

Minutes of September 18, 2007
Mayor and Board of Aldermen

Be it remembered that a public hearing before the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at 5:30 o'clock p.m. on Tuesday, the 18th day of September, 2007, in the Long Beach School District Central Office, 19148 Commission Road in said City and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

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

The public hearing to consider an appeal filed by Peggy Joyce Blakeney on building permit number #4367 as issued to Jerry's Lawnmower was called to order.

* * *

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on August 2, 2007, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

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

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PROOF OF PUBLICATION



STATE OF MISSISSIPPI
 COUNTY OF HARRISON

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

- Vol. 123 No., 329 dated 28 day of Aug, 20 07
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

AUG 29 2007

Casey Pearson
 Clerk

Sworn to and subscribed before me this 29 day of August, A.D., 20 07

Commission Expires on:
 October 15, 2007

Karen Shook
 Notary Public

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

* * *

The Clerk further reported that twenty-one (21) legal notices of public hearing were sent via certified mail, return receipt requested, to property owners with two hundred feet (200') of the subject property, nine (9) were received, nine (9) returned "undeliverable", and three (3) with no return at this time.

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

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Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to make the July 31, 2007, Planning Commission minutes a part of the record of this public hearing on file in the Office of the City Clerk.

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The Clerk apprised the Mayor and Board of Aldermen that all fees associated with this public hearing were paid in full by the appellant.

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The Mayor recognized Victor J. Franckiewicz, Jr., Attorney at Law, representing Peggy Joyce Blakeney in this appeal. Attorney Franckiewicz submitted for the record Exhibit "A", as follows:

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DK&S
DEUTSCH,
KERRIGAN
& STILES

EXHIBIT "A"

1203 Broad Avenue, Suite A
Gulfport, MS 39501
Main (228) 864-0161
Fax (228) 863-5278
vfrankiewicz@dkslaw.com
www.dkslaw.com

VICTOR J. FRANCKIEWICZ, JR.
Counselor at Law

March 6, 2007

VIA FAX: 228/865-0822
AND CERTIFIED MAIL
Office of the Building Official
c/o Ms. Mimi McMath
Zoning and Planning Commission
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

VIA FAX: 228/865-0822
The Honorable William Skellie, Jr.
Mayor, City of Long Beach
P.O. Box 929
Long Beach, MS 39560

VIA FAX: 228/367-1084
James C. Simpson, Esq.
Montgomery, Barnett, Brown, Read,
Hammond, and Mintz, L.L.P.
2304 19th Street, Suite 203
Gulfport, MS 39501

VIA FAX: 228/868-8900
Frank McCreary, Esq.
City Attorney, City of Long Beach
P.O. Box 987
Long Beach, MS 39550

BY MAIL
Ms. Conchetta L. Favre
406 Seal Avenue
Long Beach, MS 39560

BY MAIL
Mr. Johnny Favre
Jerry's Lawnmower
406 Seal Avenue
Long Beach, MS 39560

**Re: Appeal and Objection to #4367 Building Permit
Jerry's Lawnmower
DKS File: 00824-00001**

Ladies and Gentlemen:

On behalf of our client, Peggy Joyce Blakeney, and pursuant to the Long Beach Zoning Ordinance, including but not limited to Section 1204, this letter is Ms. Blakeney's

Deutsch, Kerrigan & Stiles, L.L.P.

New Orleans • Monroe • Gulfport • Hattiesburg

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formal appeal and objection to the decision of the Long Beach Building Official to issue a building permit for a new structure for Jerry's Lawnmower on Willow Lane. Our understanding is that the permit was released or granted to the applicant on February 7, 2007. On behalf of Ms. Blakeney, I faxed an objection to the permit and a notion of our intent to appeal. This letter provides the particulars of the appeal and objection.

According to the Zoning Ordinance, this appeal stays all proceedings in furtherance of the issuance of that permit, and therefore construction on the property of Jerry's Lawnmower must cease. Please advise us as soon as possible whether the city agrees to require work on the building to cease while this appeal is pending, so that Ms. Blakeney can determine whether further legal action by way of injunction will be necessary.

In accordance with Section 1205 of the Zoning Ordinance, Ms. Blakeney requests that the Zoning Board of Appeals fix a time for a hearing of this objection and appeal, and that the appropriate proceedings be had as required by law.

Section 1103 of the Zoning Ordinance requires certain information to be included in an application for a building permit. By a public records request dated February 8, 2007, we sought a copy of the permit application and the actual permit issued. We received the written response to that request on February 22, 2007. From the information provided, it is clear that the permit issued violates the Zoning Ordinance in at least the particulars described in this objection and appeal. It may violate other aspects of the Zoning Ordinance, or other city ordinances, in ways that are not disclosed by the application. Ms. Blakeney reserves her right to object and appeal on other grounds if more information is eventually provided. Nonetheless, Ms. Blakeney objects and appeals on the following non-exclusive defects in the permit:

1. The current application violates Section 1103 of the Zoning Ordinance because it does not provide the necessary information to determine whether the ordinance will be complied with. As described in more particulars below, information on off-street parking, off-street loading and unloading spaces, and green space is completely missing.
2. A commercial building is not allowed on Lot 6 because of the pendency of Ms. Blakeney's appeal of the city's

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interpretation that Lot 6 is zoned as commercial. Ms. Blakeney timely appealed and filed a bill of exceptions with respect to that determination, and because of the pendency of that appeal and bill of exceptions, it was improper to issue a building permit for any commercial structure on Lot 6.

3. The building violates the setbacks required in Section 901 of the Zoning Ordinance. That section requires a 25' setback from Willow Lane. The plan submitted for the Jerry's Lawnmower permit only shows 14'. Further, Section 901 requires a minimum 15' buffer area for commercial use along the property line adjoining a residential district, and requires a fence. The boundary of the R-1 Single Family Residential district north of the Jerry's Lawnmower site is along the southern right-of-way of Willow Lane. Therefore, even if the 25' setback from the street were not required, the 15' setback from this district would kick in, and a fence as a visual barrier must be erected along the north property line of the Jerry's Lawnmower property. The plans do not show such a fence.
4. The permit issued violates the off-street parking requirements in Section 801 of the Zoning Ordinance. The permit provides for a 7,500-square-foot building. The Zoning Ordinance's off-street parking regulations require one off-street space for every 300 square feet of gross floor area, which translates to 25 parking spaces for the proposed building. The ordinance requires that all spaces be paved, provided with wheel stops or curbs, and located off the right-of way. The building permit does not require any of this parking and therefore violates the Zoning Ordinance. Further, the layout of the building shown on the plan submitted by Jerry's Lawnmower suggests that parking may be located in front of the building on Willow Lane. The plan shows only a 14' setback off of Willow

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In addition to the Zoning Ordinance requirements, Ordinance No. 426 imposes certain green space obligations, and requires a 4'-wide green space between parking aisles. Further, that ordinance requires particular tree spacing. None of this is provided for in either the permit application or the permit as issued.

7. The permit violates Section 908 of the Zoning Ordinance, which prohibits more than one principal building plus its accessory buildings on each lot. It is unclear from the permit just what "lot" has been permitted. The ordinance requires that a structure and all of its required off-street parking, green space, accessory structures, loading area, etc. be located on the same lot or parcel. Judging from the permit application, it appears that the "lot" for purposes of the permit is all of Lots 4 through 12, except the southern 100' of Lots 8 through 12. Assuming this is the configuration, the lot would have two principal structures: the Jerry and Conchetta Favre house, and the Jerry's Lawnmower business. (This assumes that the existing Jerry's Lawnmower facility will be demolished; if it is not, there would be three principal structures on the lot.) If the lot is divided for the purposes of the permit to cure the problem with two principal buildings on the lot, the resulting split of the lot must itself conform to the ordinance, which would require the Favres' residence according to Section 901, the residential use by the Favres' house in the C-2 district would have to comply with the R-3 regulations.
8. The permit does not comply with Ordinance 533, the recent sign ordinance adopted by Long Beach on November 21, 2006. Nothing on the permit application indicates compliance with the sign ordinance, which includes certain setback requirements.

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In addition to the particulars described above, Ms. Blakeney objects to the issuance of any certificate of occupancy for the proposed building until all provisions of the Zoning Ordinance, and other related city ordinances, have been complied with. Section 1104 of the building ordinance prohibits a certificate of occupancy in this situation.

In further support of this objection and appeal, Ms. Blakeney submits the following information and attachments:

1. Name and address of appellant and abutting and opposite property owners of record:

Peggy Joyce Blakeney
109 Willow Lane
Long Beach, MS 39560
(Ms. Blakeney is the property owner opposite on Willow Lane.)

Long Beach Medi-Center Condo
LaRosa Road
Long Beach, MS 39530
c/o Nick B. Roberts, Jr.
Agent for Service
2301 14th Street, #720
P.O. Box 1116
Gulfport, MS 39501
(Abutting property to the south.)

George V. & Elaine Ellers Trustee
105 LaRosa Road
Long Beach, MS 39560
Mailing address:
18106 Allen Road
Long Beach, MS 395360
(Abutting property to the south.)

There are no other abutting property owners except the applicant/owner of the building proposed.

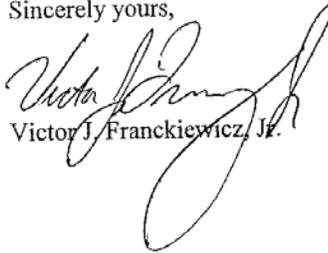
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2. The plan provided with Jerry's Lawnmower's original permit.
3. We incorporate here by reference all provisions of the Zoning Ordinance (No. 344, as amended, including but not limited to Ordinances 402, 426, and 533).

I stress that Ms. Blakeney remains willing to settle her objection and appeal of this building permit, as well as all related zoning matters, if the parties can come to an agreeable and enforceable result. We strongly urge the applicants of Jerry's Lawnmower as well as the city to choose this option. Meanwhile, please advise of the date that is set for a hearing before the Zoning Board of Appeals/Planning Commission.

Sincerely yours,



Victor J. Franckiewicz, Jr.

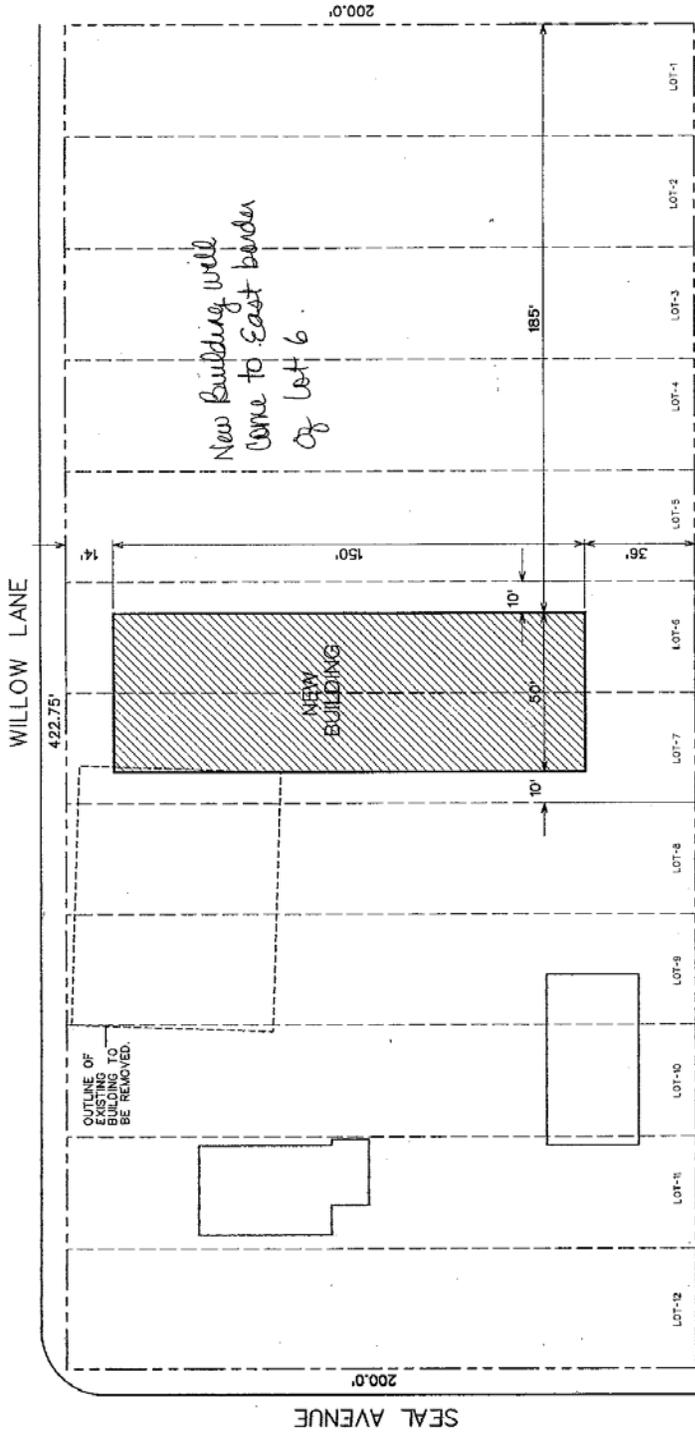
VJF/kt

City of Long Beach Appeal_03-06-07.wpd

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JERRY'S LAWNMOWER SALES AND SERVICE

LONG BEACH, MISSISSIPPI



SITE PLAN
 SCALE: 1" = 30'

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Attorney Franckiewicz expounded at great length regarding the letter submitted as Exhibit "A", set forth above.

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Upon further deliberation, Attorney Franckiewicz stated that in his opinion, the parking could not be addressed through a special exception use or variance.

*

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It was noted for the record that problems between the Blakeney's and Jerry's Lawnmower have existed for several years with numerous attempts at resolution, utilizing the Mayor's office and the services of Alderman Boggs for arbitration, to no avail.

Alderman Boggs stated that an agreement was reached, dictated and reduced to writing. Restrictive covenants were discussed, however, when the time came to sign the agreement, the restrictive covenants contained language granting the Blakeney's rights to enter the Favre's property, with cause, to initiate repairs and improvements providing the Favres were properly notified. This was unacceptable to the Favres, negotiations ceased and additional grievances surfaced. In addition, the Blakeney's are seeking the right to resolve any breach of the agreement directly through the courts, bypassing the city's authority through ordinances and regulations.

Attorney Franckiewicz contended that the Favres were aware of the restrictive covenants, however, the Blakeney's conceded on that issue and the entire zoning matter is very close to resolution.

* *

Upon further inquiries, Attorney Franckiewicz stated that the real issues are visual screening (store front facing Willow Lane); enforceability; and fences and gates.

* *

The Mayor recognized Eric Wooten, Attorney-at-Law, representing the Favre Family, Jerry's Lawnmower.

Attorney Wooten stated that his clients are in compliance with Article XI of the comprehensive zoning ordinance with regard to the issuance of building permits; the building permit issued for lot 6 is in compliance with the interpretation of the zoning map and boundary descriptions; they are in compliance with ARTICLE IX, Section 901 regarding setbacks; they are in compliance with ARTICLE VIII, Section 801 regarding, parking, off-street parking, loading and unloading; the green space provided is more than adequate; the privacy fence is presently being installed; as for enforceability, the Favres (Jerry's Lawnmower) can only be accountable for conditions and events that occur on their property and have no control over situations that may occur on city (public) property or easements and right-of-ways; they are in compliance with sign ordinance number 533.

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Attorney Wooten requested that the Mayor and Board of Aldermen approve the action taken by the Planning Commission upholding the decision of the Building Official to issue building permit number 4367 to Jerry's Lawnmower.

* * *

The Mayor recognized James C. Simpson, Jr., Attorney at Law, representing the City in this matter. Attorney Simpson stated that they were diligently working toward a resolution. Discussion was held regarding the installation of bollards to prevent roadside parking on the city easement. "No Parking, Tow Away Zone" signs could be erected and police called for violations.

* * *

The Mayor recognized Attorney Franckiewicz for rebuttal, who briefly reiterated his client's position.

* * *

The Mayor called for a show of hands from the audience in favor of the building permit issued to Jerry's Lawnmower and twenty-three (23) persons responded.

* * *

The Mayor called for a show of hands from the audience in opposition to the building permit issued to Jerry's Lawnmower and Attorney Franckiewicz responded, stating that if his clients were present, they, too, would respond.

* * *

There being no further testimony or deliberation, Alderman Bennett made motion seconded by Alderman Holder and unanimously carried to close the public hearing.

* * *

Based upon testimony heard and information obtained during the course of this public hearing, Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to approve the action taken by the Planning Commission upholding the decision of the Building Official to issue building permit number 4367 to Jerry's Lawnmower, noting for the record that the ten (10) day appeal time would commence upon the approval of these minutes on October 2, 2007.

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

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third 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, Joseph McNary, Mark Lishen, Richard Bennett, City Clerk Rebecca E. Schruuff and City Attorney Frank R. McCreary, III.

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

Alderman Bennett made motion seconded by Alderman Notter and unanimously carried to adopt Minute Book Number 59 as the next consecutive official minute book of the Mayor and Board of Aldermen.

The meeting was called to order and there were no announcements, presentations, proclamations or amendments to the Municipal Docket.

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on August 8, 2007, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, "ADVERTISEMENT FOR REQUEST FOR STATEMENTS OF QUALIFICATIONS", as evidenced by the Publisher's Proof of Publication.

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

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ADVERTISEMENT FOR REQUEST STATEMENTS OF QUALIFICATIONS
 The Mayor and Board of Aldermen of the City of Long Beach, in conjunction with the Mississippi Department of Transportation (MDOT), solicits Statements of Qualifications (SOQ) from consulting engineering firms interested in providing design engineering, construction engineering, right-of-way services and other related assistance for a proposed project which will include base repair, leveling, overlay with striping, signing and additional improvements of various streets in the City of Long Beach of approximately 17.5 miles to include 2.5 miles of Klondyke Road, 3 miles of Baseline Road, 1 mile of Pineville Road, 1 mile of Cleveland Avenue, 1 mile of E. Old Pass Road, 3 miles of Commission Road, 4 miles of Railroad Street, and 2 miles on Daugherty Road.
 The services to be provided by the selected firm will include:
 1. Development of route location documents in compliance with Federal Highway Administration Requirements.
 2. Field surveys and related documents.
 3. Design and preparation of construction drawings and specifications; and
 4. Complete construction engineering services.
 The project will consist of the complete design services, including field and geotechnical work for development of construction plans for the following project:
 To include base repair, leveling, overlay with striping, signing and additional improvements of various streets in the City of Long Beach of approximately 17.5 miles to include 2.5 miles of Klondyke Road, 3 miles of Baseline Road, 1 mile of Pineville Road, 1 mile of Cleveland Avenue, 1 mile of E. Old Pass Road, 3 miles of Commission Road, 4 miles of Railroad Street, and 2 miles on Daugherty Road.
 Design features which are required in the development of the environmental assessment and route location documents will be included in the project. In addition, hydraulic crossings along the route will be addressed to provide required drainage structures. Copies of the preliminary Scope of Work may be obtained from the City Clerk at the address below. Consulting firms interested in providing the required services are solicited to provide a SOQ that shall include the following:
 1. SOQ of the organization including resume of each principal member or associate of the firm; listing each person's experience and qualifications.
 2. The personnel they will have available for use on the proposed project, including, but not limited to, the number of engineers, draftsmen, mappers, computers, etc.
 3. The facilities they have, or propose for use on, the proposed project.
 4. A statement from the consultants that their organization is sufficiently staffed to perform the required consulting services with reasonable dispatch.
 5. A description of similar type work completed during the past five (5) years which qualifies the firm for this work.
 6. Standard GSA 254 form.
 7. A statement from the consultants to the effect that in the event that certain features on the proposed project are of such complexity and nature as to require specialized or expert assistance, whether their organization is sufficiently staffed with such specialists or if it will be necessary to associate with others, an if an association should be necessary, the name of such association.
 Responding firms who have

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Karen Shook who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Vol. 123 No., 318 dated 17th day of August, 2007
- Vol. 123 No., 325 dated 24th day of August, 2007
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

Karen Shook
 Clerk

Sworn to and subscribed before me this 27th day of August, A.D., 2007

KANDI A. BERKLEY
 Notary Public, State of Mississippi
 Harrison County
 My Commission Expires
 April 05, 2010

Kandi Berkley
 Notary Public

Printer's Fee \$ 150.48
 Furnishing proof of publication \$ 3.00
 TOTAL 153.48

* * *

The clerk further reported that five (5) bids were properly filed, as follows:

- Gulf States Engineering
 1816 Pass Road
 Gulfport, MS 39501
- Waggoner Engineering, Inc.
 14116 Customs Boulevard, Suite 108
 Gulfport, MS 39503
- Digital Engineering & Imaging, Inc.

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312 Coleman Avenue
Waveland, MS 39576

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

Thompson Engineering
711 Dr. Martin Luther King, Jr., Boulevard
Biloxi, MS 39530

Upon discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried authorizing the Mayor to appoint a selection committee to review the proposals, with a recommendation at the next regular meeting, October 2, 2007.

Alderman Notter made motion seconded by Alderman Holder and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated September 4, 2007, as submitted.

There came on for consideration the Planning Commission minutes dated September 13, 2007, and action was taken as follows:

Alderman Holder made motion seconded by Alderman Notter to approve said minutes with exception to the zone change application approved for Edward Wagner, 2004 West 2nd Street, scheduling a public hearing Wednesday, November 7, 2007, at 5:30 p.m.

Alderman Burton offered substitute motion seconded by Alderman Boggs to approve said minutes with exception to the zone change application approved for Edward Wagner, 2004 West 2nd Street, scheduling a public hearing Wednesday, November 7, 2007, at 5:30 p.m. and with exception to the cutting of two (2) oak trees until such time as an arborist acquaintance of Alderman Burton can examine the tree, pro-bono, to determine whether or not they can be preserved.

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	Nay
Alderman Allen D. Holder, Jr.	voted	Nay
Alderman Mark Lishen	voted	Nay

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fall within the category of high density developments as defined by Ordinance No. 230, as amended; and

That at least two developers have initiated steps to rebuild apartment complexes destroyed by Hurricane Katrina, which complexes also fall within the category of high density developments as defined by Ordinance No. 230; and

That the present schedule of Special High Density Water & Sewer Tapping Fees heretofore adopted by the Governing Body for high density developments has discouraged the development of affordable housing within the City, at a time when there is a dire need of additional affordable housing; and

The Governing Body desires to establish water and sewer tapping fees for developments defined as high density developments by Ordinance No. 230, which will encourage construction of much needed affordable housing within the Municipality; and

It is in the best interest of the City and its citizens to amend Section 30A of Ordinance No. 230, as Amended, which section establishes the Special High Density Water & Sewer Tapping Fee per Housing Unit in high density developments and same should be amended to fix the Special High Density Water & Sewer Tapping Fee for "High Density Developments" at \$839.00 per housing unit, and eliminate the escalating scale of such fees.

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

SECTION 1. Amendment of Section 30A, entitled, "Tapping Fees for High Density Developments, of Ordinance No. 230, as Amended.

Section 30A of Ordinance No. 230, as Amended, of the City of Long Beach, be, and the same is hereby amended in its entirety to read as follows:

"Section 30A. Tapping Fees for High Density Developments. For multiple family housing developments of any type including but not necessarily limited to apartments, condominiums, townhomes, hotels, motels, mobile home parks, and the like where the net number of independent family dwelling units on the site exceeds a density of 5 housing units per acre, the water and sewer tapping fees as established elsewhere will not apply. This applies whether the premises will

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remain under common ownership, or if individual housing units within the development will be sold independently. For these developments, the Developer of the project shall pay in lieu of any other tapping fees a Special High Density Water and Sewer Tapping Fee. The amount of this fee is established as follows:

<u>Housing Units per Acre</u>	<u>Special High Density Water & Sewer Tapping Fee per Housing Unit</u>
5 or greater	\$839

This Special High Density Water and Sewer Tapping Fee shall be paid by the developer of the development upon City's approval of construction plans, but prior to beginning any construction upon the site. If developer proposes to construct the development in steps or phases, the Special Water and Sewer Tapping Fee shall be based upon the total number of units proposed for the entire development, and shall be paid prior to beginning construction on any phase. In the event that construction of any subsequent phase has not commenced within one year following payment of the Special High Density Tapping Fee, the amount of the Special High Density Tapping Fee for the new phase(s) will be adjusted upwards or downwards in conformance with the then-current Special High Density Tapping Fee, with credit applied for the amount of fee which was previously paid. However, no reimbursement will be made of fees paid for future phases based upon representations that the development will not be constructed."

SECTION 2. Severability, Savings Clause.

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If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof to any person or circumstance, shall be held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application; and to that end, the provisions of this ordinance are hereby declared to be severable.

SECTION 3. Captions.

The captions and catch phrases to each section or subsection of this Ordinance are intended solely for easy reading and reference; and such captions and/or catch phrases shall not be construed or interpreted to alter or change the meaning of any provision in any such section or subsection.

SECTION 4. Effective Date.

The City of Long Beach, Mississippi, having heretofore entered into an Interlocal Cooperation Agreement with and the creation of the Harrison County Wastewater Management District and in order to protect the public health and safety of the community and the users of services furnished by the Combined Waterworks and Sewer Department of said City, and in order to comply with clean water standards and rules and regulations of the Environmental Protection Agency of the United States of America concerning the use of water and treatment of wastes as set out in 40 CFR 35.3140 and other applicable regulations, this ordinance shall take effect and be in full force from and after its adoption; all for the immediate preservation of order and of the public health and safety; nevertheless notice of the adoption of this ordinance shall be given and the same enrolled in the Ordinance Book as provided by law.

The above and foregoing Ordinance No. 545 was introduced in writing by Alderman Bennett, who moved its adoption. Alderman McNary seconded the motion

Minutes of September 18, 2007
Mayor and Board of Aldermen

to adopt the Ordinance, and after discussion, the question being put to a roll call 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
Alderman Mark Lishen	voted Aye
Alderman Joseph McNary	voted Aye

The motion having received the affirmative vote of a majority of the aldermen present, the Mayor declared the motion carried, and Ordinance No. 545 adopted, this 18th day of September, 2007

APPROVED:

William Skellie, Jr., Mayor

ATTEST:

Rebecca E. Schruff, City Clerk

Based upon the recommendation of Fire Chief George Bass and certification by the Civil Service Commission, Alderman Boggs made motion seconded by Alderman Notter and unanimously carried to approve Fire Department personnel matters as follows:

Promotion, Battalion Chief (Day Shift, Training Officer) Joe Stapleton, PS-18-IX, effective October 1, 2007;

Promotion, Battalion Chief (Day Shift, Fire Inspector) Griff Skellie, PS-18-X, effective October 1, 2007;

Step Increase, Firefighter Richard Scott, PS-9-III, effective October 16, 2007.

Minutes of September 18, 2007
Mayor and Board of Aldermen

Alderman Notter made motion seconded by Alderman Boggs 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 attachment from City Engineer David Ball, as follows:



September 13, 2007

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

RE: Debris Monitoring Contract – Amendment Number 6

Gentlemen:

Although all of the debris removal work is completed and FEMA participation in this work is through, we did perform debris removal along with the associated monitoring through July 14, 2007. We further performed ticket verification work up until August 28, 2007 to ensure that all final documentation was in place and correct. The attached Contract Amendment No. 6 merely adjusts the "Period of Service", but the authorized dollar amount for both Debris Monitoring and Ticket Verification remain unchanged from the previous Contract Amendment. MEMA personnel have informed us that this Contract Amendment is required in order to secure final funding, so we hereby request your consideration and approval of this Contract Amendment.

Sincerely,



David Ball, P.E.

DB:K301
Enclosure

Minutes of September 18, 2007
Mayor and Board of Aldermen

CONTRACT AMENDMENT NUMBER 6

CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.

FOR SERVICES TO
MONITOR DEBRIS REMOVAL
CAUSED BY HURRICANE KATRINA

WHEREAS, The City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an Agreement for the performance of professional services to the City described as monitoring the debris removal associated with Hurricane Katrina, said agreement bearing the date 9/13/05, and

WHEREAS, said Agreement provided that total services under that agreement would not exceed \$600,000 without further authorization, and

WHEREAS, the scope of the work was increased by Amendment Number 1 dated December 22, 2005, Amendment Number 2 dated February 22, 2006, Amendment 3 dated May 10, 2006, Amendment 4 dated November 9, 2006, and Amendment 5 dated May 11, 2007 increasing (in aggregate) the maximum dollar amount to \$2,600,000 for debris monitoring plus \$60,000 for debris ticket verification, and

WHEREAS, the period of service for all services under the contract (includes additional services such as processing of rights-of-entry for residential and commercial property, preparation of and monitoring of change orders or separate contracts for the removal and disposal of appliances, removal of cars, removal of trees from houses, removal of debris and derelict boats from the harbor, the filling or fencing of abandoned swimming pools, and removal of dead and dying trees (two contracts), and Third Phase Debris Removal, and Fourth Phase Debris Removal) has now been extended to August 28, 2007,

The parties to this Agreement now mutually further agree as follows:

- A. The Period of Service of the contract is hereby extended to August 28, 2007.
- B. The Maximum authorized dollar amount for all debris monitoring services is unchanged at \$2,600,000.
- C. The Maximum authorized amount for debris ticket verification is unchanged at \$60,000.

CITY OF LONG BEACH

A. GARNER RUSSELL & ASSOCIATES, INC.

BY: 

BY: 

DATE: 9/18/07

DATE: 9/14/07

Based upon the recommendation of Mr. Ball, Alderman Boggs made motion seconded by Alderman Notter and unanimously carried to approve Amendment Number 6, Debris Monitoring Contract, A. Garner Russell & Associates, Inc., as set forth above.

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

M.B. 59

REG/PUBHEA:09.18.07

Minutes of September 18, 2007
Mayor and Board of Aldermen



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

520 3RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

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



September 13, 2007

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

RE: Elevated Tank & Well – EDA Grant

Gentlemen:

We are working on the first phase of construction on the referenced elevated tank and well site, located adjacent to the CSX railroad tracks, between Marcie and Markham Drives. Our agreement with EDA requires that construction begin no later than December 15, 2007. As of right now, the City still does not have clear title to the land; a lien holder on the land has apparently moved away after Hurricane Katrina and the City has been unable to locate them to release their lien. This process is ongoing, but our timeline for beginning construction is unchanged as of right now. Although the City could request an extension of the construction deadline; at this time we suggest that the City request proposals for the clearing of the site and access road. This specific portion of the work is easily broken out from the remainder of the work, i.e., the construction of the tank and well, and should be less than \$15,000 total cost, which will allow the City to award a contract via proposals but without advertising. Our intention is to notify local contractors whom we know perform this type of work, and we intend to receive at least two proposals which would meet the State bidding requirements.

Before we can proceed with a request for proposals for this work, EDA engineers must review and approve of the proposed contract. We propose to complete the Bid Specifications and Proposal, to forward them to EDA for approval, and to then request written proposals for the work. Once we have received the proposals and contingent upon the receipt of a clear title opinion from the attorney, we will recommend that the City enter into contract for the work with the lowest and best bidder. This method of beginning the work seems the best way to quickly get underway. Furthermore, avoiding a Prime Contractor and the associated markup for this specialized type of work should make the pricing more reasonable and competitive.

It is worthy of note that the EDA grant specifies that initial reimbursement will not take place until 25% of all the work is completed. Later reimbursements will occur at 50%, 75%, 90%, and 100% of total contract cost. Because this is a \$1.5 million grant, with a 20% (\$300,000) local share, the City should expect to front at least \$300,000 before it receives the first reimbursement from EDA. However, as of our last discussions with EDA, they do not intend to give the first reimbursement of funds until 25% (\$375,000), in accordance with the grant conditions. Obviously, the City would receive the additional 5% back eventually; however, it seems incongruous to me to require that the City front more than its total local share for the

Minutes of September 18, 2007
Mayor and Board of Aldermen

September 13, 2007

grant. Perhaps EDA can revise its reimbursement schedule something more in line with the City's total outlay.

Even if the City must temporarily front an additional 5% of the funds, it still seems very advisable to proceed with the work, and we recommend that you immediately authorize us to proceed with this work as detailed above. If a clear title opinion can not be obtained soon, the Board may further consider requesting an extension of the EDA grant, so that all conditions can be satisfied and EDA funding will not be endangered.

Sincerely,



David Ball, P.E.

DB:1812

Upon discussion, Alderman Bennett made motion seconded by Alderman Notter and unanimously carried to move forward with the Request for Proposals for site clearing, Elevated Tank and Well – EDA Grant, all as set forth above.

There came on for consideration a letter with attachments from Rita K. Alexander, Project Coordinator, Flagstar Construction, as follows:

Minutes of September 18, 2007
Mayor and Board of Aldermen



2006 ASPEN COVE • BRANDON, MS • 39042

(601) 824-4646

FAX: (601) 824-3929

Email: flagstar@bellsouth.net

www.flagstarconstruction.com

August 30, 2007

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

Re: Project No. 8033
Interior Finishes
Long Beach Library

Enclosed are the following close-out documents for the Long Beach Library project. Our final request for payment has been adjusted to credit the City Hall portion of the contract.

1. Application and Certificate for Payment No. 06 (6)
2. Application and Certificate for Payment No. 07-retainage (6)
3. One Year Warranty Letter (4)
4. Asbestos-Free Certificate Letter (4)
5. Consent of Surety to Final Payment (4)
6. Contractor's Affidavit of Release of Liens (4)
7. Contractor's Affidavit of Payment of Debts and Claims (4)

We have enjoyed working with the City of Long Beach, Capital Engineering, and the library staff on this project. If you have any questions or require further documentation, give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Rita K. Alexander".

Rita K. Alexander
Project Coordinator

/rka

enclosures

Gulfport Office:

14116 CUSTOMS BLVD, STE 106 • GULFPORT, MS • 39503 (228) 822-4720 FAX: (228) 822-4768



Application and Certificate for Payment

TO OWNER: City of Long Beach, Mississippi
 P.O. Box 929
 Long Beach, MS 39560

PROJECT: Interior Finishes - Long Beach Library
 and City Hall

APPLICATION NO: 06
PERIOD TO: 08/25/07

FROM CONTRACTOR: Flagstar Construction Co., Inc. VIA ARCHITECT:
 2006 Aspen Cove
 Brandon, MS 39042

CONTRACTOR: Capital Engineering, Inc.
 6933 Indianapolis Blvd
 Hammond, IN 46324

CONTRACT FOR: Renovations
CONTRACT DATE: 8/033
PROJECT NOS: /

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 748,000.00
- 2. Net change by Change Orders \$ -432,863.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 315,137.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 315,137.00

- 5. RETAINAGE:
 - a. 5% of Completed Work
 (Column D + E on G703) \$ 15,756.85
 - b. 5% of Stored Material
 (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 15,756.85

6. TOTAL EARNED LESS RETAINAGE \$ 299,380.15
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 294,929.40
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 4,450.75

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 15,756.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 88,674.00	\$ 52,087.00
Total approved this Month	\$ 0.00	\$ 399,450.00 (City Halt)
TOTALS	\$ 88,674.00	\$ 451,537.00
NET CHANGES by Change Order	\$	\$ -432,863.00

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Flagstar Construction Co., Inc.
 By: *[Signature]*
 State of Mississippi
 County of Rankin
 Subscribed and sworn to before me this 27 day of August, 2007

Notary Public:
 My Commission expires August 14, 2010
 MISSISSIPPI STATE NOTARY PUBLIC
 JOHN W. HUNTER, III
 1000 W. UNIVERSITY BLVD., SUITE 100
 JACKSON, MISSISSIPPI 39201

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____
 Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

An original assures that changes will not be obscured.

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO.:

containing Contractor's signed Certification, is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	LONG BEACH LIBRARY REPAIRS								
1	Contract Bonds	4,319.00	4,319.00				4,319.00	0.00	215.95
2	Sales Tax	10,376.00	10,168.00		208.00		10,376.00	0.00	518.80
3	Builders Risk Insurance	6,494.00	6,494.00				6,494.00	0.00	324.70
4	Supervision	22,180.00	22,180.00				22,180.00	0.00	1,109.00
5	General Conditions	18,689.00	18,689.00				18,689.00	0.00	934.45
6	Demolition	14,370.00	14,370.00				14,370.00	0.00	718.50
7	Miscellaneous Carpentry	5,178.00	5,178.00				5,178.00	0.00	258.90
8	Stage Framing	6,874.00	6,874.00				6,874.00	0.00	343.70
9	Counter Top Work	1,345.00	1,345.00				1,345.00	0.00	67.25
10	Kitchenette	3,810.00	3,810.00				3,810.00	0.00	190.50
11	Door Units	11,900.00	11,900.00				11,900.00	0.00	595.00
12	Finish Hardware	11,497.00	11,497.00				11,497.00	0.00	574.85
13	Glass	2,816.00	2,816.00				2,816.00	0.00	140.80
14	V.C.T. Flooring	42,065.00	42,065.00				42,065.00	0.00	2,103.25
15	Vinyl Base	3,995.00	3,995.00				3,995.00	0.00	199.75
16	Carpet	3,720.00	3,720.00				3,720.00	0.00	186.00
17	Stair Treads	3,812.00	3,812.00				3,812.00	0.00	190.60
18	Ceramic Tile Flooring	4,120.00	4,120.00				4,120.00	0.00	206.00
19	Ceramic Tile Walls	3,132.00	3,132.00				3,132.00	0.00	156.60
20	Gypsum Board Repairs	2,517.00	2,517.00				2,517.00	0.00	125.85
21	Lay in Ceilings	45,375.00	45,375.00				45,375.00	0.00	2,268.75
		228,584.00	223,899.00		4,685.00	0.00	228,584.00	0.00	11,429.20



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Minutes of September 18, 2007
Mayor and Board of Aldermen

CONTINUATION SHEET

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			% (G + C)			
22	Painting: a. Walls b. Ceilings c. Door Units d. Stairs/Handrails	32,157.00 1,933.00 2,600.00 1,722.00	32,157.00 1,933.00 2,600.00 1,722.00				32,157.00 1,933.00 2,600.00 1,722.00	100% 100% 100% 100%	0.00 0.00 0.00 0.00	1,607.85 96.65 130.00 86.10
23	Ceiling Access Doors	533.00	533.00				533.00	100%	0.00	26.65
24	Toilet Accessories	6,648.00	6,648.00				6,648.00	100%	0.00	332.40
25	Plumbing	16,895.00	16,895.00				16,895.00	100%	0.00	844.75
26	Exhaust Fans	1,059.00	1,059.00				1,059.00	100%	0.00	52.95
27	Electrical	4,332.00	4,332.00				4,332.00	100%	0.00	216.60
	Change Orders:									
28	Add 100 New Light Fixtures	16,555.00	16,555.00				16,555.00	100%	0.00	827.75
29	Add Duffuser Grilles	2,119.00	2,119.00				2,119.00	100%	0.00	105.95
		315,137.00	310,452.00	4,685.00		0.00	315,137.00	100%	0.00	15,756.85



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AIA Document G702™ - 1992
Application and Certificate for Payment

TO OWNER: City of Long Beach, Mississippi
 P.O. Box 929
 Long Beach, MS 39560

PROJECT: Interior Finishes - Long Beach Library and City Hall

APPLICATION NO: 07-Retainage
PERIOD TO: 08/25/07

FROM CONTRACTOR: Flagstar Construction Co., Inc.
 2006 Aspen Cove
 Brandon, MS 39042

VIA ARCHITECT: Capital Engineering, Inc.
 6933 Indianapolis Blvd
 Hammond, IN 46324

CONTRACT FOR: Renovations
CONTRACT DATE: 02/09/2007
CONTRACT NOS: 8033

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 748,000.00
 2. Net change by Change Orders \$ -432,863.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 315,137.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 315,137.00
 5. RETAINAGE:
 - a. 5 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 5 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 315,137.00
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 299,380.15
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 15,756.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 674.00	\$ 52,087.00
Total approved this Month	\$ 0.00	\$ 399,450.00 (City Hall)
TOTALS	\$ 674.00	\$ 451,537.00
NET CHANGES by Change Order:		\$ -432,863.00

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Flagstar Construction Co., Inc.
 By: *[Signature]* Date: 8-27-07
 State of: Mississippi
 County of: Rankin
 Subscribed and sworn to before me this 27 day of August, 2007
 Notary Public: *[Signature]*
 My Commission Expires: MISSISSIPPI STATE NOTARY PUBLIC
 MY COMMISSION EXPIRES AUG 14 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: *[Signature]* Date: _____
 (City Hall)
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Minutes of September 18, 2007
Mayor and Board of Aldermen

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO.:

containing Contractor's signed Certification, is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	LONG BEACH LIBRARY REPAIRS									
1	Contract Bonds	4,319.00	4,319.00				4,319.00	100%	0.00	0.00
2	Sales Tax	10,376.00	10,376.00				10,376.00	100%	0.00	0.00
3	Builders Risk Insurance	6,494.00	6,494.00				6,494.00	100%	0.00	0.00
4	Supervision	22,180.00	22,180.00				22,180.00	100%	0.00	0.00
5	General Conditions	18,689.00	18,689.00				18,689.00	100%	0.00	0.00
6	Demolition	14,370.00	14,370.00				14,370.00	100%	0.00	0.00
7	Miscellaneous Carpentry	5,178.00	5,178.00				5,178.00	100%	0.00	0.00
8	Stage Framing	6,874.00	6,874.00				6,874.00	100%	0.00	0.00
9	Counter Top Work	1,345.00	1,345.00				1,345.00	100%	0.00	0.00
10	Kitchenette	3,810.00	3,810.00				3,810.00	100%	0.00	0.00
11	Door Units	11,900.00	11,900.00				11,900.00	100%	0.00	0.00
12	Finish Hardware	11,497.00	11,497.00				11,497.00	100%	0.00	0.00
13	Glass	2,816.00	2,816.00				2,816.00	100%	0.00	0.00
14	V.C.T. Flooring	42,065.00	42,065.00				42,065.00	100%	0.00	0.00
15	Vinyl Base	3,995.00	3,995.00				3,995.00	100%	0.00	0.00
16	Carpet	3,720.00	3,720.00				3,720.00	100%	0.00	0.00
17	Stair Treads	3,812.00	3,812.00				3,812.00	100%	0.00	0.00
18	Ceramic Tile Flooring	4,120.00	4,120.00				4,120.00	100%	0.00	0.00
19	Ceramic Tile Walls	3,132.00	3,132.00				3,132.00	100%	0.00	0.00
20	Gypsum Board Repairs	2,517.00	2,517.00				2,517.00	100%	0.00	0.00
21	Lay In Ceilings	45,375.00	45,375.00				45,375.00	100%	0.00	0.00
		228,584.00	228,584.00			0.00	228,584.00	100%	0.00	0.00



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G703-1992

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CONTINUATION SHEET

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703 (Instructions on reverse side)
APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

PAGE OF PAGES

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			% (G ÷ C)			
22	Painting: a. Walls b. Ceilings c. Door Units d. Stairs/Handrails	32,157.00 1,933.00 2,600.00 1,722.00	32,157.00 1,933.00 2,600.00 1,722.00				32,157.00 1,933.00 2,600.00 1,722.00	100% 100% 100% 100%	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
23	Ceiling Accessories	533.00	533.00				533.00	100%	0.00	0.00
24	Toilet Accessories	6,648.00	6,648.00				6,648.00	100%	0.00	0.00
25	Plumbing	16,895.00	16,895.00				16,895.00	100%	0.00	0.00
26	Exhaust Fans	1,059.00	1,059.00				1,059.00	100%	0.00	0.00
27	Electrical	4,332.00	4,332.00				4,332.00	100%	0.00	0.00
28	Change Orders: Add 100 New Light Fixtures	16,555.00	16,555.00				16,555.00	100%	0.00	0.00
29	Add Duffuser Grilles	2,119.00	2,119.00				2,119.00	100%	0.00	0.00
		315,137.00	315,137.00	0.00		0.00	315,137.00	100%	0.00	0.00

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Minutes of September 18, 2007
Mayor and Board of Aldermen



2008 ASPEN COVE • BRANDON, MS • 39042

(601) 824-4646

FAX: (601) 824-3929

Email: flagstar@bellsouth.net

www.flagstarconstruction.com

August 27, 2007

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

Re: **Interior Finishes – Long Beach Library**
Long Beach, Mississippi

Please accept this as our Contractor's One Year Warranty on the above referenced project. As required by Contract Documents, Flagstar Construction Co., Inc. and our Surety hereby guarantee that all Work performed on the above captioned project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of Substantial Completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Flagstar Construction Co., Inc. will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

If you have any specific problems that require repairs or replacement during this time period, give us a call. We will make every effort to provide the necessary corrections as soon as possible.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Steve Rowell".

Steve Rowell
President

SR/ra

STATE: MISSISSIPPI
COUNTY: RANKIN

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 27th DAY OF August, 2007

NOTARY PUBLIC:

A handwritten signature in cursive script, likely the signature of the Notary Public.

MY COMMISSION EXPIRES:

I MISSISSIPPI STATE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 14, 2008
BONDED THRU STATE NOTARY SERVICE

Gulfport Office:

14116 CUSTOMS BLVD, STE 106 • GULFPORT, MS • 39503 (228) 822-4720 FAX: (228) 822-4768

Minutes of September 18, 2007
Mayor and Board of Aldermen



2006 ASPEN COVE • BRANDON, MS • 39042

(601) 824-4646

FAX: (601) 824-3929

Email: flagstar@bellsouth.net

www.flagstarconstruction.com

August 27, 2007

ASBESTOS-FREE CERTIFICATE

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

Re: **Interior Finishes – Long Beach Library**
Long Beach, MS

This is to certify that to the best of our knowledge and belief, neither FlagStar Construction Co., Inc. nor any of its subcontractors have placed asbestos containing materials in the above referenced project.

If you have questions concerning any of the material installed for this project, give me a call.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Steve Rowell".

Steve Rowell
President

SR/ra

STATE: MISSISSIPPI
COUNTY: RANKIN

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 27th DAY OF August, 2007

A handwritten signature in cursive script, appearing to read "Steve Rowell".

NOTARY PUBLIC:

MY COMMISSION EXPIRES

MISSISSIPPI STATE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 14, 2008
BONDED THRU STELLA NOTARY SERVICE

Gulfport Office:

14116 CUSTOMS BLVD, STE 106 • GULFPORT, MS • 39503 (228) 822-4720 FAX: (228) 822-4768

Minutes of September 18, 2007
Mayor and Board of Aldermen

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

Bond Number: 83B002517

PROJECT: **Hurricane Katrina Recovery - Long Beach Public Library and City Hall, Interior Finishes**
(name, address) **City of Long Beach, MS**

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: **Interior Finishes**
Final contract price \$315,137.00

CONTRACT DATE: **February 9, 2007**

CONTRACTOR: **Flagstar Construction, Inc.**

In accordance with the provision of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond).

LIBERTY MUTUAL INSURANCE COMPANY

, SURETY COMPANY,

on bond of (here insert name and address of Contractor as it appears in the bond)

Flagstar Construction, Inc., Brandon, MS

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Long Beach, MS

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the surety has hereunto set its hand this

28th

day of

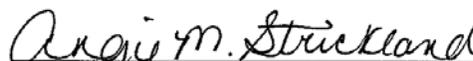
August

2007

LIBERTY MUTUAL INSURANCE COMPANY

Surety


Witness:
(Seal):



Signature of Authorized Representative

Angie M. Strickland

Attorney in Fact and Resident Mississippi Agent

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition

AIA DOCUMENT G707 - CONSENT OF SURETY TO FINAL PAYMENT - APRIL 1970 EDITION - AIA
1970 - THE AMERICAN INSTITUTE OF ARCHITECTS. 1735 NEW YORK, AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE
S-4869

Minutes of September 18, 2007
Mayor and Board of Aldermen

2042939

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **CHARLES F. PORTER, WILLIAM L. PAINTER, KYLE CHANDLER, IV, GEORGE BAILEY MENETRE, ANGIE M. STRICKLAND, ALL OF THE CITY OF JACKSON, STATE OF MISSISSIPPI**.....

..... each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100******* DOLLARS (\$ **50,000,000.00*******) each; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of November, 2006

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY



On this 6th day of November, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2008
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of August, 2007



By David M. Carey
David M. Carey, Assistant Secretary

Minutes of September 18, 2007
Mayor and Board of Aldermen

**CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS**

AIA Document G706A

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:

(Name and address)

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

ARCHITECT'S PROJECT NO.:

8033

CONTRACT FOR:

Interior Finish Renovations

PROJECT:

(Name and address)

Interior Finishes – Long Beach Library
Long Beach, MS

CONTRACT DATED:

02/09/2007

STATE OF:

MISSISSIPPI

COUNTY OF:

RANKIN

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

(Name and address)

FlagStar Construction Co., Inc.
2006 Aspen Cove
Brandon, Mississippi 39042

BY:

Steve Howell

(Signature of authorized representative)

Steve Howell, President

(Printed name and title)

Subscribed and sworn to before me on this date: 08-27-07

Notary Public:

[Signature]

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 14, 2008
BONDED THRU STEGALL NOTARY SERVICE



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G706A—1994

Minutes of September 18, 2007
 Mayor and Board of Aldermen

**CONTRACTOR'S AFFIDAVIT OF
 PAYMENT OF DEBTS AND CLAIMS**

AIA Document G706

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER: **City of Long Beach, Mississippi**
(Name and address) P.O. Box 929
 Long Beach, MS 39560

ARCHITECT'S PROJECT NO.: **8033**

CONTRACT FOR: **Interior Finish Renovations**

PROJECT: **Interior Finishes – Long Beach Library**
(Name and address) Long Beach, MS

CONTRACT DATED: **02/09/2007**

STATE OF: **MISSISSIPPI**
 COUNTY OF: **RANKIN**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: **None**

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: yes no

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: **FlagStar Construction Co., Inc.**
(Name and address) 2006 Aspen Cove
 Brandon, Mississippi 39042

BY: *Steve Lowell*
(Signature of authorized representative)

Steve Lowell, President
(Printed name and title)

Subscribed and sworn to before me on this date: **08-29-07**

Notary Public: *[Signature]*

My Commission Expires: **MISSISSIPPI STATE NOTARY PUBLIC**
MY COMMISSION EXPIRES AUG. 14, 2008
NOTARY PUBLIC



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G706—1994

Upon discussion, Alderman Lishen made motion seconded by Alderman Bennett and unanimously carried to the final request from Flagstar Construction, all as set forth above.

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the requests for placement of camper trailers, John R. Lankford, 117 East Avenue, and L. C. Walley, 117 Buena Vista Drive, until October 1, 2007.

Minutes of September 18, 2007
Mayor and Board of Aldermen

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

Hire 1st Class Patrol Cindy Hodges, PS-10-I, effective October 1, 2007;

Step Increase, 1st Class Patrol Jason Case, PS-10-III, retro-effective August 1, 2007;

Transfer 1st Class Patrol, Michael Burkett to Detective, PS-11-II, effective September 1, 2007.

Based upon the recommendation of Recreation Director Bob Paul and certification by the Civil Service Commission, Alderman Holder made motion seconded by Alderman Boggs and unanimously carried to hire Robert D. Collins, Jr., CSH-1-Basic, October 1, 2007.

The Mayor and Board of Aldermen took up the matter of amendments to the municipal budget for the City for the fiscal year ending September 30, 2007, and for related purposes. After a discussion of the subject, Alderman Holder offered and moved the adoption of the following resolution:

A RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING THE MUNICIPAL BUDGET FOR THE SAID CITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2007, APPROPRIATING AND CONFIRMING APPROPRIATIONS FOR SAID AMENDED BUDGET, TRANSFERRING FUNDS TO ACCOUNTS WHERE NEEDED, AND 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 and adjudicate and declare as follows:

A. Acting under and by virtue of the Municipal Budget Law of the State of Mississippi, being MCA §21-35-1, et seq., the Governing Body on September 13, 2006, did adopt a certain resolution of record in Minute Book 56 at pages 213 to 216 thereof of the official minutes of the Governing Body, approving and adopting the Municipal Budget for the Municipality for the fiscal year beginning October 1, 2006, and ending September 30, 2007, and appropriating funds for said Budget.

Minutes of September 18, 2007
Mayor and Board of Aldermen

B. That the aforesaid Budget, including, among other funds, funds reflected on Exhibit "A" thereto, which funds included, among other accounts, the accounts shown on Exhibit "A" for each respective fund.

C. That the Governing Body is advised, and it affirmatively appears at this time that the various funds and accounts shown in Exhibit "A" attached hereto contain the balances reflected therein, and certain funds and accounts contain sums in an amount which remain unexpended and which sums are not needed nor expected to be needed for the purpose or purposes for which appropriated in said Budget.

D. That during the aforesaid fiscal year, and by virtue of several unanticipated circumstances, revenues of certain funds and accounts have been less than the sums anticipated, to the extent that such funds and accounts are, the Governing Body does believe, reasonably expected to need funds as depicted on Exhibit "A" hereto prior to the end of the fiscal year 2006-2007.

E. That under MCA §31-35-25, the Governing body of the Municipality for the reasons therein stated is authorized and empowered, in its discretion, to transfer such surplus funds or any part thereof to any other fund or funds or account or accounts where needed, by order to effect such entered upon their minutes, but no expenditure shall be made of any fund for any purpose other than that for which the levy producing such funds was made.

F. The Municipal Budget for fiscal year, 2006-2007, as hereby revised and amended and the appropriations herein contained will not result in the expenditure of any money for a purpose different from that for which the tax was levied.

G. The Municipal Budget for the fiscal year, 2006-2007, and the appropriations therein contained, to be effected by transfer of sums as therein set out, all as is set forth in the Amendment (Revised Budget) attached to this resolution and order, should be finally adopted and approved and the transfers made by order of the Governing Body.

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

SECTION 1. The Amendment to the Municipal Budget for the Municipality for the fiscal year beginning October 1, 2006, and ending September 30, 2007, and the transfer hereby ordered and anticipated revenues for said fiscal year, shall be and said Amendment to the Municipal Budget is hereby approved and adopted and the following funds shall be transferred to the following funds or accounts:

Minutes of September 18, 2007
Mayor and Board of Aldermen

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. The amounts, respectively, in Section 1, hereinabove in the aforesaid Amendment to the Municipal Budget for fiscal year 2006-2007, set forth as anticipated revenues as authorized to be expended, be, and the same hereby are, appropriated for the purposes and in the amounts hereinabove set forth, as and for the Amended Municipal Budget appropriations of revenues and expenditures made and to be made for the Municipality for the fiscal year beginning October 1, 2006 and ending September 30, 2007.

SECTION 3. All orders and resolutions of the Governing Body of the Municipality in conflict with the provisions of this resolution and order shall be, and the same are hereby, modified, amended and repealed to the extent of such conflict.

SECTION 4. This resolution and order shall take effect and be in force 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
Alderman Richard Burton	voted Aye
Alderman Charles Boggs	voted Aye
Alderman Richard Bennett	voted Aye
Alderman Allen D. Holder, Jr.	voted Aye
Alderman Mark Lishen	voted Aye
Alderman Joseph McNary	voted Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 18th day of September, 2007.

APPROVED:

WILLIAM "BILLY" SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

Minutes of September 18, 2007 Mayor and Board of Aldermen

9/27/2007
11:17 AM

CITY OF LONG BEACH, MISSISSIPPI - MUNICIPAL BUDGET			
FISCAL YEAR 2006/2007 AMENDED	GENERAL	AMENDMENT	DIFFERENCE
REVENUES	GOVERNMENT		(UNDER)
SOURCE			(OVER)
BEGINNING FUND BALANCE AIR FIRMAMMA		2,828,447	2,828,447
BEG. BAL. AIR FIRMAMMA RELEASE POLICE DEPT. GRN	712,791	773,658	(62,867)
AD VALOREM - 44.83 MILLS	3,507,741	3,507,741	-
FUNERAL TRUST RECEIPTS	26,025	27,298	(1,273)
GENERAL SALES TAX	1,492,042	1,518,261	(26,219)
PROFESSIONAL LICENSE	15,000	15,279	(279)
BUILDING PERMITS	241,000	269,099	(28,099)
PLUMBING PERMITS	58,000	67,429	(9,429)
ELECTRICAL PERMITS	48,800	49,509	(709)
CONTRACTOR LICENSE	6,200	6,179	21
FRANCHISE CHARGES	542,211	523,499	(18,712)
GRANT PROCEEDS-PUBLIC SAFETY:			
11800 LOCAL LAW ENF. BLOCK GRANT	4,802	2,849	(1,953)
DEPT. OF JUSTICE (NEW VESTS)	19,000	2,860	(16,140)
MVA (MILWAUKEE)	25,800	25,272	528
HOMELAND SECURITY	8,000	28,430	(20,430)
BUILDING INSPECTION	-	26,796	26,796
GRANT PROCEEDS-ROAD MITIGATION	-	28,662	28,662
INSURANCE GRANT - LIBRARY	14,802	20,270	(5,468)
FINANMMA REIMBURSEMENT FUNDS		1,022,078	1,022,078
POLICE COURT FEES	666,770	691,870	(25,100)
BRIMLEY FINANCING	6,000	3,600	2,400
STATE MUNICIPAL AID	18,000	13,746	4,254
ARC. LICENSES	13,000	10,360	2,640
HOMETEAD DISTRIBUTION	74,000	99,788	(25,788)
SEMI-ANNUAL POLICE ACADEMY	9,000	9,900	(900)
HARRISON COUNTY ROAD TAX	149,000	152,287	(3,287)
HARRISON CO. PAL. GAS TAX	1,300	1,479	(179)
COPIES	600	217	383
HARRISON COUNTY FEES	15,000	34,549	(19,549)
RECREATION FEES	2,800	11,793	7,993
SUMMER RECREATION	1,000	-	1,000
RECREATION MAINTENANCE	150	266	(116)
RECREATION INSURANCE	4,200	2,743	(1,457)
FIRE DEPT GRANTS	-	20,848	20,848
WATERSEWER ADMIN CHARGE	248,000	248,000	-
RENTS	17,000	-	17,000
INTEREST EARNED	7,800	96,379	(88,579)
MISCELLANEOUS RECEIPTS	-	15,191	15,191
OTHER CONTRIBUTIONS	-	45,267	45,267
LOCAL GOV. FINANCING FUND	-	62,269	62,269
PROF. PROCEEDS - PUBLIC VEHICLES	66,000	-	66,000
INSURANCE PROCEEDS	-	74,271	74,271
INSURANCE REIMBURSEMENT	-	4,537	4,537
SALE OF PROPERTY/ASSESSMENTS	-	3,348	3,348
CONTRACT FEES	10,000	19,302	(9,302)
DRUGS SOURCE FUNDS	-	29,900	29,900
STATE POLICE CHRG	-	10,000	10,000
FINE PROTECTION INSURANCE	-	4,589	4,589
MUNICIPAL AD-VAL TAX	19,289	6,629	(12,660)
TOTAL GENERAL FUND	6,999,827	13,348,919	6,349,092
			DIFFERENCE
	DEBT SVCS.	AMENDMENT	OVER
	MUNICIPAL		(UNDER)
REVENUES			
SOURCE			
BEGINNING FUND BALANCE	33,799	33,443	356
AD VALOREM - 4.33 MILLS	341,893	343,893	(2,000)
HOMESEAD DISTRIBUTION	-	9,324	9,324
FINE PROTECTION INSURANCE	77,863	77,202	661
TOTAL MUNICIPAL DEBT SERVICE	453,555	463,862	(10,307)
			DIFFERENCE
	DEBT SVCS.	AMENDMENT	OVER
	SCHOOL		(UNDER)
SOURCE			
BEGINNING FUND BALANCE	110,000	110,000	-
AD VALOREM	-	2,011	2,011
INTEREST EARNED	-	492	492
TOTAL SCHOOL DEBT SERVICE	110,000	112,503	(2,503)
			DIFFERENCE
	WATER	AMENDMENT	OVER
	SEWER		(UNDER)
SOURCE			
BEGINNING FUND BALANCE	145,799	145,799	-
AIR FIRMAMMA PROCEEDS	-	1,229,478	1,229,478
FUNERAL TRUST RECEIPTS	30,075	43,840	(13,765)
FINANMMA PROCEEDS	-	3,140,273	3,140,273
MISCELLANEOUS RECEIPTS	14,000	33,864	(19,864)
LOAN PROCEEDS	-	174,778	174,778
SALE OF EQUIPMENT	-	1,887	1,887
CONTRACT CHARGES	3,304,900	2,874,308	(430,592)
MANITATION FEES	677,120	687,030	(9,910)
WATERSEWER TAP FEES	18,000	20,375	(2,375)
TOTAL WATERSEWER	4,159,894	4,324,439	(164,545)
			DIFFERENCE
	PORT	AMENDMENT	OVER
	HARBOR		(UNDER)
SOURCE			
BEGINNING FUND BALANCE	228,527	228,527	-
AIR FIRMAMMA PROCEEDS	-	770,315	770,315
FUNERAL TRUST RECEIPTS	400	478	(78)
FINANMMA REIMBURSEMENT FUNDS	-	558,798	558,798
MISCELLANEOUS RECEIPTS	-	840	840
HARBOR SLIP RENT	27,465	49,020	(21,555)
HARBOR STORE SALES	13,150	17,411	(4,261)
HARBOR LEASE ROOMS	287,832	1,832,287	(1,544,455)
TOTAL PORT/HARBOR	337,024	2,457,191	(2,120,167)
			DIFFERENCE
	CAPITAL	AMENDMENT	OVER
	IMP FUNDS		(UNDER)
SOURCE			
BEGINNING FUND BALANCE	145,799	147,577	(1,778)
INTEREST EARNED	-	3,055	3,055
TOTAL CAPITAL IMP. FUND	145,799	150,632	(4,833)
			DIFFERENCE
	SPECIAL	AMENDMENTS	OVER
	REVENUE		(UNDER)
SOURCE			
BEGINNING FUND BALANCE	647,879	647,879	-
INTEREST EARNED	-	26,073	26,073
TOTAL SPECIAL REVENUE	647,879	673,952	(26,073)
TOTAL REVENUES	13,893,706	24,332,938	(10,439,232)

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CITY OF LONG BEACH, MISSISSIPPI, MUNICIPAL BUDGET		EXHIBIT "A"	
FISCAL YEAR 2006-2007			
	ADOPTED	AMEND	DIFFERENCE
			LOGS
EXPENDITURES			
GENERAL FUND			
ADMINISTRATIVE			
PERSONNEL	347,550	325,102	(22,448)
SUPPLIES	30,150	12,230	(17,920)
OTHER CHARGES/SERVICES	-	-	-
CAPITAL OUTLAY	287,278	335,430	48,152
TOTAL	664,978	672,762	7,784
MUNICIPAL OPERATIONS			
PERSONNEL	-	-	-
OTHER CHARGES/SERVICES	-	-	-
CAPITAL OUTLAY	1,515,731	1,529,492	(13,239)
TOTAL	1,515,731	1,529,492	(13,239)
MUNICIPAL COURT			
PERSONNEL	178,708	156,810	(21,898)
SUPPLIES	3,380	8,195	4,815
OTHER CHARGES/SERVICES	35,990	303,563	267,573
CAPITAL OUTLAY	-	-	-
TOTAL	218,078	498,568	280,490
POLICE			
PERSONNEL	2,187,871	1,906,287	(281,584)
SUPPLIES	185,000	150,000	(35,000)
OTHER CHARGES/SERVICES	288,200	223,331	(64,869)
CAPITAL OUTLAY	125,033	144,475	19,442
TOTAL	2,786,104	2,424,093	(362,011)
PRISON			
PERSONNEL	1,795,121	1,630,300	(164,821)
SUPPLIES	55,875	67,254	11,379
OTHER CHARGES/SERVICES	115,430	37,648	(77,782)
CAPITAL OUTLAY	-	-	-
TOTAL	1,966,426	1,735,192	(231,234)
RECREATION			
PERSONNEL	64,330	50,130	(14,200)
SUPPLIES	2,400	2,800	400
OTHER CHARGES/SERVICES	45,300	121,961	76,661
CAPITAL OUTLAY	-	-	-
TOTAL	112,030	175,891	63,861
STREET			
PERSONNEL	-	-	-
OTHER CHARGES/SERVICES	81,047	56,861	(24,186)
CAPITAL OUTLAY	105,800	80,800	(25,000)
TOTAL	186,847	137,661	(49,186)
VEHICLE MAINTENANCE			
PERSONNEL	-	-	-
SUPPLIES	1,825	1,700	(125)
OTHER CHARGES/SERVICES	2,165	2,070	(95)
CAPITAL OUTLAY	-	-	-
TOTAL	3,990	3,770	(220)
REGISTRATION			
PERSONNEL	57,000	43,250	(13,750)
SUPPLIES	10,000	8,400	(1,600)
OTHER CHARGES/SERVICES	47,245	42,775	(4,470)
CAPITAL OUTLAY	-	-	-
TOTAL	114,245	94,425	(19,820)
SENIOR CITIZENS			
PERSONNEL	65,000	77,475	12,475
SUPPLIES	10,000	6,435	(3,565)
OTHER CHARGES/SERVICES	20,000	26,172	6,172
CAPITAL OUTLAY	-	-	-
TOTAL	95,000	109,082	14,082
PARISHIONER SERVICES			
PERSONNEL	100	-	(100)
OTHER CHARGES/SERVICES	3,725	3,988	263
CAPITAL OUTLAY	10,000	6,790	(3,210)
TOTAL	13,725	10,778	(2,947)
LIBRARY			
PERSONNEL	178,782	151,143	(27,639)
SUPPLIES	91,500	14,750	(76,750)
OTHER CHARGES/SERVICES	65,000	-	(65,000)
CAPITAL OUTLAY	-	-	-
TOTAL	335,282	166,893	(168,389)
RECREATION - GENERAL			
PERSONNEL	-	281,683	281,683
OTHER CHARGES/SERVICES	-	5,893,277	5,893,277
CAPITAL OUTLAY	-	-	-
TOTAL	-	6,174,960	6,174,960
TOTAL GENERAL FUND	8,058,827	13,248,824	5,190,007
ENTERPRISE FUNDS			
WATERSEWER OPERATION & MAINTENANCE			
PERSONNEL	41,545	40,797	(748)
SUPPLIES	66,158	49,841	(16,317)
OTHER CHARGES/SERVICES	3,433,796	2,949,287	(484,509)
CAPITAL OUTLAY	-	45,490	45,490
MURKINICAN EXPENSE	-	4,985,038	4,985,038
TOTAL	3,541,499	7,771,453	4,229,954
SEWERAGE			
PERSONNEL	174,222	156,450	(17,772)
SUPPLIES	18,000	10,597	(7,403)
OTHER CHARGES/SERVICES	73,300	35,000	(38,300)
CAPITAL OUTLAY	-	-	-
MURKINICAN EXPENSE	-	1,811,117	1,811,117
TOTAL	265,522	1,932,264	1,666,742
CAPITAL IMPROVEMENT FUNDS			
WATERSEWER INFRASTRUCTURE	647,819	-	647,819
OTHER CHARGES/SERVICES	647,819	-	647,819
TOTAL	1,295,638	-	1,295,638
CAPITAL IMPROVEMENT FUNDS - SPECIAL REVENUE			
OTHER CHARGES/SERVICES	145,788	-	145,788
TOTAL	145,788	-	145,788
TOTAL CAPITAL IMPROVEMENTS FUND	1,441,426	-	1,441,426
DEBT SERVICE FUNDS			
GENERAL	150,000	150,000	-
BOND INTEREST	70,000	70,000	-
NOTE PRINCIPAL	2,004	223,901	221,897
NOTE INTEREST	470,659	86,444	(384,215)
TOTAL	692,663	529,345	(163,318)
SEASON DEBT	-	-	-
BOND PRINCIPAL	110,000	112,500	2,500
BOND INTEREST - OTHER	-	-	-
NOTE PRINCIPAL	-	-	-
NOTE INTEREST	-	-	-
TOTAL	110,000	112,500	2,500
WATERSEWER	-	-	-
BOND PRINCIPAL	31,750	31,750	-
BOND INTEREST	14,500	14,500	-
NOTE PRINCIPAL	245,100	264,208	19,108
NOTE INTEREST	25,818	121,207	95,389
TOTAL	317,168	431,655	114,487
TOTAL DEBT SERVICE FUNDS	1,009,831	1,156,144	146,313
TOTAL EXPENDITURES	13,747,818	23,809,746	11,061,928

9/27/07
11:17 AM

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Based upon the recommendation of Court Clerk Jane Marsland, Harbor Master Calvin Poupart and certification by the Civil Service Commission, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the hire, Tina Dahl, CSA-6-Basic, Clerical, to work half days (4 hours) at the Harbor and half days (4 hours) in Municipal Court, effective October 1, 2007.

There came on for consideration a letter with attachment from Robert L. Guice, as follows:

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 Mayor and Board of Aldermen

Robert L Guice
 4511 Beatline Road
 Long Beach, MS 39560

Sept. 4, 2007

To Whom it may concern:

I, Robert Guice, and my wife, Patricia, wish to be put on the agenda for the next board meeting. We have recently purchased a house at 4511 Beatline Road in Long Beach. Much to our surprise, we have been billed double for our water, sewer and garbage. It was explained to us that since there is a small (less than 500 square ft) house behind ours, that we must pay two water bills. Although, there is a bathroom and sink in this house, we have no intention of renting it to anyone. It is used as my workshop, since the place has no garage. Coast Electric says it is one address, and Allied Waste says it is one address. We are not rich, are retired and live on a fixed income. We would appreciate any relief the board might grant us. Thank you.

Robert & Patricia Guice

Robert Guice

Ph. 332-1937

CITY OF LONG BEACH, MISSISSIPPI P.O. BOX 630 LONG BEACH, MISSISSIPPI 39560		CITY OF LONG BEACH P.O. BOX 630 LONG BEACH, MS 39560		PRESORTED FIRST CLASS MAIL U.S. POSTAGE PAID LONG BEACH, MS PERMIT NO. 119
ACCOUNT NUMBER		BILLING DATE		
1007452		08/31/2007		582758
PREVIOUS 1		PRESENT		RETURN SERVICE REQUESTED
0	0	WT	21.34	To Ensure Proper Credit, Detach This Stub and Return With Payment
0	0	SC	19.00	
0	0	ST	15.00	
0	0	SD	24.66	
0	0	GA	22.00	
PN-UTILITY			.00	
TX			.00	
DISCOUNT			.00	
BALANCE FORWARD			.00	
03/31/2007		08/31/2007		
4511 SERVICE FROM BEATLINE ROAD		DUE BY 10TH		
SERVICE TO		DUE AFTER 10TH		
		102.00		
		107.10		
		107.10		
* FLOOD INS INFO: WWW.CITYOFLONGBEACHMS.GOV				

Based upon information provided by Herb Carmack, Utility Partners LLC, that only one (1) structure is occupied and the other is a storage/workshop, all serviced by one electric meter, Alderman Bennett made motion seconded by Alderman Notter and unanimously carried to approve one residential billing for water, sewer and garbage, Robert L. Guice, 4511 Beatline Road.

Requests for reimbursement, 500 Hickory Drive and 105 Sedgewick Drive, were tabled.

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Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the Humane Society of South Mississippi agreement, with changes by the City Attorney, as follows:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

AGREEMENT

This Agreement is this day made and entered into by and between the undersigned, the CITY OF LONG BEACH, MISSISSIPPI, a municipal corporation, and the HUMANE SOCIETY OF SOUTH MISSISSIPPI, Mississippi non-profit corporation, which do hereby mutually agree as follows:

1. Animal Shelter Services. In furtherance of animal control in the City of Long Beach, Mississippi, the Humane Society of South Mississippi, Inc. agrees to accept animals properly delivered by the animal control officers of the City of Long Beach, Mississippi at its shelter located at 2615 25th Avenue, Gulfport, Mississippi, 39501, as provided in this Agreement. In accordance with the Mississippi State Animal Welfare Laws, the Humane Society of South Mississippi, Inc. agrees to hold these animals and provide them with shelter, care, food, and water.

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

2. Delivery of Animals. The City of Long Beach, Mississippi agrees to deliver animals to the Humane Society of South Mississippi, Inc., in such a manner that its animal control officers physically transport to the shelter located at 2615 25th Avenue, Gulfport, Mississippi, 39501, and further place said animals into cages, pens, or other containment areas as directed by the shelter staff of the Humane Society of South Mississippi, Inc. The City of Long Beach, Mississippi further agrees that its animal control officers shall assist and otherwise cooperate to the fullest extent with the shelter staff of the Humane Society of South Mississippi, Inc. during these deliveries so as to facilitate the transfer of said animals.

3. Payment. As compensation for such services, the sum of One Thousand, Seven Hundred Eighty Three Dollars 00/100, payable by the first of each month during the term of this Agreement, commencing October 1, 2007. Payments shall be delivered to 2615 25th Avenue, Gulfport, Mississippi, 39501 by hand or by mail, first class, postage prepaid. Any dispute between the parties as to payment due shall be resolved by arbitration.

4. Term. The term of this Agreement is for one (1) year, commencing October 1, 2007 and continuing until September 30, 2008, provided however, The City of Long Beach, Mississippi reserves the right to terminate this Agreement upon ninety (90) days written notice to the Humane Society of South Mississippi, Inc. at 2615 25th Avenue, Gulfport, Mississippi, 39501, and that the Humane Society of South Mississippi, Inc. also

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reserves the right to terminate this Agreement upon ninety (90) days written notice to the City of Long Beach, Mississippi.

5. Bite Animals. The Humane Society of South Mississippi, Inc. agrees to accept from the animal control officers of The City of Long Beach, Mississippi those animals alleged to have bitten a person, as provided in this Agreement. For every such animal delivered, The City of Long Beach, Mississippi agrees to deliver to the Humane Society of South Mississippi, Inc. at 2615 25th Avenue, Gulfport, Mississippi, 39501 a police report sustaining the bite incident within forty-eight (48) hours of delivery of the animal. The Humane Society of South Mississippi, Inc. will hold said animals for a period of not more than 10 days after which time the bite case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal. Furthermore, the Humane Society will accept for care a maximum of 25 bite or court case animals at one time from all entities served. Once the maximum number of bite or court case animals is achieved no further bite or court case animals will be accepted for care from any entity served. Disposition of unclaimed animals after the requisite holding period is left to the sole discretion of the Humane Society of South Mississippi, Inc.

The Humane Society of South Mississippi, Inc. and The City of Long Beach, Mississippi mutually agree that medical evaluation of said animals is not the responsibility of the Humane Society of South Mississippi, Inc, but at its discretion the Humane Society of South Mississippi may render necessary medical treatment as prescribed by a licensed veterinarian to an animal to relieve pain and/or extreme discomfort and the charges for such treatment shall be paid by the City of Long Beach. ~~The City of Long Beach, Mississippi further agrees to indemnify the Humane Society of South Mississippi, Inc. and its agents, volunteers, employees, Board of Directors, officers, successors and assigns from any responsibility or liability resulting from the physical condition and/or actions of said animals, both during the holding period and after their release, if any.~~

If the animal is surrendered by the owner, the City of Long Beach shall be responsible for an amount equal to the costs of a ten (10) day quarantine and necessary medical treatments. If the animal is returned to the owner, then the owner shall be responsible for the costs incurred for the ten (10) day quarantine and necessary medical treatments. The cost for a ten (10) day bite case quarantine is ten dollars and no/100 (\$10.00) per day. Refer to Section 3 regarding payment.

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

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South Mississippi, Inc after a five day holding period as required by Mississippi State law. The five day holding period shall begin upon the animal(s) arrival to the Humane Society of South Mississippi.

The Humane Society of South Mississippi, Inc. will hold said animals for a period of not more than 40 days after which time the court case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal. Furthermore, the Humane Society will accept for care a maximum of 25 bite or court case animals at one time from all municipalities it serves. Once the maximum number of bite or court case animals is achieved no further animals will be accepted for care from any municipality served.

The City of Long Beach, Mississippi will pay to the Humane Society of South Mississippi, Inc. the additional sum of ten dollars and no/100 (\$10.00) per day that the animals are held at the shelter. Bills for said additional amounts will be submitted monthly by the Humane Society of South Mississippi, Inc. and any amounts due and owing shall be paid to the Humane Society of South Mississippi, Inc. at 2615 25th Avenue, Gulfport, Mississippi, 39501 within fifteen (15) days of receipt. Any attempts at reimbursement for said additional amounts from any party found responsible therefore as a result of court action shall be the sole responsibility of the City of Long Beach, Mississippi, and not the Humane Society of South Mississippi, Inc.

The Humane Society of South Mississippi, Inc. and the City of Long Beach, Mississippi mutually agree that medical evaluation of said animals is not the responsibility of the Humane Society of South Mississippi, Inc. but at its discretion the Humane Society of South Mississippi may render necessary medical treatment as prescribed by a licensed veterinarian to an animal to relieve pain and/or extreme discomfort and the charges shall be paid by the City of Long Beach.

~~The City of Long Beach, Mississippi further agrees to indemnify the Humane Society of South Mississippi, Inc. and its agents, volunteers, employees, Board of Directors, officer, successors and assigns from any responsibility for or liability resulting from the physical condition and/or actions of said animals, both during the holding period and after their release, if any. Any indemnification from the City of Long Beach, Mississippi in favor of the Humane Society of South Mississippi, Inc. under this contract shall not exceed the City's authority permitted by law.~~

IN WITNESS WHEREOF, The parties have respectively caused this Agreement to be executed by their undersigned duly authorized representatives, this the 18th day of September, 2007.

ATTEST _____ CITY OF LONG BEACH, Mississippi

ATTEST _____ HUMANE SOCIETY OF SOUTH MISSISSIPPI

The Mayor will contact Harrison County Supervisor, Dr. Marlin Ladner, to discuss removal of the dilapidated boardwalk debris and the matter was placed on the agenda for the next regular meeting, October 2, 2007, for an update.

It was determined that the rip-rap stored at the harbor will be utilized for repairs to the harbor. The fence around the rip-rap will be reinforced.

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Discussion was held regarding drainage and other problems on Mt. Bass and Gandy Circle, and the matter was taken under advisement for further consideration at the next regular meeting, October 2, 2007.

There came on for consideration smart codes and the professional services of the firm of Ayers Saint Gross.

After considerable discussion and debate, Alderman Lishen made motion seconded by Alderman Notter to adopt the smart code framework throughout the City.

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	Aye

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

Employee medical insurance benefits were taken under advisement for further review and consideration at the next regular meeting, October 2, 2007.

Public notification will go out to the schools and the general public, that the noise ordinance will be strictly enforced.

Alderman Notter made motion seconded by Alderman Burton and unanimously carried to schedule a work session, Wednesday, September 26, 2007, at 5:30 p.m., to meet in conjunction with the Long Beach Chamber of Commerce and the Long Beach Youth Commission regarding promotional signage on Beach Boulevard.

Smart code reference material will be made available for research in the Long Beach Public Library.

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The Mayor opened the floor for public comments, and the following persons addressed the Mayor and Board of Aldermen regarding the animal control ordinance.

Sandy Chestnut, 212 Carroll Avenue, Long Beach, Mississippi;

Ray Chestnut, 105 Driftwood Drive, Long Beach, Mississippi.

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 Burton 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