you should have any questions, please call me at (228) 381-1661.

Sincerely,

Joseph Schmidt
 K&G Crane and Marine Services Inc.

Based upon the recommendation of Mr. Ball, Alderman Notter made motion seconded by Alderman Bennett and unanimously carried to approve Change Order Number 1, Vice Construction, Inc., Repairs to Long Beach Smallcraft Harbor – Phase 2, as set forth above.

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

Minutes of September 4, 2007
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 16, 2007

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

**RE: Architectural Services
Repairs & Retrofit to Fire Station Nos. 1 & 3**

Gentlemen:

We have received proposed Contracts from Dunn & Associates, P.A., who was selected to perform the design services for the referenced projects. After some discussion, Mr. Gary Dunn has broken this work into two separate Contracts for approval by the City. This will allow work to proceed separately in the event of any problems. The Contract utilizes the AIA Abbreviated Standard Form of Agreement, and the proposed compensation follows fairly closely with the FEMA fee curves. In short, we foresee no major problems with this Professional Services Contract.

Barring any problems with the Contracts per the City Attorney, we recommend approval, so that design work may begin as soon as possible.

Sincerely,

David Ball, P.E.

DB:K308-Fire Sta. 1 & 3
Enclosure

Minutes of September 4, 2007 Mayor and Board of Aldermen

1997 EDITION

AIA DOCUMENT B151-1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **SIXTEENTH** day of **AUGUST**
in the year **TWO THOUSAND SEVEN**
(In words, indicate day, month and year)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

CITY OF LONG BEACH
645 NORTH KLONDYKE ROAD
LONG BEACH, MS 39560

and the Architect:
(Name, address and other information)

DUNN & ASSOCIATES, P.A.
450 EAST PASS ROAD, SUITE 108
GULFPORT, MS 39507
(228) 896-1859 (voice)
(228) 897-2415 (fax)

For the following Project:
(Include detailed description of Project)

D&A PROJECT NO. 07-108B
REPAIRS AND RETROFIT TO
FIRE STATION NUMBER 3
JOHNSON ROAD
LONG BEACH, MS 39560

PROJECT SCOPE INCLUDES: REPAIRS TO METAL ROOFING SYSTEM; ROLL DOWN SHUTTERS; STRUCTURAL FRAME RE-INFORCEMENT STEEL BUTRESSES AND BRACING; REPLACE DAMAGED BAY DOORS; GENERATOR LIFT AND ENCLOSURE; STEEL SLEEVE DOOR BRACING; AND BUILDING REPAIRS

The Owner and Architect agree as follows.

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The American Institute
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1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

Minutes of September 4, 2007 Mayor and Board of Aldermen

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE (VERIFICATION AND VALIDATION)

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.



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Minutes of September 4, 2007

Mayor and Board of Aldermen

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or



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Minutes of September 4, 2007

Mayor and Board of Aldermen

continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.



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2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.



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2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.



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3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.



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3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits,



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determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.



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5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.



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6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall



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be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.



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8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

AND SUBJECT
TO THE PORTION
OF PARTIES'
INSURANCE
CONTRACTS, INCLUDING
BUT NOT LIMITED TO
PROVISIONS PERTAINING
TO SUBROGATION
RIGHTS



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9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses, incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- 1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- 2 fees paid for securing approval of authorities having jurisdiction over the Project;
- 3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- 4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- 5 renderings, models and mock-ups requested by the Owner;
- 6 ~~expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~
- 7 reimbursable expenses as designated in Article 12;
- 8 other similar direct Project-related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.



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10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 An Initial Payment of **ZERO** Dollars
(s **0.00**) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

BUILDING CLASSIFICATION TYPES PER ATTACHMENT NO. 1



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11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase: (VERIFICATION AND VALIDATION)	percent (20 %)	TWENTY
Design Development Phase:	percent (15 %)	FIFTEEN
Construction Documents Phase:	percent (40 %)	FORTY
Bidding or Negotiation Phase:	percent (5 %)	FIVE
Construction Phase:	percent (20 %)	TWENTY

Total Basic Compensation: one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

HOURLY BILLING RATES PER ATTACHED HOURLY BILLING RATE SHEET (ATTACHMENT NO. 2)

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

HOURLY BILLING RATES PER ATTACHED HOURLY BILLING RATE SHEET (ATTACHMENT NO. 2)



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11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **ONE & ONE QUARTER (1.25)** times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **ONE & ONE TENTH (1.10)** times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within **TWELVE (12)** months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **THIRTY (30)** days from the date of the Architect's invoice. Amounts unpaid **SIXTY (60)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

1.5% PER MONTH

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.



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ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

ATTACHMENT NO. 1: COMPUTATION OF BASIC COMPENSATION
ATTACHMENT NO. 2: HOURLY BILLING RATE SHEET

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)
DUNN & ASSOCIATES, P.A.

GARY L. DUNN, PRESIDENT

(Printed name and title)



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Type D: Projects of specialized character requiring a high degree of skill in design, containing large amounts of complex scientific mechanical and electrical equipment, such as aquariums, auditoriums, air control towers, art galleries, breweries, college buildings with special facilities, communications buildings, correctional and detention facilities, exposition buildings, hospitals, laboratories, observatories, theaters and veterinary hospitals. All historical facilities requiring complete restoration, except historical facilities being repaired only are a C classification.

Type E: Projects of detail character requiring elaborate planning and execution and devoid of repetition, such as mausoleums, memorials, monuments, residences, and specialized decorative buildings.

The Owner shall pay the Professional a fee calculated as a percentage of construction cost derived from a basic fee formula of a fixed number (X) divided by the common logarithm of the actual construction cost C. The formulas for each building classification are as follows:

A Fee percentage formula – $35/\text{Log } C$	A Fee amount formula – $C (35)/(\text{Log } C)$
B Fee percentage formula – $40/\text{Log } C$	B Fee amount formula – $C (40)/(\text{Log } C)$
C Fee percentage formula – $42/\text{Log } C$	C Fee amount formula – $C (42)/(\text{Log } C)$
D Fee percentage formula – $44/\text{Log } C$	D Fee amount formula – $C (44)/(\text{Log } C)$
E Fee percentage formula – $46/\text{Log } C$	E Fee amount formula – $C (46)/(\text{Log } C)$

ATTACHMENT NO. 1

COMPUTATION OF BASIC COMPENSATION

Compensation for basic services shall be a percentage of construction cost based on each awarded Project Construction Contract for which the Professional provides services and in accordance with Article 6.

The building classification as defined below for the Project shall be:

 A B X C D E

 The Project does not embrace substantial renovation and/or repairs and the total fee shall be the basic fee shown below in Percentage of Construction Cost.

 X The Project does embrace substantial renovation and/or repairs and the total fee shall be 115% of the basic fee shown below in Percentage of Construction Cost.

Percentage of Construction Cost:

When the Project fee is based on a percentage of construction cost, the basic building shall be classified as one (1) of five (5) types. Only the Owner and Program Manager shall be responsible for deciding in which classification the Project falls as indicated above. The building classifications are:

Type A: Projects of simple, utilitarian character without complication or detail and with a high degree of repetition, such as parking structures, garages, loft type structures, warehouses (exclusive of automated equipment), industrial buildings and farm structures.

Type B: Project of simple character requiring normal attention to design, detail, and with moderate repetition, such as armories, apartments, bakeries, cold storage facilities, exhibition halls, freight facilities, hangers, manufacturing, industrial plants, motels, office buildings (without tenant improvements), packaging and processing plants, printing plants, public markets, roads, skating rinks and service garages.

Type C: Projects of conventional character requiring normal attention to design and detail, complete with complete mechanical and electrical systems, such as bridges, cinema, college classroom facilities, conventional facilities, dining halls (institutional), dormitories, fire stations, gymnasiums*, hotels, laundries and cleaning facilities, marinas, nursing homes, office buildings (with tenant improvements), parks, playground and recreational facilities, police stations, post offices, publishing plants, restaurants, schools (elementary and secondary), specialty shops, stadiums, transportation terminals, welfare buildings, neighborhood centers and similar recreational facilities, banks, exchanges and other financial institutions, extended care facilities, libraries, medical schools, medical office facilities and clinics, mental institutions, mortuaries, public health centers, religious facilities, research facilities, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-station and primary and secondary distribution systems.

* Simple, prefabricated-pre-engineered, minimum types shall be classified under Classification B.

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Mayor and Board of Aldermen**

ATTACHMENT NO. 2

**HOURLY RATES
FOR ADDITIONAL SERVICES FOR THE
CITY OF LONG BEACH, MISSISSIPPI**

AUGUST 15, 2007

Principal & Senior Architect	\$110.00
Project Designer	\$ 85.00
Estimator	\$ 85.00
Specification & Report Writer	\$ 85.00
Construction Administrator (RPR)	\$ 80.00
CAD Technician	\$ 70.00
Clerical	\$ 40.00

**CONSULTANTS
Civil * Structural * Mechanical * Plumbing * Electrical**

Principal Engineer (P.E.)	\$140.00
Staff Engineer (P.L.)	\$110.00
Engineer (E.I.T.)	\$ 85.00
CAD Technician	\$ 70.00
Clerical	\$ 40.00

These hourly rates are subject to an annual increase of up to 5%.

Based upon the recommendation of Mr. Ball, Alderman Bennett made motion seconded by Alderman Lishen and unanimously carried to approve the contract, with amendments by the City Attorney, for Architectural Services, Repairs and Retrofit to Fire Station Numbers 1 and 3, Dunn and Associates, P. A., all as set forth above.

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve Police Department education pay as follows:

Police Officer 1st Class Shawn Penny, Associates Degree, \$50.00 per month, retro-effective August 1, 2007;

Police Officer 1st Class Michael Plavidal, BA/BS Degree, \$75.00 per month, retro-effective June 1, 2007.

**Minutes of September 4, 2007
Mayor and Board of Aldermen**

Alderman Holder made motion seconded by Alderman Bennett to approve the Beer Permit Application as submitted by Patricia Hibbard, Ziggy's, 100 Jeff Davis Avenue, contingent upon compliance with all city ordinances and regulations and state laws.

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

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

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

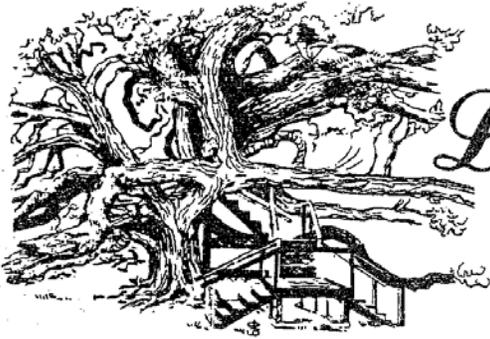
Alderman Holder made motion seconded by Alderman Boggs and unanimously carried to authorize advertisement for annual public works bids, "PVC SEWER PIPE & FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT & GATE VALVES"; "CRUSHED LIMESTONE"; "READY MIX CONCRETE"; said bids to be opened October 2, 2007.

There came on for consideration two (2) requests for reimbursement for sewer backup damages, Maya Chugani, 105 Sedgewick Drive, and Lillie Humphreys, 500 Hickory Drive, were taken under advisement for further review and consideration at the next regular meeting, September 18, 2007.

Based upon the recommendation of Library Director Jeannie Ripoll, Alderman Boggs made motion seconded by Alderman Lishen and unanimously carried to approve the part-time hire of Rebecca Sanzin, Library Clerk, effective September 16, 2007, at the rate of \$9.50 per hour.

**Minutes of September 4, 2007
Mayor and Board of Aldermen**

There came on for consideration a letter from Library Director Jeannie Ripoll, as follows:



209 Jeff Davis Avenue

*Long Beach Public
Library*

August 30, 2007

To: Mayor Billy Skellie and Board of Aldermen

Re: Door between children's and adult libraries

Prior to Katrina, I realized that we needed a noise buffer between the two libraries. I had been talking to the Library Board about getting a glass door installed with the Friends paying for the installation; the Board gave its approval. Larosa Glass will install the safety door with safety windows on each side for a cost of \$2,700 which the Friends are still willing to pay. I am respectfully requesting that you approve the change in this city building, so that we may better serve all the citizens of Long Beach.

Thank you for your consideration in this matter.

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

Jeannie Ripoll, Director

Telephone 863-0711

Long Beach, Mississippi 39560

Upon discussion, Alderman Notter made motion seconded by Alderman Bennett and unanimously carried to approve the erection of a glass door as set forth above.

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

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, FIXING AND LEVYING THE AD VALOREM TAXES ON TAXABLE PROPERTY WITHIN THE CITY OF LONG BEACH, MISSISSIPPI, AND WITHIN THE LONG BEACH PUBLIC SCHOOL DISTRICT WITH ADDED TERRITORY AS CONTAINED IN THE ASSESSMENTS AS OF JANUARY 1, 2007, AS PROVIDED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS PROVIDED BY LAW, AND UPON THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE AS MADE ACCORDING TO THE PROVISIONS OF THE "MOTOR VEHICLE AD VALOREM TAX OF 1958" AS AMENDED, AND UPON ASSESSMENT OF PUBLIC UTILITIES PROPERTIES MADE BY THE STATE TAX COMMISSION, EXCEPT AS TO SUCH VALUES AS MAY BE EXEMPT, IN WHOLE OR IN PART, FROM CERTAIN LEVIES BY LAWS OF THE STATE OF MISSISSIPPI AND FOR RELATED PURPOSES

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

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

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

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

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

(E) Time is of the essence that the Governing Body of the Municipality fix and establish the ad valorem tax levies for the municipality and for said District on taxable property as shown upon

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the Land and Personal Property Assessment Rolls furnished or to be furnished the Municipality by said Board of Supervisors of Harrison County, Mississippi, as provided by law and as the same may be corrected and/or amended, as further provided by MCA §21-33-10; all for the immediate preservation of the public peace, health and safety for providing immediate and necessary water and sewer services, police and fire protection, health and morals of public school students, for the immediate and temporary preservation of order and of the public health and safety.

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

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

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

SECTION 1. TAX LEVY

That an ad valorem tax of 108.73 mills be, and the same is hereby made, fixed and levied and declared for the year, 2007, upon each dollar of assessed valuation of all taxable property as of January 1, 2007, within the corporate limits of the City of Long Beach, Mississippi (the "Municipality") and within the Long Beach Public School District with added territory (the "District"), as the same is now assessed and listed, or as the same may be hereafter assessed and listed or corrected or amended and furnished to the Municipality by the Board of Supervisors of Harrison County, Mississippi, upon the Real and Personal Property Assessment Rolls of said Municipality and District for the year, 2007, and upon the assessment of motor vehicles as made according to the provisions fo the "Motor Vehicle Ad Valorem Tax Act of 1958", as amended, as shown on the Uniform Motor Vehicle Assessment Schedule for the Municipality and District for the year, 2007-2008 as adopted by the Municipality, and upon all of the Public Utilities Properties assessed by the State Tax Commission in said Municipality and District; all taxable according to law, in the amount of mills or fractional parts of mills, and for the purposes hereinafter set forth and as follows:

AD VALOREM TAX LEVY FOR THE MUNICIPALITY

(A) FOR GENERAL REVENUES AND GENERAL IMPROVEMENTS:

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(a) and 27-39-307]	45.08 Mills
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Mayor and Board of Aldermen**

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

Upon all taxable property within the corporate limits of the
Municipality [Authority: MCA §§ 21-33-45(d) and (e), and 21-33-87] 3.90 Mills

TOTAL LEVY OF TAXES FOR MUNICIPAL PURPOSES 48.98 Mills

AD VALOREM TAX LEVY FOR THE LONG BEACH PUBLIC SCHOOL DISTRICT

(C) FOR SCHOOL DISTRICT MAINTENANCE:

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

(D) FOR SCHOOL BUILDING PROGRAM:

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

(E) FOR SCHOOL SHORTFALL NOTE

Upon all taxable property within the corporate limits of the
Municipality and within the added territory of the District a
special levy to pay the principal of and interest on School District
indebtedness incurred as of July 17, 2006, as approved in the
resolution adopted by the Board of Trustees of the Long Beach
School District on June 23, 2006, pursuant to MCA § 37-57-108
in order to fund a shortfall in ad valorem tax collection on behalf of
the District for the 2005-2006 school year, in the amount of \$220,386.88
[Authority: MCA §§ 21-33-45(b) and MCA 37-57-108] 1.75 Mills

TOTAL TAX LEVY FOR SCHOOL PURPOSES 59.75 Mills
TOTAL LEVY OF AD VALOREM TAXES FOR MUNICIPAL
AND SCHOOL DISTRICT PURPOSES: 108.73 Mills

SECTION 2. COLLECTION OF TAX

That the above rates or levies, in mills or in decimal fractions thereof, shall be collected by

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the Tax Collector of the Municipality, by and through the Harrison County Tax Collector pursuant to contract with the Municipality, upon each dollar of assessed valuation of the Real and Personal Property Assessment Rolls of the Municipality and of the District as of the 1st day of January, 2007, and the ensuing year, and as said rates or levies are hereinabove respectively fixed, levied and declared, save and except as to such values as may be exempt, in whole or in part, as provided by the applicable laws of the State of Mississippi; and that the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of Harrison County, Mississippi, upon the motor vehicle assessments as contained upon the Uniform Motor Vehicle Assessment Schedule adopted by the Municipality, and/or the Board of Supervisors of Harrison County, Mississippi, as provided by law.

SECTION 3. FUNDS

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

SECTION 4. RESOLUTION, CERTIFIED COPIES

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

SECTION 5. EFFECTIVE DATE

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

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

Alderman Richard Notter	voted Aye
Alderman Richard Burton	voted Aye
Alderman Charles Boggs	voted Aye
Alderman Richard Bennett	voted Aye
Alderman Allen D. Holder, Jr.	voted Aye

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Alderman Mark Lishen
Alderman Joseph McNary

voted Aye
voted Absent, Not Voting

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 4th day of September, 2007.

APPROVED:

WILLIAM "BILLY" SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

Minutes of September 4, 2007

Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up for consideration the matter of final approval and adoption of the Municipal Budget for the fiscal year beginning October 1, 2007, and ending September 30, 2008, and for related purposes. After a discussion of the subject, Alderman Holder offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, SETTING FORTH ANTICIPATED REVENUES AND EXPENDITURES OF SAID CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007, AND ENDING ON SEPTEMBER 30, 2008; APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE CITY FOR SAID FISCAL YEAR; APPROPRIATING FUNDS FOR SAID BUDGET; AND FOR RELATED PURPOSES.

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

(A) Pursuant to the provisions of MCA §21-35-5, the Governing Body of the Municipality prepared or caused to be prepared a complete budget of the municipal revenues, expenses, and working cash balances for the next fiscal year, including the amount to be raised by levy of ad valorem taxes, sales, fines and forfeitures, and other sources for the ensuing fiscal year beginning October 1, 2007 and ending September 30, 2008; and said Governing Body has further prepared a statement showing the aggregate revenues collected during the current fiscal year in the Municipality for municipal purposes, which statement shows every source of revenue along with the amount derived from each source;

(B) The Governing Body, on the 4th day of September, 2007, in regular meeting duly assembled, did adopt that certain resolution entitled, "A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN PROVIDING FOR A PROPOSED MUNICIPAL BUDGET FOR THE CITY OF LONG BEACH, MISSISSIPPI, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007, AND ENDING SEPTEMBER 30, 2008, PROVIDING FOR A PUBLIC HEARING TO GIVE THE GENERAL PUBLIC AN OPPORTUNITY TO MAKE ORAL OR WRITTEN COMMENT ON THE TAXING AND SPENDING PLAN INCORPORATED IN SAID BUDGET, PROVIDING FOR NOTICE OF SUCH PUBLIC HEARING, AND FOR RELATED PURPOSES", which resolution is hereby expressly referred to in aid of and as a part of this resolution;

(C) Pursuant to the aforesaid resolution a copy of said proposed Municipal Budget in detail was filed and remained on file in the office of the City Clerk at the City Hall in the Municipality and at the Long Beach Mayor's Office at City Hall in the Municipality for public inspection and examination during business hours as provided in the said resolution;

(D) Notice of the Budget Hearing provided for in the said resolution to be held at the Long Beach School District Central Office in said Municipality at 5:30 o'clock p.m. on Tuesday, August

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21, 2007, together with a summary of the proposed Municipal Budget was published in *The Sun Herald*, a newspaper qualified under the provisions of MCA §13-3-31, which newspaper is published in Harrison County, Mississippi, wherein the Municipality is located, and has a general circulation in said Municipality; such publication having been made in said newspaper in the issue of July 24 and August 13, 2007, proof of publication of which notice with clipping attached is on file in the office of the City Clerk of the Municipality;

(E) The Governing Body of the Municipality did meet at the Long Beach School District Central Office Building in the Municipality at 5:30 p.m. on Tuesday, August 21, 2007, the date fixed for holding of said public hearing, and did hold such hearing on the taxing and spending plan incorporated in the aforesaid proposed Municipal Budget; at which hearing all persons and the general public were given an opportunity to be heard and to make oral or written comment on the taxing and spending plan incorporated in said proposed Municipal Budget for Municipality for the ensuing fiscal year; and

(F) At and after the aforesaid public hearing the Governing body did provide for amendments to said Municipal Budget, and thereafter, on the 4th day of September, 2007, at least one (1) week following the said public hearing, the said Municipal Budget was finalized, which final Municipal Budget for the Municipality for the fiscal year beginning October 1, 2007, and ending September 30, 2008, should be now finally approved and adopted and appropriations therefore made in words and figures made a part of this resolution as hereinafter set forth.

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

SECTION 1. Adoption of Municipal Budget

The Municipal Budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2007, of anticipated revenues and the estimated expenditures for the said fiscal year be, and the aforesaid Municipal Budget is finally approved and adopted as and for the Municipal Budget for the Municipality in words and figures as follows:

See Attached Exhibit "A"

SECTION 2. Appropriations

The amounts, respectively, hereinabove in Section 1 set forth as anticipated revenues and the corresponding anticipated expenditures in each of the funds and categories as authorized to be expended, be, and the same are hereby, appropriated for the purposes and in the amounts

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Mayor and Board of Aldermen

hereinabove set forth, as and for the Municipal Budget Appropriation of Revenues and Expenditures to be made for the fiscal year, October 1, 2007, through September 30, 2008.

SECTION 3. Publication of Budget

As provided by MCA §21-35-5, the Budget Summaries as hereinabove in Sections 1 and 2 set forth in the Municipal Budget aforesaid, shall be published one (1) time in The Sun Herald, a newspaper qualified under the provisions of MCA §13-3-31, published in Harrison County, Mississippi, having a general circulation in the city of Long Beach, Mississippi, there being no newspaper published in the Municipality so qualified to publish legal notices.

SECTION 4. Repeal of Conflicting Resolutions

All orders and resolutions of the Governing Body of the Municipality in conflict with the provisions of this resolution are hereby modified, rescinded and repealed to the extent of such conflict.

SECTION 5. Effective Date

It being necessary and in the public interest that appropriations for the fiscal year beginning October 1, 2007, be made and expenditures thereof authorized in order to provide necessary municipal services, including services, sewer services, fire protection services, police protection services, and other proper municipal purposes and in order to provide for the immediate and temporary preservation of the public peace, and the immediate preservation of order and of the public health and safety and to provide for the general welfare of the community, this resolution shall take effect and be in full force and effect from and after its adoption.

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

Alderman Richard Notter

voted Aye

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 4th day of September, 2007.

APPROVED:


WILLIAM "BILLY" SKELLIE, JR., MAYOR

ATTEST:


REBECCA E. SCHRUFF, CITY CLERK

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CITY OF LONG BEACH, MISSISSIPPI - MUNICIPAL BUDGET				\$12 pr mo inc.		EXHIBIT "A"		
FISCAL YEAR 2007-2008	45.08 MILLS	3.90 MILLS						
REVENUES	GENERAL	DEBT.SRVC	DEBT.SRVC.	WATER/	PORT/	ENTERPRISE FUNDS		
SOURCE	GOVERNMENT	MUNICIPAL	SCHOOL	SEWER	HARBOR	CAPITAL	SPECIAL	TOTAL
						IMP FUNDS	REVENUE	
BEGINNING FUND BALANCE	-	79,819	105,270	-	215,174	153,587	848,883	1,402,533
BEGINNING FUND BALANCE-PD HURR GRANT	834,061	-	-	-	-	-	-	834,061
AD VALOREM - TOTAL CITY MILLS 48.98	3,527,689	305,784	-	-	-	-	-	3,833,473
PENALTIES/INTEREST	84,500	-	-	32,500	300	-	-	117,300
GENERAL SALES TAX	1,300,587	-	-	-	-	449,413	-	1,750,000
PRIVILEGE LICENSE	15,410	-	-	-	-	-	-	15,410
BUILDING PERMITS	396,385	-	-	-	-	-	-	396,385
PLUMBING PERMITS	78,455	-	-	-	-	-	-	78,455
ELECTRICAL PERMITS	43,910	-	-	-	-	-	-	43,910
FIRE INSPECTION FEES	10,000	-	-	-	-	-	-	10,000
CONTRACTOR LICENSE	9,000	-	-	-	-	-	-	9,000
VARIANCES/ZONING FEES/OTHER FEES	48,500	-	-	-	-	-	-	48,500
FRANCHISE CHARGES	522,965	-	-	-	-	-	-	522,965
GRANTS-								
LLEBG LOCAL LAW ENF BLOCK GRANT	5,000	-	-	-	-	-	-	5,000
HOMELAND SECURITY	50,000	-	-	-	-	-	-	50,000
SEATBELT	10,001	-	-	-	-	-	-	10,001
DUI	49,090	-	-	-	-	-	-	49,090
UNDERAGE DRINKING	8,000	-	-	-	-	-	-	8,000
SAFE SCHOOL	30,000	-	-	-	-	-	-	30,000
BJA COMPUTER GRANT	25,000	-	-	-	-	-	-	25,000
BULLET PROOF VESTS	12,000	-	-	-	-	-	-	12,000
VAWA 8SL2981/SALARY	34,250	-	-	-	-	-	-	34,250
BUILDING INSPECTOR	78,990	-	-	-	-	-	-	78,990
CDBG	-	-	-	-	-	-	-	-
HAZARD MITIGATION	-	-	-	-	-	-	-	-
FEMA/MEMA	-	-	-	-	-	-	-	-
LIBRARY INSURANCE GRANT	14,920	-	-	-	-	-	-	14,920
LIBRARY TELECOMMUNICATIONS	760	-	-	-	-	-	-	760
RECREATION GRANTS	47,110	-	-	-	-	-	-	47,110
DRUG SEIZURE FUNDS	-	-	-	-	-	-	-	-
POLICE COURT FINES	632,214	-	-	-	-	-	-	632,214
LIBRARY FINES/COPIES	3,670	-	-	-	-	-	-	3,670
STATE GRANT/IDELANDS	-	-	-	-	200,000	-	-	200,000
STATE MUNICIPAL AID-FUEL TAX	19,284	-	-	-	-	-	-	19,284
ABC LICENSES	12,825	-	-	-	-	-	-	12,825
HOMESTEAD DISTRIBUTION	95,766	9,334	-	-	-	-	-	105,100
REIMBURSE POLICE ACADEMY	12,000	-	-	-	-	-	-	12,000
HARRISON COUNTY ROAD TAX	103,570	-	-	-	-	-	-	103,570
HARRISON CO. RAIL CAR TAX	1,475	-	-	-	-	-	-	1,475
HARRISON COUNTY SUPPORT/LIBRARY	-	-	-	-	-	-	-	-
HARRISON COUNTY SUPPORT/SR.CITIZENS	-	-	-	-	-	-	-	-
HARRISON COUNTY SUPPORT/RECREATION	-	-	-	-	-	-	-	-
HARRISON CO. SUPPORT/DONATIONS	-	-	-	-	-	-	-	-
COPIES	575	-	-	-	-	-	-	575
RECREATION USER FEES	9,120	-	-	-	-	-	-	9,120
SUMMER RECREATION FEES	3,500	-	-	-	-	-	-	3,500
SR.CITIZEN NUTRITION FEES	5,000	-	-	-	-	-	-	5,000
RECREATION INSURANCE FEES	6,125	-	-	-	-	-	-	6,125
ADMINISTRATIVE FEE TRANSFERS	220,000	-	-	-	-	-	-	220,000
POLICE SERVICE REIMBURSEMENT	5,000	-	-	-	-	-	-	5,000
CEMETERY SALES/FEES	22,150	-	-	-	-	-	-	22,150
RENTAL INCOME	-	-	-	-	-	-	-	-
INTEREST EARNED	40,000	-	-	-	-	-	20,700	60,700
OTHER GIFTS.DONATIONS	-	-	-	-	-	-	-	-
MISC RECEIPTS	5,000	-	-	15,000	400	-	-	20,400
LOAN PROCEEDS	-	-	-	-	-	-	-	-
PROCEEDS OF NOTES	50,000	-	-	-	-	147,000	-	197,000
BOND PROCEEDS	-	-	-	-	-	-	-	-
INSURANCE PROCEEDS	-	-	-	-	-	-	-	-
SALE OF EQUIPMENT	16,000	-	-	-	-	-	-	16,000
SALE OF REAL ESTATE	-	-	-	-	-	-	-	-
WORKMAN'S COMP REBATE	4,000	-	-	-	-	-	-	4,000
FIRE PROTECTION REBATE	10,637	77,363	-	-	-	-	-	88,000
CONSUMER CHARGES	-	-	-	3580979	-	-	-	3,580,979
SANITATION FEES	-	-	-	757,250	-	-	-	757,250
WATER/SEWER TAP FEES	-	-	-	30,000	-	-	-	30,000
CAP.IMP. HIGH DENSITY W/S TAP FEES	-	-	-	-	-	-	-	-
HARBOR SLIP RENT	-	-	-	-	44,123	-	-	44,123
HARBOR STORE SALES	-	-	-	-	10,770	-	-	10,770
HARBOR LEASE INCOME	-	-	-	-	19,865	-	-	19,865
INTERFUND TRANSFER-WATER/SEWER	-	-	-	-	-	-	-	-
TOTAL REVENUES	8,514,494	472,300	105,270	4,415,729	490,632	750,000	869,383	15,617,808

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CITY OF LONG BEACH, MISSISSIPPI - MUNICIPAL BUDGET			EXHIBIT "A"		
FISCAL YEAR 2007-2008					
EXPENDITURES	10% RAISES		OTHER		
GENERAL FUND	Longevity inc		CHARGES/	CAPITAL	
	PERSONNEL	SUPPLIES	SERVICES	OUTLAY	TOTAL
ADMINISTRATION	368,619	9,050	37,475	-	415,144
MUNICIPAL OPERATIONS		5,095	1,535,078	-	1,540,173
MUNICIPAL COURT	216,799	8,980	281,489	-	507,268
POLICE	2,420,524	199,040	273,875	200,423	3,093,862
FIRE	1,786,231	45,375	105,500	77,363	2,014,469
INSPECTORS	124,765	4,545	46,300	-	175,610
STREET	-	75,100	101,730	3,200	180,030
VEHICLE MAINTENANCE		1,600	1,150	3,200	5,950
RECREATION	81,418	8,000	36,795	47,110	173,323
SENIOR CITIZENS	87,921	12,000	4,000	-	103,921
PARKS/CEMETERIES		100	2,325	7,000	9,425
LIBRARY	198,518	55,500	41,300	-	295,318
TOTAL GENERAL FUND	5,284,795	424,385	2,467,017	338,296	8,514,493
ENTERPRISE FUNDS					
WATER/SEWER OPERATION & MAINTENANCE	45,158	59,972	3,456,082	289,000	3,850,212
PORT/HARBOR	192,792	18,200	74,900	200,000	485,892
TOTAL ENTERPRISE FUNDS	237,950	78,172	3,530,982	489,000	4,336,104
CAPITAL IMPROVEMENT FUNDS					
CAPITAL IMPROVEMENTS-OTHER				603,000	603,000
CAPITAL IMPROVEMENT-DRAINAGE				-	-
CAPITAL IMPROVEMENT-MULTI-BUILDING				-	-
CAPITAL IMPROVEMENT-BRIDGE REPLACEMENT				147,000	147,000
TOTAL CAPITAL IMPROVEMENT FUNDS				750,000	750,000
CAPITAL IMPROVEMENT FUNDS-SPECIAL REVENUE					
CAPITAL IMPROVEMENT-W/S INFRASTRUCTURE				711,385	711,385
CAPITAL IMPROVEMENT - NEW FIRE STATION				157,998	157,998
TOTAL SPECIAL REVENUE				869,383	869,383
DEBT SERVICE FUNDS					
	BOND	BOND	NOTE	NOTE	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	TOTAL
MUNICIPAL	165,000	113,700	168,757	24,843	472,300
SCHOOL DISTRICT		OTHER	105,270		105,270
WATER/SEWER	31,750	12,705	357,345	109,374	511,174
TOTAL DEBT SERVICE FUNDS	196,750	126,405	631,372	134,217	1,088,744
TOTAL EXPENDITURES					15,558,724

The water and sewer rate increase ordinance was taken under advisement for consideration at the next regular meeting, September 18, 2007.

Alderman Holder made motion seconded by Alderman Burton and unanimously carried to schedule a work session, Tuesday, September 11, 2007, at 5:30 p.m., to discuss the animal control ordinance.

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Alderman Holder made motion seconded by Alderman Notter and unanimously carried granting an exemption from all municipal ad valorem taxes, except ad valorem taxes for school district purposes, in the amount of the lesser of Fifty Dollars (\$50.00) or the amount of ad valorem taxes due one (1) vehicle for eligible Mississippi active duty service members serving on active duty pursuant to military orders in Iraq or Afghanistan for the license tag registration year or portion of year during which the military service is being performed.

The Humane Society of South Mississippi contract was taken under advisement for further deliberation at the next regular meeting, September 18, 2007.

There came on for consideration a letter from Todd Hairston, Covington and Associates Corporation, as follows:

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COVINGTON AND ASSOCIATES CORP.
1636 Poppo Ferry Road, Suite M-6
Biloxi, MS 39532

PHONE: 228-398-0488
FAX: 228-398-0487
E-MAIL: todd@covingtonassociates.net

Mr. William Skellie Jr., Mayor
And City of Long Beach Board of Aldermen
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

Mr. Mayor and Board,

Covington and Associates Corporation, on behalf of RW Day Development, is formally requesting annexation of the property listed below into the City of Long Beach, MS. The subject property is adjacent to the City of Long Beach city limit on Canal Number 3 and on Beatline Road. The legal description of the subject property is:

Lots 24, 25, 28, 39, 40, 43, and 45, Andrews Land Company Subdivision; and those portions of Lots 26 & 27, Andrews Land Company Subdivision which lie North of Canal Number 3, as per the map or plat thereof on file and record in the office of the Chancery Clerk's for the First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION WARRANTY DEED BOOK 1486 PAGE 482

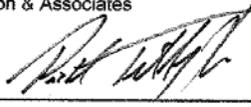
Those certain real property located in the First Judicial District of Harrison County, Mississippi, which is more particularly described as follows:

North one-half (N1/2) of Blocks (Lots) 8 & 10, Andrews Land Company Subdivision as per plat thereof of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi less and except the East 242 feet of the North 180 feet of Block (Lot) 8, Andrews Land Company Subdivision, Section 4, Township 8 South, Range 12 West, First Judicial District, Harrison County, Mississippi.

We appreciate your attention to this matter, and look forward to working with The City of Long Beach.

Regards,


Todd Hairston - 216-7983
Covington & Associates

Signed:  Property Owner 8/24/07 Date

DELIVERY:
1636 Poppo Ferry Road, Suite M-6
Biloxi, MS 39532

After considerable discussion, Alderman Bennett made motion seconded by Alderman Notter and unanimously carried to move forward with the friendly annexation as set forth above, directing Mr. Hairston to contact Sutter Waterworks regards to abandoning the water franchise for the property.

Alderman Notter made motion seconded by Alderman Boggs directing the City Attorney to prepare an ordinance mandating that the city set aside 5% of the budget for capital improvements commencing with the fiscal year 2008-2009 budget.

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

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

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

There was no report from the City Attorney.

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

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APPROVED:

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

Alderman Charles A. Boggs, Ward 1

Alderman Richard Notter, Ward 2

Alderman Richard Burton, Ward 3

Alderman Joseph McNary, Ward 4

Alderman Mark Lishen, Ward 5

Alderman Richard Bennett, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruff, City Clerk