

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m. it being the third Tuesday in December, 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 McNary arrived late and was preliminarily absent the meeting.

The meeting was called to order and the Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on November 20, 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 Bids for "TREES", as evidenced by the Publisher's Proof of Publication.

Alderman Notter made motion seconded by Alderman Boggs 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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PROOF OF PUBLICATION

LEGAL NOTICE ADVERTISEMENT FOR BIDS
 NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen, Long Beach, Mississippi, will receive sealed bids on the following trees:
 10 River Birch, currently 8 to 10 feet
 52 Magnolias 6 to 8 feet
 18 Little Gem Magnolias to 8 feet
 64 Crepe Myrtle 10 to 12 feet (non-suckering)
 25 Live Oaks 8 to 10 feet
 30 Savannah Hollies, 8 to 10 feet
 18 Noodle point Hollies, 5 to 6 feet
 7 Bradford Pears 8 to 10 feet
 27 Cypress 6 to 8 feet.
 Trees must meet most specifications of the American Association of Nurserymen's American Standard for Nursery Stock, ensuring that the same species are uniform in size and shape. Trees must have a one-year warranty from the nursery. Prices quoted shall include delivery to Long Beach, Mississippi, and deliver shall be staggered through December and January (by the truckload).
 All sealed bids must be clearly marked on the outside envelope, "BID FOR TREES". Bids will be received until the hour of 5:00 o'clock p.m. Tuesday, December 18, 2007, at the Long Beach City Hall City Clerk's Office, 645 Klondyke Road, P. O. Box 929, Long Beach, Mississippi, 39560, (228) 893-1556. All bids properly filed will be publicly opened and read aloud at the regular meeting of the Mayor and Board of Aldermen scheduled for December 18, 2007, at 5:30 p.m. Long Beach School District Central Office, 19148 Commission Road.
 Bids may be held by the City of Long Beach, for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the Contract.
 The City of Long Beach reserves the right to reject any and all bids and to waive any informalities.
ORDERED: this 20th day of November, 2007, Mayor and Board of Aldermen, Long Beach, Mississippi.
 By: /s/ signed Robbert E. Schuff, City Clerk
 Please publish two (2) times Friday, November 30th and December 7, 2007.
 S16.adv30.7.2Fr
 1211942

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Jule Garner 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. 124 No., 58 dated 30 day of Nov, 20 07
 Vol. 124 No., 65 dated 7 day of Dec, 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 _____

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.

DEC 10 2007

Juli A. Lane
 Clerk

Sworn to and subscribed before me this 10 day of December, A.D., 20 07

Commission Expires on:
 15 October, 2011

Karen Shook
 Notary Public

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

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

Pine Hills Nursery and Garden Center
 74343 Cuevas Road
 Pass Christian, MS 39571
 Bid Amount: \$ 42,287.00

Heritage Nursery
 P.O. Box 10586
 Jackson, MS 39289
 Bid Amount: \$ 21,532.00

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Hart's Landscaping & Construction
1045 Williams Street
Brookhaven, MS 39601
Bid Amount: \$ 35,500.00

Upon discussion, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to take the aforementioned bids under advisement for review and tabulation with a recommendation at the recess meeting scheduled for January 2, 2008.

The Mayor and Board of Aldermen recognized Herb Carmack and presented him with a Certificate of Appreciation for his eleven years of dedicated service with the City of Long Beach.

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

There came on for consideration the December 13, 2007, Planning Commission minutes and an appeal filed by Mary F. Kippes, as follows:

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Becky

From: wappy7777@aim.com
Sent: Friday, December 14, 2007 4:04 PM
To: cityclerk@cityoflongbeachms.com
Subject: Fwd: zoning appeal

-----Original Message-----

From: wappy7777@aim.com
To: cityclerk@cityoflongbeachms.com
Sent: Fri, 14 Dec 2007 3:55 pm
Subject: zoning appeal

Dear City Clerk,

I would like to file an appeal on a decision that was made by the City Of Long Beach Zoning board last night, December, 13 2005. My Zoning was changed in error in 2002. I asked the Zoning Board to re-instate my original Zoning status that was C-3 at the time I purchased it. I have run an art business out of the property from 1998 until now. I have held an privilege license from that time.

My name is Mary F. Kippes, 20170 Pineville Road, Long Beach, Ms 39560.

More new features than ever. Check out the new [AIM\(R\) Mail!](#)

12/14/2007

Upon discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve said minutes with exception to Planning Commission approval of the application for SPECIAL EXCEPTION USE, Jan Karatzelidid, 18124 Allen Road, Long Beach, Mississippi; Planning Commission denial and subsequent appeal of the application for ZONING MAP CHANGE, Mary Kippes, 20170 Pineville Road, Long Beach, Mississippi; Final approval Oak Haven Subdivision, Phase 1.

M.B. 59

REG: 12.18.07

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Alderman Holder then made motion seconded by Alderman Notter and unanimously carried to schedule two (2) public hearings February 5, 2008, 5:30 p.m., application for SPECIAL EXCEPTION USE, Jan Karatzelidid, 18124 Allen Road, Long Beach, Mississippi, and the appeal filed, application for ZONING MAP CHANGE, Mary Kippes, 20170 Pineville Road, Long Beach, Mississippi.

* * *

Alderman McNary arrived at the public meeting.

* * *

After considerable discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to take final approval, Oak Haven Subdivision, under advisement for further consideration at the recess meeting scheduled, January 2, 2008.

Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to approve payment of invoices as listed in Docket of Claims number 121807 inclusive of the invoice for Post Office Box 630 (Water Department) in the amount of \$104.00 to the Long Beach Postmaster for 24 months rental.

Based upon the recommendation of Fire Chief George Bass and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve the Step Increase, Chief George Bass, PS-21-IX, effective November 1, 2007.

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

Alderman Boggs made motion seconded by Alderman Holder and unanimously carried to approve the Ayers Saint Gross contract, authorizing the Mayor to execute same, as follows:

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AGREEMENT

THIS AGREEMENT made and entered into this 14th day of November 2007, by and between the city of Long Beach, Mississippi (hereinafter referred to as "Grantee"), and Ayers/Saint/Gross, Inc., (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Round I Planning Grant funds from the Mississippi Development Authority for Project #R-103-235-01-KP for the preparation of a Comprehensive Plan, Zoning Ordinance and Map, Subdivision Regulations and Architectural Design Standards; and

WHEREAS, the Grantee was severely impacted by Hurricane Katrina, said impact including, among other things, housing, community facilities, transportation systems, land use, and land development patterns; and

WHEREAS, the pre-Katrina Comprehensive Plan, Zoning Ordinance and Map, Subdivision Regulations need to be updated, and Architectural Design Standards need to be prepared to properly guide the community's rebuilding and recovery; and

WHEREAS, the Grantee has requested proposals for professional CDBG planning consulting services for the preparation of the planning documents listed hereinabove and for which the MDA has provided CDBG funding; and

WHEREAS, the firm of Ayers/Saint/Gross, Inc. was selected by the Grantee to provide professional planning consultant services for the preparation of a Comprehensive Plan, Zoning Ordinance and Map, Subdivision Regulations and Architectural Design Standards.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contracted Party. The Grantee hereby agrees to employ the Contracted Party, and the Contracted Party hereby agrees to perform services set forth hereinafter in connection with the Katrina Supplemental CDBG Planning Grant, which will be financed by grant funds under a Planning Grant from the Mississippi Development Authority (MDA).
2. Scope of Services. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
3. Disposition of Work. All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services, set forth as Exhibit "A", shall be the property of the Grantee.
4. Period of Performance. The services provided under this Agreement by the Contracted Party shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Contracted Party can, however, be reviewed annually and modified as is mutually agreeable to the two parties.
5. Termination for Convenience of Contracted Party. The Contracted Party may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof. Such written notice shall be furnished the Grantee at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the Grantee. In the event of termination for convenience by Contracted Party, all payments, after the date of termination, shall be forfeited to the Grantee, and any obligation by the Local Government to the Consultant shall be terminated.
6. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of Four Hundred Fifty Thousand dollars

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(\$450,000.00). The Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".

7. Special Provisions and Regulations – U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to comply with all special provisions and regulations required by HUD as set out in "Exhibit C". The term "Applicant" in this exhibit is synonymous with the term "Grantee".

8. Certifications and Assurances – U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to comply with all certifications and assurances required by HUD and the Mississippi Development Authority as set out in "Exhibit D". The term "Applicant" in this exhibit is synonymous with the term "Grantee".

9. Successors and Assigns: The Grantee and Contracted Party each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Grantee and the Contracted Party.

10. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented to, in writing, by both parties.

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

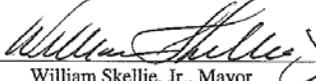
IN WITNESS WHEREOF, the city of Long Beach and the Contracted Party have executed this Agreement this the 18th day of Dec 2007.

Ayers/Saint/Gross, Inc.

By: 
Glenn W. Birx, Principal

ATTEST:

Kimberly G. Heaney-Contracts Administrator/FSO

The City of Long Beach, Mississippi
By: 
William Skellie, Jr., Mayor

ATTEST:


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EXHIBIT "A"

SCOPE OF WORK COMPREHENSIVE PLAN LONG BEACH, MISSISSIPPI

- I. The Planning Process/Development of the Comprehensive Plan**
- A. The development of the Comprehensive Plan for the City of Long Beach shall be undertaken in a manner that maximizes input and involvement of the City Planning Commission, elected officials, and citizens of Long Beach.
- The development of the Plan will give consideration to recommendations of the Governor's Charrette for the City of Long Beach.
- The Comprehensive Plan shall be completed within 12 months from the date of issuance of notice to proceed from the City. At least 50 bound copies of the Plan shall be delivered upon completion of the Plan. A CD will also be provided in Microsoft Word format or other format approved by the City.
- II. Delineate Planning Area**
- A. Corporate Limits
B. Area outside corporate limits
C. Planning Area Map
- III. Establishment of Long-Range Goals and Objectives for Development of Long Beach (20-25 years) for the following:**
- A. Residential Development;
B. Commercial Development;
C. Industrial Development;
D. Development of Parks, Open Space, and Recreation;
E. Street or Road Improvements;
F. Public Schools; and
G. Community Facilities
- IV. Existing Land Use Inventory and Analysis**
- A. Preparation of an existing land use study and map that will depict the utilization of land in the City and its planning area according to land use categories, i.e., residential, commercial, industrial, public and semi-public, etc.
- B. Preparation of a Neighborhood Analysis and Neighborhood Improvement Strategy. This analysis and strategy will delineate neighborhood study areas within the City, will undertake an inventory and analysis of housing, public facilities, and utilities in each neighborhood, and develop strategies for long- and short-term development, redevelopment, and/or revitalization of each neighborhood.
- C. Preparation of a vacant land analysis to identify vacant parcels of land and their suitability for development. This analysis will classify vacant land into the following categories:
1. Vacant and unconstrained;
 2. Vacant and subject to the 100-year flood;
 3. Vacant and in a floodway;

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4. Vacant and subject to severe slope; and
 5. Vacant and subject to other development constraints.
- V. Population Study and Projections**
- A. An analysis of the ethnic composition of the City and County
 - B. Populations by age and sex for City and County
 - C. Number of households by type for City and County
 - D. Population trends since 1970 for City, County, and region
 - E. Incremental population projections for 2010, 2015, 2020, and 2025
- VI. Housing Characteristics**
- A. Analysis of housing occupancy and tenure
 - B. Value of owner-occupied units
 - C. Contract rent in rental units
 - D. Ethnic origin of households
 - E. Housing trends and the market
 - F. Recommendations
- VII. Economic and Employment Analysis**
- A. City, County, and regional employment trends
 - B. Analysis of employment by sector, i.e., retail, service, manufacturing, etc.
 - C. Major employers by type
 - D. Major factors affecting the economy and employment – current and future
 - E. Trends in retail sales
 - F. Recommendations for economic development and for maximizing development opportunities for the following sectors:
 1. Retail and commercial development
 2. Industrial development
 3. Eco-Tourism development
- VIII. Community Facilities and Services Study**
- A. A careful analysis of services and facilities offered by the City of Long Beach and the development of recommendations relative to each:
 1. City Hall
 2. Police Protection
 3. Fire Protection
 4. Public Library
 5. Garbage Collection
 6. Drainage
 7. Water System
 8. Sanitary Sewer System
 9. Natural Gas System
 10. Recreational Facilities
 11. Schools
 12. Housing
 13. Animal Control
 14. Others
- IX. Transportation Analysis and Plan**
- A. Development of a Transportation Plan in map form that sets forth the functional classification of all existing and proposed streets
 - B. Development of recommendations relative to street improvements needed
 - C. Identifications of other transportation modes, i.e., railroad, airport, and an analysis of each. Recommendations will be provided.
 - D. Development of a Pedestrian and Bicycle Pathway Plan

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X. Future Land Use Plan

- A. Preparation of a Land Use Plan in map form. The plan shall depict the general distribution and extend of land for residential, commercial, industrial, and other uses. The Land Use Plan shall be the legal basis for the Zoning Ordinance of the City of Long Beach.

XI. Special Analyses

- A. *Downtown Renewal Implementation Strategy*
The Long Beach Downtown Renewal Plan shall be the basis for the preparation of a five (5) year Downtown Renewal Implementation Strategy. The Strategy will take the Governor's Charrette into consideration.

The Implementation Strategy shall include recommendations, estimates of costs, and shall identify reasonable funding sources.

B. *Intergovernmental Opportunities*

The Plan shall address opportunities for enhancing intergovernmental cooperation between Long Beach, Gulfport, and Harrison County. The Plan shall make recommendations for maximizing intergovernmental cooperation in the following areas at a minimum:

1. Retail development
2. Industrial development
3. Fire protection
4. Police protection
5. Recreation
6. Public Utilities
7. Others

C. *Annexation Analysis*

The Plan shall include a preliminary analysis of the need for annexation and shall recommend areas for further study. The annexation analysis shall use as a basis, the indicia of reasonableness of annexation established by the Mississippi Supreme Court.

D. *SmartCode*

The Plan shall include an analysis wherein SmartCode is considered for the City of Long Beach. The analysis will among other things require interaction with officials of the City, the Planning Commission and shall require public meetings to provide citizens an opportunity to provide input. Recommendations shall be made as to whether SmartCode is advantageous to the City and as to particular areas of the City wherein SmartCode should be applied.

XII. Capital Improvements Plan

- A. Development of a five-year program that prioritizes capital improvement needs of the City, identifies various methods of financing these improvements, and provides a timetable for the improvements.

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SPECIAL NOTE: It should be noted that the Outline for the Comprehensive Plan is intended to insure that the final plan is consistent with the definition of a Comprehensive Plan as set forth in the Mississippi Code of 1972, as amended, as Section 17-1-1.

It is the intent of the City, however, to allow some flexibility in the preparation of the Plan and to modify the Outline as may be determined by the City, Planning Commission and selected consultant(s) to be necessary and appropriate, so long as the Comprehensive Plan meets the needs of the City and so long as the Plan is prepared in accordance with the legal definition of a Comprehensive Plan.

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EXHIBIT "A"

SCOPE OF WORK ZONING ORDINANCE AND MAP LONG BEACH, MISSISSIPPI

- I. Process of Update of Zoning Ordinance Text and Map**
- A. Zoning is the primary implementation tool of the Comprehensive Plan, and the effects of Hurricane Katrina require an update of the official Zoning Ordinance text and the associated Zoning Map to be in accordance with the Comprehensive Plan.
- B. Development of the Zoning Ordinance and Map shall be undertaken in a manner that maximizes input and involvement of the City Planning Commission, Board of Aldermen, and the citizens of the City of Long Beach.
- The development of both the Zoning Ordinance and Zoning Map will be consistent with the updated Comprehensive Plan and will take the recommendations of the Governor's Charrette into consideration.
- C. Development of the updated Zoning Map shall be accomplished through a series of meetings of the Planning Commission, enforcement staff and general public and will be developed in concert with the Future Land Use Plan element of the Comprehensive Plan.
- D. The Zoning Ordinance and Map shall be completed within 12 months from the date of issuance of notice to proceed from the City. At least 50 bound copies of the Zoning Ordinance and Map shall be delivered upon completion. A CD will also be provided in Microsoft Word format or other format approved by the City.
- II. Scope of Work for Zoning Ordinance Text and Map**
- A. Review and modify the Zoning Ordinance to include at a minimum:
1. Review of appropriateness of zoning districts and uses permitted therein. Each district shall contain a statement of intent, indicating the district's prime function, the characteristics which distinguish it from other districts, and the reasons for establishing it. The intent must have a substantial relation to the general purposes of zoning.
 2. Review administrative processes in an effort to clarify the process and reduce delays in the processing of cases.
 3. Review the appropriateness of delineation of zoning districts on the official Zoning Map and development of a new official Zoning Map that is consistent with the post-Katrina Comprehensive Plan.
 - a. Modify zoning district boundaries.
 - b. Addition of new zoning districts.
 - c. Overlay zones.

SPECIAL NOTE: It should be noted that the scopes of work set forth herein are intended to have some flexibility and the City and the selected consultant(s) may alter or modify the tasks if necessary and appropriate and if local conditions or circumstances require.

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EXHIBIT "A"

SCOPE OF WORK SUBDIVISION REGULATIONS LONG BEACH, MISSISSIPPI

I. Process of Update of Subdivision Regulations

- A. Subdivision Regulations are a very important implementation tool of the Comprehensive Plan, and the effects of Hurricane Katrina require an update of the City's Subdivision Regulations to ensure proper development.
- B. The City's Subdivision Regulations are out of date and do not provide for "Post-Katrina" development requirements.
- C. Development of the Subdivision Regulations shall be undertaken in a manner that maximizes input and involvement of the City Planning Commission, Board of Aldermen, and the citizens of the City of Long Beach.
- D. Development of the Subdivision Regulations shall be accomplished through a series of meetings of the Planning Commission, enforcement staff and general public.

Scope of Work for Subdivision Regulations

- A. Review and modify the Subdivision Regulations to include at a minimum:
 - 1. Review the current subdivision review procedures in an effort to clarify the process and reduce delays in the processing of cases.
 - a. Pre-Application phase
 - b. Review of Preliminary Plat
 - c. Review of Final Engineering Drawings and Specifications
 - d. Review and Recording of Final Plat
 - 2. The Subdivision Regulations shall be in conformance with all applicable State and Federal laws and regulations including, but not limited to, the Mississippi Department of Environmental Quality, the Mississippi State Department of Health and the Mississippi State Rating Bureau.
 - 3. The Subdivision Regulations shall also be in accordance with "Post-Katrina" development requirements and reflect new, state-of-the-art development standards.

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4. General design and construction improvement standards shall consider at a minimum the following:
 - a. Lot and block size standards
 - b. Easement requirements
 - c. Standards for subdivision monuments
 - d. Public land dedication and reservation standards
 - e. Street right-of-way and pavement standards
 - f. Street sub-grade and base standards
 - g. Private street standards
 - h. Intersection design and improvement standards
 - i. Standards for cul-de-sac streets
 - j. Sidewalk and bikeway requirements
 - k. Subdivision and development involving flood plain areas
 - l. Preservation of streams and natural drainage courses
 - m. Storm water hydrology and detention standards
 - n. Storm water quality requirements
 - o. Infrastructure and appurtenances minimum design and construction specifications
 - p. Tree protection and preservation standards
 - q. Erosion and sedimentation control measures
 - r. Connection to public utility systems
 - s. Over-sizing of public facilities
 - t. Storm water design requirements
 - u. Potable water system design requirements
 - v. Underground utility requirements
 - w. Solid waste storage and disposal
 - x. Subdivision and development entrance signs
 - y. Common landscaped and fencing areas
 - z. Common recreational areas
 - aa. Standards for establishing homeowners associations

II. Completion

The Subdivision Regulations shall be completed within 12 months from the date of issuance of notice to proceed from the City. At least 50 bound copies of the Subdivision Regulations shall be provided upon completion of the regulations. A CD will also be provided in Microsoft Word format or other format approved by the City.

SPECIAL NOTE: It should be noted that the scopes of work set forth herein are intended to have some flexibility and the City and the selected consultant(s) may alter or modify the tasks if necessary and appropriate and if local conditions or circumstances require.

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EXHIBIT "A"

SCOPE OF WORK ARCHITECTURAL DESIGN STANDARDS LONG BEACH, MISSISSIPPI

PURPOSE OF PROJECT

The purpose of this project is to provide a document that will assist property owners, contractors, architects and others in the proper preservation, rehabilitation, restoration, and maintenance of buildings/structures within the downtown area of Long Beach and other areas as shown on the map attached hereto. In addition, the guidelines will serve as the basis on which plans for rehabilitation, additions, new construction and routine maintenance will be judged for harmony, compatibility and appropriateness during the permit review procedures by the City. The guidelines should encourage rehabilitation that is authentic and which reinforces neighborhood character, thereby protecting the investment made by property owners and encouraging others to invest in the area. Design guidelines strengthen the economic viability of the district by ensuring that inappropriate new construction, renovation and demolition does not reduce property values. The use of design guidelines shows that a community is committed to a quality standard that will protect property owners from inappropriate actions that would cause an adverse economic impact on other buildings along the street.

SCOPE OF WORK

The scope of work includes all materials and labor necessary for the development of design review guidelines, which will be used by the City to regulate the rehabilitation and restoration of buildings within the downtown area and other areas and the design of new construction within said area(s).

The completed guidelines shall be in a form that is camera-ready and can be printed or photocopied by the City of Long Beach. Because these guidelines may be photocopied, care should be taken during page layout (i.e. with shading and ink colors) to ensure that areas of text and illustrations will be legible when photocopied. The contractor shall provide one original and five (5) copies of the historic design review guidelines, as well as a compact disc in Word format or other format acceptable to the City, containing the publication. The historic design review guidelines shall contain as a minimum the following:

1. An introduction
2. Purpose of guidelines;
3. How to use the guidelines;
4. A discussion of the Secretary of the Interior Standards and Guidelines
5. Certificate of appropriateness process
6. A definition of work that constitutes "routine repair and maintenance" and the process for certification of this work
7. Standards and guidelines for rehabilitation and restoration involving each of the following:
 - a. windows, doors and shutters
 - b. siding
 - c. foundations and crawl space enclosures
 - d. architectural ornamentation
 - e. paint
 - f. roofs, gutters, dormers, skylights and chimneys
 - g. awnings and canopies
 - h. porches and balconies
 - i. steps and railings
 - j. fences and walls

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- k. lighting
 - l. mechanical systems (including satellite dishes)
 - m. landscaping and yard features (swimming pools, gazebos, fountains and pergolas)
 - n. driveways and parking lots
 - o. additions
8. Signs
9. New construction- specifying residential, traditional storefront commercial and other commercial buildings:
- a. setback, spacing, and orientation
 - b. size and shape
 - c. materials
 - d. architectural detailing
 - e. windows and doors;
 - e. color
 - f. parking lots and driveways
10. Other issues:
- a. handicap access and fire escapes
 - b. demolition
 - c. relocation
 - d. outbuildings

Illustrations (photographs and/or drawings) should be used to clarify the intent of the guidelines. The technical reasons for some of the guidelines should be explained in the appropriate section, as opposed to just stating "shall not be used." For example, the sand blasting of brick shall not be allowed because this method deteriorates the hard outer layer of the brick, causing the brick to eventually dissolve.

The Contractor shall consult with representatives of the City, the City's Main Street Director, Certified Local Government Coordinator, the Board of Architectural Review, the Mississippi Department of Archives and History, where necessary and appropriate, and any other interested groups or individuals to ensure that the guidelines address the needs of all parties.

The guidelines should be developed using the Secretary of the Interior's Standards and Guidelines as a model and tailoring them specifically to the City's built environment by observing design characteristics commonly found in the area. The guidelines should apply equally to all properties within the area, whether the building is considered to be historic or not. Changes made to non-historic buildings can be tailored to make these buildings more compatible with neighboring buildings, and therefore should be included in the review process.

COMPLETION

The scope of work described herein shall be completed within 12 months from the date of issuance of a notice to proceed from the City.

SPECIAL NOTE: It should be noted that the scopes of work set forth herein are intended to have some flexibility and the City and the selected consultant(s) may alter or modify the tasks if necessary and appropriate and if local conditions or circumstances require.

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Exhibit "B"

FEE SCHEDULE & DELIVERABLES LONG BEACH, MISSISSIPPI November 12, 2007

A. Comprehensive Plan Draft December 1, 2007 - \$30,000

I. The Planning Process/Development of the Comprehensive Plan

- A. The development of the Comprehensive Plan for the City of Long Beach shall be undertaken in a manner that maximizes input and involvement of the City Planning Commission, elected officials, and citizens of Long Beach.

The development of the Plan will give consideration to recommendations of the Governor's Charrette for the City of Long Beach.

The Comprehensive Plan shall be completed within twelve (12) months from the date of issuance of a Notice To Proceed from the City. At least fifty (50) bound copies of the Plan shall be delivered upon completion of the Plan. A CD will also be provided in Microsoft Word format or other format approved by the City.

II. Delineate Planning Area

- A. Corporate Limits
B. Area outside corporate limits
C. Planning Area Map

III. Establishment of Long-Range Goals and Objectives for Development of Long Beach (20-25 years) for the following:

- A. Residential Development;
B. Commercial Development;
C. Industrial Development;
D. Development of Parks, Open Space, and Recreation;
E. Street or Road Improvements;
F. Public Schools; and
G. Community Facilities

IV. Existing Land Use Inventory and Analysis

- A. Preparation of an existing land use study and map that will depict the utilization of land in the City and its planning area according to land use categories, i.e., residential, commercial, industrial, public and semi-public, etc.
- B. Preparation of a Neighborhood Analysis and Neighborhood Improvement Strategy. This analysis and strategy will delineate neighborhood study areas within the City, will undertake an inventory and analysis of housing, public facilities, and utilities in each neighborhood, and develop strategies for long- and short-term development, redevelopment, and/or revitalization of each neighborhood.

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- C. Preparation of a vacant land analysis to identify vacant parcels of land and their suitability for development. This analysis will classify vacant land into the following categories:
1. Vacant and unconstrained;
 2. Vacant and subject to the 100-year flood;
 3. Vacant and in a floodway;
 4. Vacant and subject to severe slope; and
 5. Vacant and subject to other development constraints.

(NOTE: Payment of \$30,000 will be made after delivery of the elements listed above and after it is determined by the City that the work elements are consistent with the scope of work set forth hereinabove.)

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Exhibit "B"

A. Comprehensive Plan Draft

January 1, 2008 – \$30,000

V. Population Study and Projections

- A. An analysis of the ethnic composition of the City and County
- B. Populations by age and sex for City and County
- C. Number of households by type for City and County
- D. Population trends since 1970 for City, County, and region
- E. Incremental population projections for 2010, 2015, 2020, and 2025

VI. Housing Characteristics

- A. Analysis of housing occupancy and tenure
- B. Value of owner-occupied units
- C. Contract rent in rental units
- D. Ethnic origin of households
- E. Housing trends and the market
- F. Recommendations

VII. Economic and Employment Analysis

- A. City, County, and regional employment trends
- B. Analysis of employment by sector, i.e., retail, service, manufacturing, etc.
- C. Major employers by type
- D. Major factors affecting the economy and employment – current and future
- E. Trends in retail sales
- F. Recommendations for economic development and for maximizing development opportunities for the following sectors:
 - 1. Retail and commercial development
 - 2. Industrial development
 - 3. Eco-Tourism development

VIII. Community Facilities and Services Study

- A. A careful analysis of services and facilities offered by the City of Long Beach and the development of recommendations relative to each:
 - 1. City Hall
 - 2. Police Protection
 - 3. Fire Protection
 - 4. Public Library
 - 5. Garbage Collection
 - 6. Drainage
 - 7. Water System
 - 8. Sanitary Sewer System
 - 9. Natural Gas System
 - 10. Recreational Facilities
 - 11. Schools
 - 12. Housing
 - 13. Animal Control
 - 14. Others

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IX. Transportation Analysis and Plan

- A. Development of a Transportation Plan in map form that sets forth the functional classification of all existing and proposed streets
- B. Development of recommendations relative to street improvements needed
- C. Identifications of other transportation modes, i.e., railroad, airport, and an analysis of each. Recommendations will be provided.
- D. Development of a Pedestrian and Bicycle Pathway Plan.

(NOTE: Payment of \$30,000 will be made after delivery of the elements listed above and after it is determined by the City that the work elements are consistent with the scope of work set forth hereinabove.)

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Exhibit "B"

A. Comprehensive Plan Draft
February 1, 2008 – \$39,000

X. Future Land Use Plan

- A. Preparation of a Land Use Plan in map form. The plan shall depict the general distribution and extend of land for residential, commercial, industrial, and other uses. **The Land Use Plan shall be the legal basis** for the Zoning Ordinance of the City of Long Beach.

XI. Special Analyses

- A. *Downtown Renewal Implementation Strategy*
The Long Beach Downtown Renewal Plan shall be the basis for the preparation of a five (5) year Downtown Renewal Implementation Strategy. The Strategy will take the Governor's Charrette into consideration.

The Implementation Strategy shall include recommendations, estimates of costs, and shall identify reasonable funding sources.

B. *Intergovernmental Opportunities*

The Plan shall address opportunities for enhancing intergovernmental cooperation between Long Beach, Gulfport, and Harrison County. The Plan shall make recommendations for maximizing intergovernmental cooperation in the following areas at a minimum:

1. Retail development
2. Industrial development
3. Fire protection
4. Police protection
5. Recreation
6. Public Utilities
7. Others

C. *Annexation Analysis*

The Plan shall include a preliminary analysis of the need for annexation and shall recommend areas for further study. The annexation analysis shall use as a basis, the indicia of reasonableness of annexation established by the Mississippi Supreme Court.

E. *SmartCode*

The Plan shall include an analysis wherein SmartCode is considered for the City of Long Beach. The analysis will among other things require interaction with officials of the City, the Planning Commission and shall require public meetings to provide citizens an opportunity to provide input. Recommendations shall be made as to whether SmartCode is advantageous to the City and as to particular areas of the City wherein SmartCode should be applied.

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XII. Capital Improvements Plan

- A. Development of a five-year program that prioritizes capital improvement needs of the City, identifies various methods of financing these improvements, and provides a timetable for the improvements.

(NOTE: Payment of \$39,000 will be made after delivery of the elements listed above and after it is determined by the City that the work elements are consistent with the scope of work set forth hereinabove.)

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Exhibit "B"

B. Zoning Ordinance and Map Draft ***February 1, 2008 – \$50,000****

I. Process of Update of Zoning Ordinance Text and Map

- A. Zoning is the primary implementation tool of the Comprehensive Plan, and the effects of Hurricane Katrina require an update of the official Zoning Ordinance text and the associated Zoning Map to be in accordance with the Comprehensive Plan.
- B. Development of the Zoning Ordinance and Map shall be undertaken in a manner that maximizes input and involvement of the City Planning Commission, Board of Aldermen, and the citizens of the City of Long Beach.

The development of both the Zoning Ordinance and Zoning Map will be consistent with the updated Comprehensive Plan and will take the recommendations of the Governor's Charrette into consideration.
- C. Development of the updated Zoning Map shall be accomplished through a series of meetings of the Planning Commission, enforcement staff and general public and will be developed in concert with the Future Land Use Plan element of the Comprehensive Plan.
- D. The Zoning Ordinance and Map shall be completed within twelve (12) months from the date of issuance of a Notice To Proceed from the City. At least fifty (50) bound copies of the Zoning Ordinance and Map shall be delivered upon completion. A CD will also be provided in Microsoft Word format or other format approved by the City.
- E. Review and modify the Zoning Ordinance to include at a minimum:
 1. Review of appropriateness of zoning districts and uses permitted therein. Each district shall contain a statement of intent, indicating the district's prime function, the characteristics which distinguish it from other districts, and the reasons for establishing it. The intent must have a substantial relation to the general purposes of zoning.

(NOTE: *Payment of \$50,000 will be made after delivery of the elements listed above and after it is determined by the City that the work elements are consistent with the scope of work.)

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March 1, 2008 - \$100,250**

II. Scope of Work for Zoning Ordinance Text and Map

- A. Review and modify the Zoning Ordinance to include at a minimum:
1. Review administrative processes in an effort to clarify the process and reduce delays in the processing of cases.
 2. Review the appropriateness of delineation of zoning districts on the official Zoning Map and development of a new official Zoning Map that is consistent with the post-Katrina Comprehensive Plan.
 - a. Modify zoning district boundaries.
 - b. Addition of new zoning districts.
 - c. Overlay zones.

(NOTE: **Payment of \$100,250 will be made after delivery of the elements listed above after it is determined by the City that the work elements are consistent with the scope of work.)

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Exhibit "B"

C. Subdivision Regulations Draft

April 1, 2008 - \$30,000 Progress Payments*

May 1, 2008 - \$40,000 Submission of Draft Document**

- I. Process of Update of Subdivision Regulations
 - A. Development of the Subdivision Regulations shall be undertaken in a manner that maximizes input and involvement of the City Planning Commission, Board of Aldermen, and the citizens of the City of Long Beach.
 - B. Development of the Subdivision Regulations shall be accomplished through a series of meetings of the Planning Commission, enforcement staff, and general public.
- II. **Scope of Work for Subdivision Regulations**
 - A. Review and modify the Subdivision Regulations to include at a minimum:
 1. Review the current subdivision review procedures in an effort to clarify the process and reduce delays in the processing of cases.
 - a. Pre-Application phase
 - b. Review of Preliminary Plat
 - c. Review of Final Engineering Drawings and Specifications
 - d. Review and Recording of Final Plat
 2. The Subdivision Regulations shall be in conformance with all applicable State and Federal laws and regulations including, but not limited to, the Mississippi Department of Environmental Quality, the Mississippi State Department of Health and the Mississippi State Rating Bureau.
 3. The Subdivision Regulations shall also be in accordance with "Post-Katrina" development requirements and reflect new, state-of-the-art development standards.

(NOTE: *Payment of \$30,000 will be made after delivery of Items II.A.1, 2, & 3 and after it is determined by the City that the work elements are consistent with the scope of work set forth hereinabove.)

4. General design and construction improvement standards shall consider at a minimum the following:
 - a. Lot and block size standards
 - b. Easement requirements
 - c. Standards for subdivision monuments
 - d. Public land dedication and reservation standards
 - e. Street right-of-way and pavement standards
 - f. Street sub-grade and base standards
 - g. Private street standards
 - h. Intersection design and improvement standards
 - i. Standards for cul-de-sac streets
 - j. Sidewalk and bikeway requirements

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- k. Storm water quality requirements
- l. Subdivision and development involving flood plain areas
- m. Preservation of streams and natural drainage courses
- n. Storm water hydrology and detention standards
- o. Infrastructure and appurtenances minimum design and construction specifications
- p. Tree protection and preservation standards
- q. Erosion and sedimentation control measures
- r. Connection to public utility systems
- s. Over-sizing of public facilities
- t. Storm water design requirements
- u. Potable water system design requirements
- v. Underground utility requirements
- w. Solid waste storage and disposal
- x. Subdivision and development entrance signs
- y. Common landscaped and fencing areas
- z. Common recreational areas
- aa. Standards for establishing homeowners associations

(NOTE: **Payment of \$40,000 will be made after delivery of Item II.A.4.a-aa. and after it is determined by the City that the work elements are consistent with the scope of work set forth hereinabove.)

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Exhibit "B"

D. Architectural Design Standards

June 1, 2008 - \$72,250

I. Scope of Work for Architectural Design Standards

The scope of work includes all materials and labor necessary for the development of design review guidelines, which will be used by the City to regulate the rehabilitation and restoration of buildings within the downtown area and other areas and the design of new construction within said area(s).

The completed guidelines shall be in a form that is camera-ready and can be printed or photocopied by the City of Long Beach. Because these guidelines may be photocopied, care should be taken during page layout (i.e. with shading and ink colors) to ensure that areas of text and illustrations will be legible when photocopied. The contractor shall provide one original and five (5) copies of the historic design review guidelines, as well as a compact disc in Word format or other format acceptable to the City, containing the publication. The historic design review guidelines shall contain as a minimum the following:

1. An introduction
2. Purpose of guidelines
3. How to use the guidelines
4. A discussion of the Secretary of the Interior Standards and Guidelines
5. Certificate of appropriateness process
6. A definition of work that constitutes "routine repair and maintenance" and the process for certification of this work
7. Standards and guidelines for rehabilitation and restoration involving each of the following:
 - a. windows, doors and shutters
 - b. siding
 - c. foundations and crawl space enclosures
 - d. architectural ornamentation
 - e. paint
 - f. roofs, gutters, dormers, skylights and chimneys
 - g. awnings and canopies
 - h. porches and balconies
 - i. steps and railings
 - j. fences and walls
 - k. lighting
 - l. mechanical systems (including satellite dishes)
 - m. landscaping and yard features (swimming pools, gazebos, fountains and pergolas)
 - n. driveways and parking lots
 - o. additions
8. Signs
9. New construction- specifying residential, traditional storefront commercial and other commercial buildings:
 - a. setback, spacing, and orientation
 - b. size and shape
 - c. materials
 - d. architectural detailing
 - e. windows and doors

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- e. color
- f. parking lots and driveways
- 10. Other issues:
 - a. handicap access and fire escapes
 - b. demolition
 - c. relocation
 - d. outbuildings

Illustrations (photographs and/or drawings) should be used to clarify the intent of the guidelines. The technical reasons for some of the guidelines should be explained in the appropriate section, as opposed to just stating "shall not be used." For example, the sand blasting of brick shall not be allowed because this method deteriorates the hard outer layer of the brick, causing the brick to eventually dissolve.

The Contractor shall consult with representatives of the City, the City's Main Street Director, Certified Local Government Coordinator, the Board of Architectural Review, the Mississippi Department of Archives and History, where necessary and appropriate, and any other interested groups or individuals to ensure that the guidelines address the needs of all parties.

The guidelines should be developed using the Secretary of the Interior's Standards and Guidelines as a model and tailoring them specifically to the City's built environment by observing design characteristics commonly found in the area. The guidelines should apply equally to all properties within the area, whether the building is considered to be historic or not. Changes made to non-historic buildings can be tailored to make these buildings more compatible with neighboring buildings, and therefore should be included in the review process.

(NOTE: Payment of \$72,250 will be made after delivery of the work elements above and after it is determined by the City that the work elements are consistent with the scope of work set forth hereinabove.)

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Exhibit "B"

Final Document Completion

July 1, 2008 - \$58,500

- I. Final Documents Submitted For:**
- a. Comprehensive Plan \$33,500
 - b. Zoning Ordinance and Map \$10,000
 - c. Subdivision Regulations \$ 5,000
 - d. Architectural Design Standards \$10,000

II. Completion of Final Documents

The scope of work described herein shall be completed within 12 months from the date of issuance of a notice to proceed from the City.

NOTE: It is mutually agreed that payment will be subject to approval and acceptance of the Comprehensive Plan by the City, which approval and acceptance shall include a certification from the City Attorney and CDBG Administrator that the Plan is consistent with the scope of work and with Mississippi's statutes defining a Comprehensive Plan.

Final payment will be made after approval and acceptance by the City for the Zoning Ordinance and Map, Subdivision Regulations, and Architectural Design Standards.

Total payments shall be as follows:

A. Comprehensive Plan	\$ 99,000
B. Zoning Ordinance and Map	\$150,250
C. Subdivision Regulations	\$ 70,000
D. Architectural Design Standards	\$ 72,250
E. Final Document Completion	<u>\$ 58,500</u>
Total	\$450,000

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EXHIBIT "C "

SPECIAL PROVISIONS AND REGULATIONS

STIPULATED BY

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

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

2. **Termination of Contract For Cause**

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

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

3. **Termination for Convenience of the Grantee**

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

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Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Records**

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

5. **Health and Safety Standards**

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

6. **Environmental Compliance**

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

7. **Energy Efficiency**

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

8. **Changes**

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

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9. **Personnel**

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

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

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

10. **Anti-Kickback Rules**

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

11. **Withholding of Salaries**

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

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

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

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13. Equal Employment Opportunity

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

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

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

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15. Section 3 Clause

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

16. Discrimination Because of Certain Labor Matters

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

17. Compliance with Local Laws

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

18. Subcontracting

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

19. Assignability

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

20. Interest of Members of Local Public Agency and Others

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

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain

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pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

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

22. Interest of Contractor

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

23. Political Activity

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

24. Davis-Bacon Act Requirements

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

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25. Uniform Act Requirements

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

26. Lead-Based Paint Requirements

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

27. Compliance with Office of Management and Budget

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

28. Flood Insurance Purchase Requirements

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

29. Historic Preservation

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

Minutes of December 18, 2007

Mayor and Board of Aldermen

30. Program Monitoring

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

31. Discrimination Due to Beliefs

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

32. Confidential Findings

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

33. Third-Party Contracts

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

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

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

Minutes of December 18, 2007

Mayor and Board of Aldermen

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

Minutes of December 18, 2007

Mayor and Board of Aldermen

- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

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

40. Lead Based Paint

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

Minutes of December 18, 2007

Mayor and Board of Aldermen

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

42. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

Minutes of December 18, 2007

Mayor and Board of Aldermen

EXHIBIT "D"

CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

- a. disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
- b. for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
- j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
- l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
- m. The applicant certifies that it will comply with applicable laws.

* * * * *

City Engineer David Ball updated the Mayor and Board of Aldermen regarding the site preparation, Elevated Tank and Well, EDA Grant. No action was required or taken regarding this matter.

* * * * *

Alderman Lishen made motion seconded by Alderman Holder and unanimously carried to approve Requests for Cash numbers 1 and 3, authorizing the Mayor to execute same, and invoices to Jimmy Gouras, as follows:

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

RECEIVED DEC 10 2007

*RIC#01
R-103-235-01-KCR*

APPROVED
DEC 10 2007
BY *[Signature]*

COPY

Rec'd Funds - Paymode

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY REVITALIZATION PROJECT
PROJECT NO. R-103-235-01-KCR**

AUGUST 31, 2007

INVOICE #5024

Services Rendered Pertaining to the Application Preparation, Administration, and Implementation of Project #R-103-235-01-KCR.

- | | | |
|----|--|----------|
| 1. | Application Preparation | \$10,000 |
| 2. | Completion of Environmental Review | 6,500 |
| 3. | Services from Notification of Grant Award to Release of Funds from MDA. Draft Letter Appointing Equal Opportunity and Labor Compliance Officer; Draft Letter Appointing FSP Manual Coordinator; Establishment of Grantee's Record Keeping and Financial Management System in Accordance With All Federal and State Laws and Regulations; Preparation of a Fair Housing Resolution; Preparation of a Code of Conduct and Procurement Procedures; Assist Grantee in Procuring Professional Services as Needed; Establishing a Filing System; Documenting Eligibility of Each CDBG Activity; Designation and Documentation of Slum and Blighted Areas; Preparation of Contracts for Professional Services; Preparing Cost Analysis For Procurement of Each Professional Service; Review and Approval of Grant Agreements; and Other Necessary Services. | 15,000 |

*Approved
Board Action
12/18/07 - ka*

ENTERED DEC 11 2007

TOTAL DUE

\$31,500

VENDOR # 3673
ACCOUNT # 608-622106
CK # 21163 AP
TRF # 608-1
Docket # 121107

*Paid
12/11/07*

*Thank you,
Jimmy Gouras*

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of December 18, 2007
Mayor and Board of Aldermen

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY REVITALIZATION PROJECT
PROJECT NO. R-103-235-01-KCR

SEPTEMBER 30, 2007

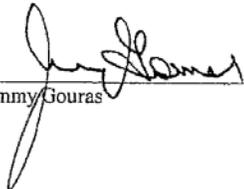
INVOICE #5061

Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KCR.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

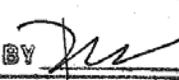
\$4,141.56


Jimmy Gouras

ENTERED DEC 11 2007

APPROVED

DEC 11 2007

BY 

3673 / 608.622100

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of December 18, 2007 Mayor and Board of Aldermen

PayMode Reporting

Page 1 of 1



Collector Payment and Remittance Report

Report Generated At: 11/29/2007 15:28:39

<< First < Prev Next > Last >> Page 1 of 1

[Open as PDF for printing](#) [Open as PDF with attachments for printing](#)

[Return To Reports Menu](#)

Company Name: CITY OF LONG BEACH
Collector Account: LONGBEACH.CITYOF

DPA #	Payment Reference #	Payment Status	Disburser Account ID	Vendor #	Credit Date	Payment Amount	Bank Account # (last 4 digits)	Attachment	Associated Payment	
230162188	C0010513629	Processed Successfully	StateofMS.411		11/30/2007	\$35,641.56	XXXX6454	YES	NO	
	Remit Item #	Vendor #	Vendor Name	Buyer Account #/Description	Agency Name	Agency Phone #	Payment Voucher #	Invoice #	Paid Invoice Amount	Currency
	1	V0000687764	CITY OF LONG BEACH	R10323501KCR	MS DEVELOPMENT AUTHORITY	(601) 359-2908	PV 411 135962	135962 001	\$35,641.56	USD
Additional Information										
Click Here to display this item										
Total Count and Sum for 11/30/2007									1 payment(s) for \$35,641.56	
Total Count and Sum for LONGBEACH.CITYOF									1 payment(s) for \$35,641.56	
Grand Totals									1 payment(s) for \$35,641.56	
Number of Remittances:									1 payment(s) for \$35,641.56	
Grand Totals: 1 payment(s) for \$35,641.56										

<< First < Prev Next > Last >> Page 1 of 1

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11/30/07

12/10/07
This request for cash came to the City Clerk's attention this day when looking for request #2 - which I thought was #1 - according to Adriano Howell, General Sec. This request was signed by Maya 11/6/07, however request was not submitted to City Clerk for Board Approval nor was invoice submitted for payment. For this reason - payment was not turned around in 3 days - will cut check for General today - 12/10/07

<https://secure.paymode.com/paymode/drawCachedReport.jsp?l=1>

11/29/2007

Minutes of December 18, 2007
 Mayor and Board of Aldermen

Additional Information

Report Generated At: 11/29/2007 15:28:52
 Settlement Date: 11/30/2007
 Collecting PayMode Account: LONGBEACH.CITYOF
 Payment Amount: \$35,641.56

Payment Summary:
 Payment Reference #: C0010513629
 Disbursing PayMode Account: StateofMS.411
 Current Status: Processed Successfully
 Remit Item #: 1

LN	Line Description	Acct Code	Acct Description	Amount
01	COMMUNITY REVITALIZATION	64590	OTHER AID IN MUNICIPALITIES	\$ 35,641.56

Minutes of December 18, 2007
 Mayor and Board of Aldermen

Collector Payment and Remittance Report

Company Name: CITY OF LONG BEACH
 LONGBEACH.CITYOF

Collector Account ID:

Payments Settling On: 11/30/2007

DPA # 230162188
 Payment Reference # C0010513629
 Disbursement Account ID StateofMS.411
 Payment Status Processed Successfully
 Vendor # V0000687764
 Vendor Name CITY OF LONG BEACH
 Buyer Account #/Description R10323501KCR
 Agency Name MS DEVELOPMENT AUTHORITY
 Agency Phone (801)369-2908
 Payment Voucher # PV 411 135962
 Invoice # 135962 001
 Paid Invoice Amount \$35,641.56
 Currency USD
 Attachment YES
 Associated Payment NO

Remittances:

Remit Item #	Vendor #	Vendor Name	Buyer Account #/Description	Agency Name	Agency Phone #	Payment Voucher #	Invoice #	Paid Invoice Amount	Currency
1	V0000687764	CITY OF LONG BEACH	R10323501KCR	MS DEVELOPMENT AUTHORITY	(801)369-2908	PV 411 135962	135962 001	\$35,641.56	USD

Additional Information

LN	Line Description	Acct Code	Acct Description	Amount
01	COMMUNITY REVITALIZATION	64590	OTHER AID IN MUNICIPALITIES	\$ 35,641.56

Total Count and Sum for 11/30/2007 1 payment(s) for \$35,641.56
 Total Count and Sum for LONGBEACH.CITYOF 1 payment(s) for \$35,641.56
 Grand Totals 1 payment(s) for \$35,641.56
 Number of Remittances: 1 payment(s) for \$35,641.56
 Grand Totals: 1 payment(s) for \$35,641.56

Minutes of December 18, 2007
 Mayor and Board of Aldermen

Mississippi Development Authority
 Cash Summary Support Sheet

Applicant: City of Long Beach Request No: 1 Grant Number: R-103-06
 Period Cost - Beginning: August 29, 2007 Ending Date: September 30, 2007 Contract Number: R-103-235-01-KCR

Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
1. Activity: Administration					
A. Administration	Jimmy Gouras	5061	\$4,141.56		\$4,141.56
B. Administration	Jimmy Gouras	5024	\$21,500.00		\$21,500.00
C.					
D.					
		Subtotal:	\$25,641.56	\$	\$25,641.56
2. Activity: Application Preparation					
A. Application Preparation	Jimmy Gouras	5024	\$10,000.00		\$10,000.00
B.					
C.					
D.					
		Subtotal:	\$10,000.00	\$	\$10,000.00
3. Activity:					
A.					
B.					
C.					
D.					
		Subtotal:			

Minutes of December 18, 2007 Mayor and Board of Aldermen

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information	
Applicant Name: City of Long Beach Mailing Address: Post Office Box 829 Street Address: City, State, Zip: Long Beach, MS 39560 Telephone No.: 228-863-1556 Fax Number: 228-965-9822 Email Address: dchick@cityoflongbeachms.com	Grant No.: 08-502881 Project No.: 01300088 Request No.: 1		
Bank Information Electronic Transfer: 08502881 Bank Account: 01300088 Bank Name: Hancock Bank Address: 161 Jeff Davis Avenue City, State, Zip: Long Beach, MS 39560 Telephone No.: 228-965-0000		FOR INDIA USE ONLY Vendor No.: MS Voucher Number:	
Section C: Request For Activity From: August 29, 2007 To: September 30, 2007		Approval for Payment Signature: _____ Date: _____ Activity Number: _____	

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 173,095.00	\$ 20,841.56	\$ 147,454.44	
2 Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	
3 Architect/Engineering Expense	\$ 594,430.00	\$ -	\$ 594,430.00	
4 Acquisition Expense	\$ 250,000.00	\$ -	\$ 250,000.00	
5 Contingency Expense	\$ 430,000.00	\$ -	\$ 430,000.00	
6 Drainage & Flood Protection	\$ 1,870,000.00	\$ -	\$ 1,870,000.00	
7 Street & Road Improvements	\$ 3,810,000.00	\$ -	\$ 3,810,000.00	
8				
9				
10				
11				
12				
Total	\$ 6,837,525.00	\$ 25,041.56	\$ 6,602,274.44	

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.


 Signature of Authorized Official
 William Steris Jr., Mayor
 Typed Name and Title of Authorized Official

Date Signed: 11-6-07
 Prepared By: Christy Pickett, CPA
 Date Prepared: 9/29/07
 228-374-0330
 Preparer's Telephone No.

Minutes of December 18, 2007 Mayor and Board of Aldermen

Page 2 of 2

Applicant: City of Long Beach Request No: 1 Grant Number: R-103-06 Contract Number: R-103-235-01-KCR

Cash Summary Support Sheet

4. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	(a)	(b)	Match Share	Federal Share
A.								
B.								
C.								
D.								
Subtotal:								
5. Activity:								
A.					(a)	(b)	Match Share	Federal Share
B.								
C.								
D.								
Subtotal:								
6. Activity:								
A.					(a)	(b)	Match Share	Federal Share
B.								
C.								
D.								
Subtotal:								
Cumulative Match Expended To Date:				\$	35,641.56	\$	-	\$
Cumulative Federal Expended To Date:				\$	35,641.56			

I hereby certify that: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
 Typed Name and Title of Authorized Official

 Signature of Authorized Official

Minutes of December 18, 2007 Mayor and Board of Aldermen

Dec 12 07 04:14p

Jimmy Gouras Planning

2284369427

p.6

RFC#1
R-103-235-KP

Rec'd Funds - Paymode

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
PLANNING PROJECT
PROJECT NO. R-103-235-01-KP**

AUGUST 31, 2007

INVOICE #5007

Services Rendered Pertaining to the Application Preparation, Administration,
and Implementation of Project #R-103-235-01-KP.

1.	Application Preparation	\$2,500
2.	Completion of Environmental Review	1,000
3.	Services from Notification of Grant Award to Release of Funds from MDA. Draft Letter Appointing Equal Opportunity and Labor Compliance Officer; Draft Letter Appointing FSP Manual Coordinator; Establishment of Grantee's Record Keeping and Financial Management System In Accordance With All Federal and State Laws and Regulations; Preparation of a Fair Housing Resolution; Preparation of a Code of Conduct and Procurement Procedures; Assist Grantee in Procuring Professional Services as Needed; Establishing a Filing System; Documenting Eligibility of Each CDBG Activity; Designation and Documentation of Slum and Blighted Areas; Preparation of Contracts for Professional Services; Preparing Cost Analysis For Procurement of Each Professional Service; Review and Approval of Grant Agreements; and Other Necessary Services.	1,500
TOTAL DUE		<u>\$ 5,000</u>

Approved
Board Action
12/18/07

PAID
DEC 13 2007
Check # 21237

V-3673 / 608-622100

ENTERED DEC 13 2007

APPROVED
RECEIVED DEC 13 2007
DEC 13 2007

BY

JIMMY G. GOURAS

1100 CHERRY ST • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jgouras@bellsouth.net

Minutes of December 18, 2007
Mayor and Board of Aldermen

Dec 12 07 04:14p

Jimmy Gouras Planning

2284369427

p. 7

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
PLANNING PROJECT
PROJECT NO. R-103-235-01-KP

SEPTEMBER 30, 2007

INVOICE #5050

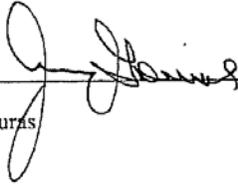
Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KP.

Services rendered include overall coordination of project activities; Attending State monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from the State; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 1,166.67

Jimmy Gouras

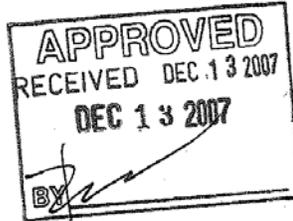


PAID

DEC 13 2007

Check # 21237

ENTERED DEC 13 2007



V-3673/
608-622100

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of December 18, 2007
 Mayor and Board of Aldermen

Mississippi Development Authority
 Cash Summary Support Sheet

Applicant: City of Long Beach Request No: 1 Grant Number: R-103-06
 Period Cost - Beginning: August 29, 2007 Ending Date: September 30, 2007 Contract Number: R-103-235-01-KP

1. Activity: Administration		(a)	(b)		
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.	Administration	Jimmy Gouras	5050	\$1,166.67	\$1,166.67
B.	Administration	Jimmy Gouras	5007	\$2,500.00	\$2,500.00
C.					
D.					
Subtotal:				\$3,666.67	\$3,666.67

2. Activity: Application Preparation		(a)	(b)		
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.	Application Preparation	Jimmy Gouras	5007	\$2,500.00	\$2,500.00
B.					
C.					
D.					
Subtotal:				\$2,500.00	\$2,500.00

3. Activity:		(a)	(b)		
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					
B.					
C.					
D.					
Subtotal:					

P. 3 2284369427 Jimmy Gouras Planning Dec 12 07 04:14p

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

Cash Summary Support Sheet

Applicant City of Long Beach Request No: 1 Grant Number: R-103-06 Page 2 of 2
 Contract Number: R-103-235-01-KP

4. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	(a)	(b)	Match Share	Federal Share
A.								
B.								
C.								
D.								
Subtotal:								
5. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	(a)	(b)	Match Share	Federal Share
A.								
B.								
C.								
D.								
Subtotal:								
6. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	(a)	(b)	Match Share	Federal Share
A.								
B.								
C.								
D.								
Subtotal:								

Cumulative Match Expended To Date: \$ 6,166.67 GRAND TOTAL: \$ 6,166.67 \$ 6,166.67

Cumulative Federal Expended To Date: \$ 6,166.67

I hereby certify that: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenses under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
 Typed Name and Title of Authorized Official

 Signature of Authorized Official

7-4 2284369427 Jimmy Gouras Planning Dec 12 07 04:14p

Minutes of December 18, 2007
Mayor and Board of Aldermen



12 07 04:13p

Jimmy Gouras Planning

2284369427

p.1

MEMO – FAXED - 228-865-0822

TO: Becky Schruff, City Clerk
Long Beach

FROM: Adrienne Howell
Jimmy Gouras Urban Planning

DATE: December 12, 2007

SUBJECT: Request for Cash #1 - \$6,166.67

Attached is Request for Cash #1 for the Planning Grant #R-103-235-01-KP in the amount of \$6,166.67.

As you can see, the Mayor signed the request. The invoices are attached:

Inv. #5007	August 31, 2007	\$5,000.00
Inv. #5050	Sept. 30, 2007	\$1,166.67

If indeed these have not been approved by the Mayor and Board, please place them on the agenda ASAP.

I will be forwarding you the request #2 shortly.

If you have any questions, please call me.

Adrienne

Minutes of December 18, 2007
Mayor and Board of Aldermen

RFC #3

R-103-235-01-KCR

Approved Board
Action 12/18/07

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY REVITALIZATION PROJECT
PROJECT NO. R-103-235-01-KCR

NOVEMBER 30, 2007

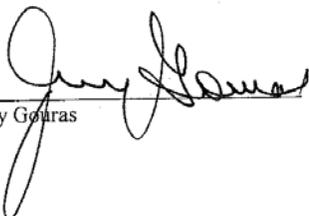
INVOICE #5085

Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KCR.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 4,141.56


Jimmy Gouras

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

MEMO

DATE: November 30, 2007
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-103-235-01-KCR
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy G. Gouras Urban Planning Consultants Inc.
Invoice Number 5085 in the amount of \$4,141.56
For general administration

Also enclosed is "Request for Cash and Summary Support Sheet No. 3" in the amount of \$4,141.56 for payment of the above invoice.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 3" and return it along with the supporting documentation for processing to our office at the following address:

Adrienne Howell, Associate Consultant
Jimmy Gouras Urban Planning
953-B Howard Street
Biloxi, MS 39530

If you have any questions, please do not hesitate to call me or Adrienne Howell (228)436-9425.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of December 18, 2007 Mayor and Board of Aldermen

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information	
Applicant Name: City of Long Beach Mailing Address: Post Office Box 029 Street Address: City, State Zip: Long Beach, MS 39560 Telephone No.: 228-683-1558 Fax Number: 228-695-0822 Email Address: cityclerk@cityoflongbeach.ms.gov		Client No.: R-0346 Contract No.: R-03-254-02CR Request No.: 3 Vendor No.: MS Business Number: Approval for Payment:	
Electronic Transfer: 060503851 Bank Account: 043300089 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39550 Telephone No.: 228-808-4000		FROM: November 1, 2007 TO: November 30, 2007 Services Rendered:	

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 173,098.00	\$ 29,783.12	\$ 4,141.56	\$ 139,171.32
2 Application Preparation	\$ 19,000.00	\$ 19,000.00		\$ -
3 Architect/Engineering Expense	\$ 594,420.00			\$ 594,420.00
4 Acquisition Expense	\$ 250,000.00			\$ 250,000.00
5 Contingency Expense	\$ 430,400.00			\$ 430,400.00
6 Drainage & Flood Protection	\$ 1,570,000.00			\$ 1,570,000.00
7 Street & Road Improvements	\$ 3,810,000.00			\$ 3,810,000.00
8				
9				
10				
11				
12				
Total:	\$ 6,857,918.00	\$ 39,783.12	\$ 4,141.56	\$ 6,783,991.32

I hereby certify that (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official: 
 Signature of Authorized Official
 William Scullie, Jr., Mayor
 Typed Name and Title of Authorized Official

Date Signed: 12/18/07
 Date Signed

Prepared By: Christy Hester, CPA
 Prepared By
 228-374-0200
 Preparer's Telephone No.

Date Prepared: 11/26/2007
 Date Prepared

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Long Beach Request No: 3 Grant Number: R-103-06
 Period Cost - Beginning November 1, 2007 Ending Date: November 30, 2007 Contract Number: R-103-235-01-KCR

1. Activity: <u>Administration</u>		(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount
A.	<u>Jimmy Gouras</u>	<u>5085</u>	<u>\$4,141.56</u>
B.			
C.			
D.			
Subtotal:			<u>\$4,141.56</u>
			<u>\$4,141.56</u>
2. Activity:		(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount
A.			
B.			
C.			
D.			
Subtotal:			<u>\$</u>
			<u>\$</u>
3. Activity:		(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount
A.			
B.			
C.			
D.			
Subtotal:			<u>\$</u>
			<u>\$</u>

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

Applicant: City of Long Beach Request No: 3 Grant Number: R-103-06
 Cash Summary Support Sheet Contract Number: R-103-235-01-KCR

4. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.						
B.						
C.						
D.						
Subtotal:						

5. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.						
B.						
C.						
D.						
Subtotal:						

6. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.						
B.						
C.						
D.						
Subtotal:						

Cumulative Match Expended To Date: \$ 4,141.56 GRAND TOTAL: \$ 4,141.56 \$ - \$ 4,141.56

Cumulative Federal Expended To Date: \$ 543,924.68

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor Signature of Authorized Official

Minutes of December 18, 2007
Mayor and Board of Aldermen

RFC #3
R-103-235-01-KP

Approved Board
Action 12/18/07

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
PLANNING PROJECT
PROJECT NO. R-103-235-01-KP

NOVEMBER 30, 2007

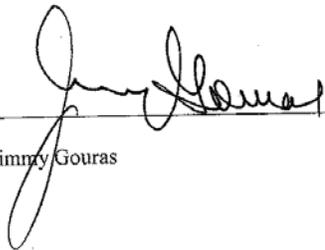
INVOICE #5086

Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KP.

Services rendered include overall coordination of project activities; Attending State monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from the State; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$1,166.67



Jimmy Gouras

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

PO BOX 1547 - WICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jgouras@bellsouth.net

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

MEMO

DATE: November 30, 2007
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Planning Grant
CDBG Project # R-103-235-01-KP
Request for Cash and Summary Support Sheet

Enclosed please find the following invoice for the above referenced project:

1. Jimmy G. Gouras Urban Planning Consultants Inc.
Invoice Number 5086 in the amount of \$1,166.67
For general administration

Also enclosed is "Request for Cash and Summary Support Sheet No. 3" in the amount of \$1,166.67 for payment of the above invoice.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 3" and return it along with the supporting documentation for processing to our office at the following address:

Adrienne Howell, Associate Consultant
Jimmy Gouras Urban Planning
953-B Howard Street
Biloxi, MS 39530

If you have any questions, please do not hesitate to call me or Adrienne Howell (228)436-9425.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • P.O. BOX 1547 • VICKSBURG, MS 39181-1547 • 601-638-7121 • FAX 601-638-5292 • Email: jgouras@bellouth.net

Minutes of December 18, 2007 Mayor and Board of Aldermen

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information		
Applicant Name: City of Long Beach Mailing Address: Post Office Box 925 Street Address: City, State Zip: Long Beach, MS 39660 Telephone No.: 228-863-1556 Fax Number: 228-865-0822 Email Address: slivclet8@cityoflongbeach.ms.gov		Grant No.: R-103-06 Contract No.: R-103-238-01-KP Request No.: 3		
Bank Information: Electronic Transfer: 065603681 Bank Account: 043306089 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39660 Telephone No.: 228-886-4000		FOR MDA USE ONLY		
From: November 1, 2007 To: November 30, 2007		Vendor No.: IDIS Voucher Number:		
Section C: Request Per Activity				
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 17,500.00	\$ 4,833.34	\$ 1,166.67	\$ 11,499.99
2 Application Preparation	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -
3 Planning	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00
4				
5				
6				
Total:	\$ 470,000.00	\$ 7,333.34	\$ 1,166.67	\$ 461,499.99
Signature _____ Date _____ Activity Numbers _____				
Approval for Payment				

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.


 Signature of Authorized Official
 William Skelle, Jr., Mayor
 Typed Name and Title of Authorized Official

Date Signed: 12/18/07
 Prepared By: Christy Pickering, CPA
 Date Prepared: 1/15/2007

Preparer's Telephone No.: 228-374-0300

Minutes of December 18, 2007 Mayor and Board of Aldermen

Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach Request No: 3 Grant Number: R-103-06
 Period Cost - Beginning: November 1, 2007 Ending Date: November 30, 2007 Contract Number: R-103-235-01-KP

1. Activity: <u>Administration</u>		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. <u>Administration</u>	<u>Jimmy Gouras</u>	<u>5086</u>	<u>\$1,166.67</u>	<u>\$1,166.67</u>
B.				
C.				
D.				
Subtotal:			<u>\$1,166.67</u>	<u>\$1,166.67</u>

2. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A.				
B.				
C.				
D.				
Subtotal:			<u>\$</u>	<u>\$</u>

3. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A.				
B.				
C.				
D.				
Subtotal:			<u>\$</u>	<u>\$</u>

Minutes of December 18, 2007 Mayor and Board of Aldermen

Applicant: City of Long Beach Request No: 3 Grant Number: R-103-06
 Contract Number: R-103-235-01-KP

Cash Summary Support Sheet

4. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.				(a)	(b)	
B.						
C.						
D.						
Subtotal:						
5. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.				(a)	(b)	
B.						
C.						
D.						
Subtotal:						
6. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.				(a)	(b)	
B.						
C.						
D.						
Subtotal:						
				Cumulative Match Expended To Date:	GRAND TOTAL:	\$ 1,166.67
				Cumulative Federal Expended To Date:	\$ 8,500.01	\$ 1,166.67

I hereby certify that: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenses under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
 Typed Name and Title of Authorized Official

 Signature of Authorized Official

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

Alderman Bennett made motion seconded by Alderman Burton and unanimously carried to schedule a public hearing, Tuesday, February 19, 2008, at 5:30 p.m., for adjudication of the Joseph Jellison property, Jeff Davis Avenue.

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



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

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



December 14, 2007

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

**RE: Change Order No. 1
Drainage Ditch Reconditioning**

Gentlemen:

We have attached the Summary Change Order #1 for the referenced project. This adjusts the contract quantities to the final and completed work. The change order adjusts the original contract amount of \$560,477.50 to \$472,630 for a net decrease of \$87,847.37.

Sincerely,

David Ball, P.E.

DB:1783
Enclosure

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

CHANGE ORDER

No. 1 (FINAL)

Dated 11/20/2007

Owner's Project No. _____ Engineer's Project No. 1783
Project Drainage Ditch Reconditioning
Owner City of Long Beach

Contractor Hemphill Construction Co., Inc. Contract Date 2/7/2007
Contract For Entire Project

To: Hemphill Construction Co., Inc. Contractor:

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

Owner City of Long Beach
By _____
Date _____

Nature of the Change

Adjust contract quantities to reflect actual completed quantities

Enclosures:

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

Original Contract Price	<u>\$560,477.50</u>
Contract Price Prior to This Change Order	<u>\$560,477.50</u>
Net Decrease Resulting from this Change Order	<u>(\$87,847.37)</u>
Current Contract Price Including This Change Order	<u>\$ 472,630.13</u>

**Minutes of December 18, 2007
Mayor and Board of Aldermen**

Contract Time Prior to This Change Order _____ 120 _____ Calendar Days.
Net (Increase) (Decrease) Resulting From This Change Order _____ - _____ Calendar Days.
Current Contract Time Including This Change Order _____ 120 _____ Calendar Days.

The Above Changes Are Approved:

A. Garner Russell & Associates, Inc.
ENGINEER

by _____

Date _____



12/14/07

The Above Changes Are Accepted:

Hemphill Construction Co., Inc.
CONTRACTOR

by _____

Date _____



12-13-07

Minutes of December 18, 2007
Mayor and Board of Aldermen

DATE	LOCATION	Total	Roadside	Small Easement	Large Easement	Fill Material	Hydr mulching (seeding)	Rip-Rap Slope Protection	Silt Fence	Wattles	Erosion Checks
8/15/07		76	0	76	0						
8/16/07	Markham to Marcle	945	0	945	0						
8/17/07		274	0	274	0						
8/20/07		0	0	0	0						
8/21/07	White harbor	1288	1288	0	0						
8/22/07	White harbor	105	105	0	0	16					
8/23/07	Lang/Boggs Dale	609	504	0	105	16					
8/24/07	Magnolia/Nicholson	768	768	0	0						
8/27/07	Boggs Dale	1913	966	477	470						
8/28/07	Boggs Dale	1899	1019	743	137						
8/29/07	ADJUSTED TO EQUAL HEMPHILL	0	0	0	0			0			
8/30/07	Garden Dale/Allen/Park Row	487	487	0	0			278	46		
8/31/07		0									
9/4/07	Gates/Park Row/Old Pass	1038	1038								
9/5/07	Dennis/West/Trautman	2236	1526		708						
9/6/07	Commission/28 th	1521	1344		177		80.5				
9/7/07	28 th	1033	806		227						
9/8/07		0									
9/9/07		0									
9/10/07	Willow	525	525						608		
9/11/07	Klondyke/Magnolia to Girard	1796	1376		420						
9/12/07		312	312			48					
9/13/07		0									
9/14/07		0									
9/15/07		0									
9/16/07		0									
9/17/07		1692	1356		336						
9/18/07	Lang/Old Pass	1403	874	529					390		
9/19/07	Shelter Rock	923	923	923					160		
9/20/07	N.Seal	848	848								
9/21/07	Klondyke	695	695						440		
9/22/07		0									
9/23/07		0									
9/24/07		0									
9/26/07	Daugherty	712	712							110	
9/26/07	3 rd	650			650					770	
9/27/07	Beatlire	1685	1560	125							
9/29/07	Lang/magnolia	1192	612	580							

Minutes of December 18, 2007 Mayor and Board of Aldermen

DATE	LOCATION	Total	Roadside	Small Easement	Large Easement	Fill Material	Hydr mulching (seeding)	Rip-Rap Slope Protection	Slit Fence	Wattles	Erosion Checks
9/29/07		0									
9/30/07		0									
10/1/07	Canal to Commission	626		626					500		
10/2/07	Canal to Commission	914		914					475		
10/3/07	Canal to Commission	292			292				1064		
10/4/07	Railroad to old Pass	425		425					562		
10/5/07	Railroad to old Pass	320		320					400		
10/6/07	Railroad to old Pass	955		955							
10/7/07		0									
10/8/07		0									
10/9/07	Wisteria	587		587					110		
10/10/07	Wisteria	547			547				480		
10/11/07	So. Of Wisteria	600		600							
10/12/07	So. Of Wisteria	300		300							
10/13/07		0									
10/14/07		0									
10/15/07	So. Of Lovers Ln.	500		500					250		
10/16/07		400		400					200		34
10/17/07	Alexander	518		518					150		
10/18/07	Alexander	342		342							
10/19/07	Maricle	350		350							
10/20/07		0									
10/21/07		0									
10/22/07		0									
10/23/07		0									
10/24/07		0									
10/25/07	W. of maricle	204		204							
10/26/07	W. of Sea Oaks	1334		1334							
10/27/07	Sea Oaks /Lang	630		630					39		39
10/28/07		0							18		
10/29/07	Sea Oaks /Lang	952		952							
10/30/07	Lang	0				32					
10/31/07	Bealline /Mt.Bass	400		185	215	0	0.17	38.7			
11/1/07	Cheri Ln	547		547							
11/2/07	Mt.Bass/Wisteria	0									
11/3/07		0									
11/4/07		0									
11/5/07	Alexander/Old Pass	681		681							
11/6/07	Lovers Ln./Johnson Rd	987		987		14	0.49				

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DATE	LOCATION	Total	Roadside	Small Easement	Large Easement	Fill Material	Hydroseeding (Seeding)	Rip-rap Slope Protection	Silt Fence	Wattles	Erosion Checks
11/7/07	Johnson Rd.	912		912			0.7				
11/8/07	Daugherty	0					0.48				
11/9/07	GardenDale/Allen/Park Row	0					0.11				
11/10/07	Johnson Rd./Nicolson	0					0.26	215			
11/11/07		0									
11/12/07		0					0.71				
11/13/07	Boggs Dale	0					0.61				
11/14/07	Seal/28th/Wisteria	0									
11/15/07		0					1.2				
11/16/07	SEAL to Pineville	522		522							
	FINAL TOTAL	41669	18923	18462	4264	158	6.75	431.2	6987	39	34
	Pay EST 3	15072	382	13636	1094	46	3.81	38.7	4264	57	34
	Pay EST 2	18785	13932	2157	2696	48	0	0	3102		16
	Pay EST 1	8653	5278	2663	712	32	0	353	46		
	Total Pay Est No. 3	33910	19352	16451	4502	126	3.81	38.7	4264	57	34

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Hemphill Construction		Drainage Ditch Cleaning									
Date	Ticket #	Truck #	Truck CY	%	Debris Qty	Location	Veg	C&D	Dump	Cy Veg	CY C&D
08/15/07	1806	2	16.00	100.00%	16.00	Ditch between Markham & Marcie	X		BM	16.00	
08/15/07	1807	1	20.00	100.00%	20.00	Ditch between Markham & Marcie	X		BM	20.00	
08/15/07	1808	2	16.00	100.00%	16.00	Ditch between Markham & Marcie	X		BM	16.00	
08/15/07	1809	1	20.00	100.00%	20.00	Ditch between Markham & Marcie	X		BM	20.00	
08/15/07	1810	2	16.00	100.00%	16.00	Ditch between Markham & Marcie	X		BM	16.00	
08/15/07 DAILY TOTAL											88.00
Drainage Easement Ditch Between Markham & Marcie											
08/16/07	1811	1	20.00	100.00%	20.00	Ditch Westward from Markham	X		BM	20.00	
08/16/07	1812	2	16.00	100.00%	16.00	Ditch West of Markham & Northward West of Marcie	X		BM	16.00	
08/16/07	1813	1	20.00	100.00%	20.00	Ditch Going Northward West of Marcie	X		BM	20.00	
08/16/07	1814	2	16.00	100.00%	16.00	Ditch Northward West of Marcie	X		BM	16.00	
08/16/07	1815	1	20.00	100.00%	20.00	Ditch Northward West of Marcie	X		BM	20.00	
08/16/07	1816	2	16.00	100.00%	16.00	Ditch Northward West of Marcie	X		BM	16.00	
08/16/07	1817	1	20.00	100.00%	20.00	Ditch Northward West of Marcie	X		BM	20.00	
08/16/07	1818	2	16.00	100.00%	16.00	Ditch Northward West of Marcie	X		BM	16.00	
08/16/07	1819	1	20.00	100.00%	20.00	Ditch Northward West of Marcie	X		BM	20.00	
08/16/07	1820	2	16.00	100.00%	16.00	Ditch Going Northward West of Marcie	X		BM	16.00	
08/16/07	1821	1	20.00	100.00%	20.00	Ditch Going Northward West of Marcie	X		BM	20.00	
08/16/07	1822	2	16.00	100.00%	16.00	Ditch Going Northward West of Marcie	X		BM	16.00	
08/16/07	1823	1	20.00	100.00%	20.00	Ditch Going Northward West of Marcie	X		BM	20.00	
08/16/07	1824	2	16.00	100.00%	16.00	Ditch Going Northward West of Marcie	X		BM	16.00	
08/16/07 DAILY TOTAL											252.00
Ditch Going Northward West of Marcie & Ditch Between Buena Vista & Lang Ave.											
08/17/07	1825	1	20.00	100.00%	20.00	Ditch Going Northward West of Marcie & Ditch Between Buena Vista & Lang Ave.	X		BM	20.00	
08/17/07	1826	2	16.00	100.00%	16.00	Ditch Running Between Buena Vista & Lang	X		BM	16.00	
08/17/07	1827	2	16.00	100.00%	16.00	Ditch Running Between Buena Vista & Lang	X		BM	16.00	
08/17/07 DAILY TOTAL											52.00
Roadside Ditch Along White Harbor											
08/20/07	1828	1	20.00	100.00%	20.00	Roadside Ditch Along White Harbor	X		BM	20.00	
08/20/07	1829	2	16.00	100.00%	16.00	Roadside Ditch Along White Harbor	X		BM	16.00	
08/20/07 DAILY TOTAL											36.00
Roadside Ditch West Side White Harbor											
08/21/07	1830	1	20.00	100.00%	20.00	Roadside Ditch West Side White Harbor	X		BM	20.00	
08/21/07	1831	2	16.00	100.00%	16.00	Roadside Ditch West Side White Harbor	X		BM	16.00	
08/21/07	1832	1	20.00	100.00%	20.00	Roadside Ditch West Side White Harbor	X		BM	20.00	

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Hemphill Construction		Drainage Ditch Cleaning									
Date	Ticket #	Truck #	Truck CY	%	Debris QTY	Location	Veg	C&D	Dump	Cy Veg	CY C&D
08/21/07	1833	2	16.00	100.00%	16.00	Roadside Ditch West Side White Harbor	X		BM	16.00	16.00
08/21/07	1834	1	20.00	100.00%	20.00	Roadside Ditch West Side White Harbor	X		BM	20.00	20.00
08/21/07	1835	2	16.00	100.00%	16.00	Roadside Ditch East Side White Harbor	X		BM	16.00	16.00
08/21/07	1836	1	20.00	100.00%	20.00	Roadside Ditch East Side White Harbor	X		BM	20.00	20.00
08/21/07	1837	2	16.00	100.00%	16.00	Roadside Ditch East Side White Harbor	X	X	BM	16.00	16.00
08/21/07 DAILY TOTAL					74.00					128.00	128.00
08/22/07	1838	2	16.00	100.00%	16.00	Roadside Ditch West & East of White Harbor		X	BM	16.00	16.00
08/22/07	1839	2	16.00	100.00%	16.00	Roadside Ditch West Side White Harbor & Along Lang		X	BM	16.00	16.00
08/22/07	1840	2	16.00	100.00%	16.00	Roadside Ditch Along Lang Ave.		X	BM	16.00	16.00
08/22/07	1841	2	16.00	100.00%	16.00	Road Ditch Lang Ave.		X	BM	16.00	16.00
08/22/07 DAILY TOTAL					64.00					64.00	64.00
08/23/07	1	2	16.00	100.00%	16.00	Roadside Ditch Lang & Magnolia		X	BM	16.00	16.00
08/23/07 DAILY TOTAL					16.00					16.00	16.00
08/24/07	2	2	16.00	100.00%	16.00	Roadside Magnolia		X	BM	16.00	16.00
08/24/07	3	2	16.00	100.00%	16.00	Roadside Magnolia		X	BM	16.00	16.00
08/24/07	4	2	16.00	100.00%	16.00	Roadside Magnolia & Nicholson		X	BM	16.00	16.00
08/24/07	5	2	16.00	100.00%	16.00	Roadside Nicholson Ave.		X	BM	16.00	16.00
08/24/07 DAILY TOTAL					64.00					64.00	64.00
08/29/07	6	2	16.00	100.00%	16.00	Roadside McCaughn		X	BM	16.00	16.00
08/29/07	7	2	16.00	100.00%	16.00	Roadside McCaughn		X	BM	16.00	16.00
08/29/07	8	2	16.00	100.00%	16.00	Roadside Nicholson & Allen Rd		X	BM	16.00	16.00
08/29/07	9	2	16.00	100.00%	16.00	Roadside Nicholson & Allen Rd		X	BM	16.00	16.00
08/29/07	10	2	16.00	100.00%	16.00	Roadside Gardendale Ave.		X	BM	16.00	16.00
08/29/07 DAILY TOTAL					80.00					80.00	80.00
08/30/07	11	2	16.00	100.00%	16.00	Roadside Gardendale Ave.		X	BM	16.00	16.00
08/30/07	12	2	16.00	100.00%	16.00	Roadside Gardendale Ave. & Park Row		X	BM	16.00	16.00
08/30/07	13	2	16.00	100.00%	16.00	Roadside Allen Rd & Park Row		X	BM	16.00	16.00
08/30/07 DAILY TOTAL					48.00					48.00	48.00
09/04/07	14	2	16.00	100.00%	16.00	Roadside Gates & 9th McCaughn		X	BM	16.00	16.00
09/04/07	15	2	16.00	100.00%	16.00	Roadside McCaughn		X	BM	16.00	16.00
09/04/07	16	2	16.00	100.00%	16.00	Roadside McCaughn		X	BM	16.00	16.00

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Hemphill Construction		Drainage Ditch Cleaning									
Date	Ticket #	Truck #	Truck CY	%	Debris Qty	Location	Veg	C&D	Dump	Cy Veg	CY C&D
09/04/07	17	2	16.00	90.00%	14.40	Roadside Dennis St.		X	BM		14.40
09/04/07 DAILY TOTAL											
					62.40						62.40
09/05/07	18	1	14.00	100.00%	14.00	Roadside Dennis Ln & Cleveland		X	BM		14.00
09/05/07	19	1	14.00	100.00%	14.00	Roadside Cleveland		X	BM		14.00
09/05/07	20	1	14.00	100.00%	14.00	Roadside Cleveland		X	BM		14.00
09/05/07	21	1	14.00	100.00%	14.00	Roadside Cleveland		X	BM		14.00
09/05/07	22	1	14.00	100.00%	14.00	Roadside Cleveland		X	BM		14.00
09/05/07	23	1	14.00	100.00%	14.00	Roadside Cleveland		X	BM		14.00
09/05/07 DAILY TOTAL											
					84.00						84.00
09/06/07	24	2	16.00	100.00%	16.00	Roadside Dennis Ln & Cleveland		X	BM		16.00
09/06/07	25	2	16.00	100.00%	16.00	Roadside 28th St. & Bealme		X	BM		16.00
09/06/07	26	2	16.00	100.00%	16.00	Roadside 28th St		X	BM		16.00
09/06/07	27	2	16.00	100.00%	16.00	Roadside 28th St		X	BM		16.00
09/06/07 DAILY TOTAL											
					64.00						64.00
09/07/07	28	2	16.00	100.00%	16.00	Roadside 20220 28th St.	X		BM	16.00	
09/07/07	29	2	16.00	100.00%	16.00	Roadside east of 20220 28th St	X		BM	16.00	
09/07/07	30	2	16.00	95.00%	15.20	Roadside North Klondyke	X		BM	15.20	
09/07/07 DAILY TOTAL											
					47.20					47.20	
09/10/07	31	2	16.00	95.00%	15.20	Cheri Easement (Large)		X	BM		15.20
09/10/07	32	2	16.00	95.00%	15.20	Easement Behind Cheri (Large)		X	BM		15.20
09/10/07	33	2	16.00	100.00%	16.00	Trautman Easement (Large)		X	BM		16.00
09/10/07 DAILY TOTAL											
					46.40						46.40
09/11/07	34	2	16.00	100.00%	16.00	Roadside Willow @ Seal		X	BM		16.00
09/11/07	35	2	16.00	100.00%	16.00	Roadside Willow & Klondyke		X	BM		16.00
09/11/07	36	2	16.00	100.00%	16.00	Roadside Klondyke & Larosa North		X	BM		16.00
09/11/07	37	2	16.00	100.00%	16.00	Roadside Klondyke @ Linda Lane		X	BM		16.00
09/11/07 DAILY TOTAL											
					64.00						64.00
09/12/07	38	2	16.00	95.00%	15.20	Mitchell & Magnolia (Large)		X	BM		15.20
09/12/07	39	2	16.00	100.00%	16.00	Magnolia Easement (Large)		X	BM		16.00
09/12/07	40	2	16.00	100.00%	16.00	Magnolia Easement (Large)		X	BM		16.00
09/12/07	41	2	16.00	100.00%	16.00	Magnolia Easement (Large)		X	BM		16.00
09/12/07	42	2	16.00	100.00%	16.00	Magnolia Easement (Large)	X		BM	16.00	

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Hemphill Construction		Drainage Ditch Cleaning									
Date	Ticket #	Truck #	Truck CY	%	Dbris Qty	Location	Veg	C&D	Dump	Cy Veg	CY C&D
09/12/07 DAILY TOTAL			79.20							16.00	63.20
09/13/07	43	2	16.00	100.00%	0.00	Magnolia Easement (Large)		X	BM		16.00
09/13/07 DAILY TOTAL			16.00		0.00						16.00
09/17/07	44	2	16.00	100.00%	0.00	Magnolia Easement (Large)		X	BM		16.00
09/17/07	45	2	16.00	100.00%	16.00	Roadside Mitchell Rd	X		BM	16.00	
09/17/07	46	2	16.00	100.00%	16.00	Roadside Mitchell Rd	X		BM	16.00	
09/17/07	47	2	16.00	100.00%	16.00	Roadside W. Old Pass & N. Island View	X		BM	16.00	
09/17/07 DAILY TOTAL			64.00		0.00					32.00	32.00
09/18/07	48	2	16.00	100.00%	0.00	Roadside N. Lang Ave.		X	BM		16.00
09/18/07	49	2	16.00	100.00%	16.00	N. Lang/Small Easement behind Kohl	X		BM	16.00	
09/18/07	50	2	16.00	100.00%	16.00	Small Easement Behind Kohl	X		BM	16.00	
09/18/07	51	2	16.00	100.00%	16.00	Small Easement Behind Kohl	X		BM	16.00	
09/18/07	52	2	16.00	100.00%	16.00	Small Easement N. Burke	X		BM	16.00	
09/18/07 DAILY TOTAL			80.00		0.00					64.00	16.00
09/19/07	53	2	16.00	100.00%	0.00	Small Easement N. Burke	X		BM		16.00
09/19/07	54	2	16.00	100.00%	16.00	Small Easement N. Burke	X		BM	16.00	
09/19/07	55	2	16.00	100.00%	16.00	Small Easement N. Burke	X		BM	16.00	
09/19/07	56	2	16.00	100.00%	16.00	Small Easement N. Burke	X		BM	16.00	
09/19/07	57	2	16.00	100.00%	16.00	Small Easement N. Burke	X		BM	16.00	
09/19/07 DAILY TOTAL			80.00		0.00					80.00	
09/20/07	58	2	16.00	100.00%	0.00	Small Easement N. Burke	X		BM		16.00
09/20/07	59	2	16.00	100.00%	16.00	Small Easement N. Burke	X		BM	16.00	
09/20/07	60	2	16.00	100.00%	16.00	Roadside Park Row/Commission/N. Seal	X		BM		16.00
09/20/07	61	2	16.00	100.00%	16.00	Roadside Commission Rd	X		BM		16.00
09/20/07 DAILY TOTAL			64.00		0.00					32.00	32.00
09/21/07	62	2	16.00	100.00%	0.00	Roadside Klondyke & 28th	X		BM		16.00
09/21/07	63	2	16.00	100.00%	16.00	Roadside 28th St. & Bealline	X		BM	16.00	
09/21/07 DAILY TOTAL			32.00		0.00					32.00	
09/25/07	64	2	16.00	100.00%	0.00	Roadside 28th St. west of daycare	X		BM		16.00
09/25/07	65	2	16.00	100.00%	16.00	Small Easement 3rd St.	X		BM	16.00	
09/25/07	66	2	16.00	100.00%	16.00	Large Easement 3rd St.	X		BM	16.00	
09/25/07	67	2	16.00	100.00%	16.00	Large Easement 3rd St. @ Bealfield	X		BM	16.00	

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Hemphill Construction		Drainage Ditch Cleaning									
Date	Ticket #	Truck #	Truck CY	%	Dabris Qty	Location	Veg	C&D	Dump	Cy Veg	CY C&D
09/25/07 DAILY TOTAL					64.00					64.00	
09/26/07	68	2	16.00	100.00%	0.00	Large Easement 3rd St. @ Ballfield	X		BN	16.00	16.00
09/26/07	69	2	16.00	100.00%	16.00	Large Easement 3rd St. @ Ballfield	X		BN	16.00	16.00
09/26/07	70	2	16.00	100.00%	16.00	Large Easement 3rd St. @ Ballfield	X		BN	16.00	16.00
09/26/07	71	2	16.00	100.00%	16.00	Large Easement 3rd St. @ Ballfield	X		BN	16.00	16.00
09/26/07	72	2	16.00	100.00%	0.00	Roadside 28th St.	X		BN	16.00	16.00
09/26/07 DAILY TOTAL					80.00					80.00	
09/27/07	73	2	16.00	100.00%	16.00	Roadside Beatline Rd	X		BN	16.00	16.00
09/27/07	74	2	16.00	100.00%	16.00	Roadside Beatline Rd	X		BN	16.00	16.00
09/27/07 DAILY TOTAL					32.00					32.00	
09/28/07	75	2	16.00	100.00%	16.00	Roadside Beatline Rd	X		BN	16.00	16.00
09/28/07	76	2	16.00	60.00%	9.60	Roadside Lang & Magnolia	X		BN	9.60	25.60
09/28/07 DAILY TOTAL					25.60					25.60	
10/05/07	77	2	16.00	100.00%	16.00	Small Easement RR & Edmund	X		BN	16.00	16.00
10/05/07	78	2	16.00	100.00%	16.00	Small Easement RR & Edmund	X		BN	16.00	16.00
10/05/07 DAILY TOTAL					32.00					32.00	
10/16/07	79	2	16.00	100.00%	16.00	Small Easement Ditch South of Lovers lane	X		BN	16.00	16.00
10/16/07	80	2	16.00	100.00%	16.00	Small Easement Ditch South of Lovers lane	X		BN	16.00	16.00
10/16/07	81	2	16.00	100.00%	16.00	Small Easement Ditch South of Lovers lane	X		BN	16.00	16.00
10/16/07	82	2	16.00	100.00%	16.00	Small Easement Ditch South of Lovers lane	X		BN	16.00	16.00
10/16/07 DAILY TOTAL					64.00					64.00	
10/26/07	83	2	16.00	100.00%	16.00	Ditch West of Sea Oaks (Small Easement)	X		BN	16.00	16.00
10/26/07	84	4	16.00	100.00%	16.00	Small Easement Ditch Sea Oaks	X		BN	16.00	16.00
10/26/07	85	2	16.00	100.00%	16.00	Small Easement Ditch West of Sea Oaks	X		BN	16.00	16.00
10/26/07	86	4	16.00	100.00%	16.00	Small Easement Ditch West of Sea Oaks	X		BN	16.00	16.00
10/26/07	87	2	16.00	100.00%	16.00	Small Easement Ditch West of Sea Oaks	X		BN	16.00	16.00
10/26/07	88	2	16.00	100.00%	16.00	Small Easement Ditch West of Sea Oaks	X		BN	16.00	16.00
10/26/07	89	2	16.00	100.00%	0.00	Small Easement Ditch West of Sea Oaks	X		BN	16.00	16.00
10/26/07 DAILY TOTAL					112.00					112.00	
10/27/07	90	2	16.00	100.00%	16.00	Small Easement Ditch Between Sea Oaks & Lang	X		BN	16.00	16.00
10/27/07	91	4	16.00	100.00%	16.00	Small Easement Ditch Between Sea Oaks & Lang	X		BN	16.00	16.00

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Hemphill Construction		Drainage Ditch Cleaning									
Date	Ticket #	Truck #	Truck CY	%	Debris Qty	Location	Veg	C&D	Dump	Cy Veg	CY C&D
10/27/07	92	2	16.00	100.00%	16.00	Small Easement Ditch Between Sea Oaks & Lang		X	BM		16.00
10/27/07	93	4	16.00	100.00%	16.00	Small Easement Ditch Between Sea Oaks & Lang		X	BM		16.00
10/27/07	94	2	16.00	100.00%	0.00	Small Easement Ditch Between Sea Oaks & Lang		X	BM		16.00
10/27/07 DAILY TOTAL											80.00
10/29/07	147	2	16.00	100.00%	0.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07	148	4	16.00	100.00%	16.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07	149	4	16.00	100.00%	16.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07	150	2	16.00	100.00%	16.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07	151	4	16.00	100.00%	16.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07	152	2	16.00	100.00%	16.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07	153	4	16.00	100.00%	16.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07	154	2	16.00	100.00%	16.00	Small Easement Sea Oaks	X		BM	16.00	
10/29/07 DAILY TOTAL											128.00
10/30/07	155	2	16.00	100.00%	16.00	Roadside Lang		X	BM		16.00
10/30/07 DAILY TOTAL											16.00
10/31/07	95	2	16.00	100.00%	16.00	Large Easement Pineville & Spring	X		BM	16.00	
10/31/07 DAILY TOTAL											16.00
11/02/07	96	2	16.00	100.00%	16.00	Ditch East of Park on Magnolia		X	BM		16.00
11/02/07	97	2	16.00	100.00%	16.00	Ditch East of Park on Magnolia		X	BM		16.00
11/02/07	98	2	16.00	100.00%	16.00	Ditch East of Park on Magnolia		X	BM		16.00
11/02/07 DAILY TOTAL											48.00
11/05/07	99	2	16.00	100.00%	0.00	Ditch off Alexander to City Yard		X	BM		16.00
11/05/07	100	2	16.00	100.00%	16.00	Ditch off Alexander to City Yard		X	BM		16.00
11/05/07 DAILY TOTAL											32.00
DAILY TOTAL											1,236.80

Based upon the recommendation of Mr. Ball, Alderman Bennett made motion seconded by Alderman Notter and unanimously carried to approve Change Order Number 1, Hemphill Construction Company, Inc., "DRAINAGE DITCH RECONDITIONING", as set forth above.

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Notter made motion seconded

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by Alderman Burton and unanimously carried to approve Police Department personnel matters as follows:

Reinstatement, Office Manager Jeaneen Knight, CSA-6-IV, effective January 1, 2008;

Police Officer 1st Class Craig DeRoche, FTO Pay, effective November 16, 2007

Police Officer 1st Class Kenneth Lassabe, FTO Pay, effective November 16, 2007.

Alderman Holder made motion seconded by Alderman Bennett and unanimously carried authorizing the purchase of cemetery plots (SE ¼ Lot 207) from James L. Cassibry in the amount paid by Mr. Cassibry.

The Mayor recognized Calvin Foster, Sawyer-Foster Insurance Group, to present the Liability Insurance Program renewal. After consideration Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve Option Number 1, without terrorism coverage, as follows:

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OPTION 1

Named Insured: City of Long Beach

Type of Coverage: Liability Package

Carrier: Mississippi Municipal Service Company (Not Rated)

Policy Term: 01-01-2008 to 12-31-2008

Type of Coverage: General Liability

Limits/Deductibles: \$ 500,000 Per Occurrence – State Tort Act
\$1,000,000 Non – State Tort Act
\$ -0- Deductible

Type of Coverage: Automobile Liability

Limits/Deductibles: \$ 500,000 State Tort Act
\$1,000,000 Non – State Tort Act
\$ -0- Deductible

Comments: ➤ Uninsured motorist rate is only item based on number of units –
Present number of units is 106

Type of Coverage: Law Enforcement Liability

Limits/Deductibles: \$ 500,000 State Tort Act
\$1,000,000 Federal Statutory or Constitutional Law Violation
\$ -0- Deductible

Type of Coverage: Public Officials

Limits/Deductibles: \$ 500,000 Per Occurrence – State Tort Act
\$1,000,000 Non – State Tort Act
\$ -0- Deductible

Comments: Employment Related Practices coverage included.

Terms & Conditions: Coverage provided per terms and conditions of the Mississippi
Municipal Insurance Plan

Premium: \$ 184,100

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Insurance & Risk Management Proposal

THIS PROPOSAL PROVIDES ONLY AN OUTLINE OF COVERAGES. THE POLICY SHOULD BE REFERRED TO FOR FULL TERMS AND
CONDITIONS INCLUDING ALL COVERAGES AND EXCLUSIONS.

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Named Insured: City of Long Beach

Type of Coverage: Auto Physical Damage

Carrier: National Fire (A M Best Rated A VIII)

Policy Term: 01-01-2008 to 12-31-2008

Limits/Deductibles: \$2,500 Stated Amount
Deductible / Comprehensive and Collision

Terms & Conditions: • Schedule and values listed per attached document

Comments:

- A list of vehicles insured for physical damage is enclosed. Please review for accuracy, changes, etc.
- Vehicles to be insured for physical damage must be reported immediately to SawyerFoster in order to secure coverage.
- Recommend the City review schedule and delete older units. Key in on units that are older, have higher mileage, and are low in value.
- Recommend that city review value of each vehicle and adjust according to Actual Cash Value

Premium: \$ 88,517.63

Insurance & Risk Management Proposal

THIS PROPOSAL PROVIDES ONLY AN OUTLINE OF COVERAGES. THE POLICY SHOULD BE REFERRED TO FOR FULL TERMS AND CONDITIONS INCLUDING ALL COVERAGES AND EXCLUSIONS.

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Property Proposal

Named Insured:	City of Long Beach	
Type of Coverage:	Real & Personal Property All Risks excluding Flood & Earthquake	
Carrier:	Westchester Surplus Lines Insurance Company (A M Best Rated A+) Max Specialty Insurance Company (A M Best Rated A-)	
Policy Term:	12-31-2007 to 12-31-2008	
Limits	\$7,004,517	Total Insured Value
Deductibles:	3%	Per location of the sum of all values listed in the most recent SOV on file with the company for each location that has a loss or damage and for which a claim is being made under this policy - Subject to a minimum deductible of \$50,000
	\$10,000	Per Occurrence - All other Perils
Premium:	\$ 99,037.50 All taxes & fees included	
Option:	Terrorism coverage can be included for an additional premium of \$ 6,515.63	

Note: Present Program Cost \$158,000
Savings of \$59,000 on an annual basis
Return premium of \$39,037 on present program
Net cost to City $\$99,100 - \$39,037 = \$60,063$

Note: This also saves the 5% tax imposed by Department of Insurance effective on all property written after January 1, 2008.

Insurance & Risk Management Proposal

THIS PROPOSAL PROVIDES ONLY AN OUTLINE OF COVERAGES. THE POLICY SHOULD BE REFERRED TO FOR FULL TERMS AND CONDITIONS INCLUDING ALL COVERAGES AND EXCLUSIONS.

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Named Insured: City of Long Beach

Type of Coverage: Equipment

Carrier: Great American (A M Best Rated A)

Policy Term: 01-01-2008 to 12-31-2008

Insured Location: City of Long Beach

Limits/Deductibles: \$688,553 Scheduled
\$325,000 Unscheduled
\$ 1,000 Deductible

Terms & Conditions:

- Fire Extinguisher Warranty
- Brush Burning Exclusion
- Waterborne Exclusion - Does not apply to wave runners

Comments: ➤ A schedule of insured equipment is enclosed. Please review for accuracy and any deletions or changes.

Premium: ➤ \$ 15,034

Insurance & Risk Management Proposal

THIS PROPOSAL PROVIDES ONLY AN OUTLINE OF COVERAGES. THE POLICY SHOULD BE REFERRED TO FOR FULL TERMS AND CONDITIONS INCLUDING ALL COVERAGES AND EXCLUSIONS.

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Named Insured: City of Long Beach

Type of Coverage: Marine Liability – Harbor (A M Best Rated A+)

Carrier: St. Paul

Policy Term: 01-01-2008 to 12-31-2008

Insured Location: City of Long Beach Harbor

Limits/Deductibles:

- Marine General Liability
\$1,000,000 *Per Occurrence
\$2,000,000 General Aggregate
- Marina Operators Legal Liability
\$1,000,000 Per Occurrence including Protection
& Indemnity
- Hull Coverage Physical Damage

Premium: \$2,000

- Defense costs inside the limits

Owned Watercraft

<i>Description</i>	<i>Amount of Insurance</i>
1976 23' Seacraft center console	\$ 6,000
2000 225 Mercury outboard motor	\$10,000
1990 Magic Tilt trailer	\$ 2,000
14' Monarch aluminum skiff	\$ 400
Single axle trailer	\$ 400
12' Achilles inflatable skiff	\$ 2,000
25 HP Evinrude motor	\$ 500
Total Value Insured	\$21,300

Insurance & Risk Management Proposal

THIS PROPOSAL PROVIDES ONLY AN OUTLINE OF COVERAGES. THE POLICY SHOULD BE REFERRED TO FOR FULL TERMS AND CONDITIONS INCLUDING ALL COVERAGES AND EXCLUSIONS.

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PREMIUM RECAP

OPTION I

General Liability	\$ 184,100.00
Automobile Liability	Included
Law Enforcement Liability	Included
Public Officials Liability	Included
Auto Physical Damage	\$ 88,517.63
Property	\$ 99,037.50
Equipment	\$ 15,034.00
Marine	\$ 2,000.00
TOTAL	\$ 388,689.13

Insurance & Risk Management Proposal

THIS PROPOSAL PROVIDES ONLY AN OUTLINE OF COVERAGES. THE POLICY SHOULD BE REFERRED TO FOR FULL TERMS AND CONDITIONS INCLUDING ALL COVERAGES AND EXCLUSIONS.

Mr. Foster will contact the departments for an updated vehicle and equipment list and will remove the water department and senior citizens building from the property schedule.

On-line water bill payment proposals and credit/debit set-up, Water Department, were taken under advisement for consideration at the recess meeting scheduled for January 2, 2008.

Minutes of December 18, 2007 Mayor and Board of Aldermen

There came on for consideration direction to the Planning Commission to revisit the sign ordinance. After considerable discussion, Alderman Notter made motion seconded by Alderman Holder and unanimously carried to schedule a joint work session with the Planning Commission, Thursday, January 10, 2008, at 5:30 p.m., to discuss the sign ordinance.

Alderman Holder made motion seconded by Alderman Bennett and unanimously carried to renew the Mississippi Urban Forest Council membership, as follows:



Mississippi Urban Forest Council

Replant Hope Together

"Urban forestry is becoming more and more important to our communities due to storms, economic potential and other challenges. By joining the urban forestry council we will help you learn more about urban forestry, resources and ways to implement a sound program in your city. The future of Urban Forestry depends on all of us as leaders, so it is vital importance that each of you be involved."

Mayor Gene McGee, President

Time to Renew Your Membership!

We strive to meet your community development needs and we are working to help reforest communities statewide. Every penny you donate goes to community forestry in Mississippi as a tax deductible contribution. Use this form as a receipt.

Name of individual or organization: City of Long Beach, MS

Address: P.O. Box 929, 645 Kennedy Rd, Long Beach, MS 39560

Phone: (228) 863-1556

Email (needed for free electronic news and grant information): cityclerk@cityoflongbeach.ms.com

-Invoice-

Date Remitted: JAN 2, 2008

Amount Remitted: \$100.00

Remit To: MS Urban Forest Council
164 Trace Cove Drive
Madison, Mississippi 39110

Mississippi Urban Forest Council Annual Membership Levels

www.msurbanforest.com

"Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it's the only thing that ever has" Margaret Mead

Individuals	Oaks (Strong and Reliable Individuals)	\$25
<u>City/County</u>	<u>Southern Magnolia (Southern Beauty)</u>	<u>\$100</u>
Affiliate Organizations	Dogwood (Beautiful with Others)	\$100
Business	Tulip-Poplar (Mississippi Pride)	\$500
Corporate Partners	Live Oak (Strong and Constant)	\$1000
Life Time Partner	Cypress (Tree Eternal for Life)	\$3000
Student	Redbud	\$10

Benefits of Membership - Collect the Rewards (By Request)

1. Forest Educational Tool Kit
4. Free Cap or Tree CD
7. Certified Urban Forests
10. Green Communities E-News

2. 10 Trees Donated to the Reforest Dept. of Wildlife
5. All MUFC programs are free to members
8. Grants & Technical Assistance
11. Free Trees for Local Nurseries

3. Master Urban Forestry Training
6. Community Forestry Awards
9. Quarterly gifts
12. A Lasting Impact

For more information contact: Donna Yowell, Executive Director of MUFC at dyowell@aol.com or 601-672-0755

APPROVED

Donna Yowell

DEC 18 2007

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The Mayor recognized the City Attorney for his report and apprised the Mayor and Board of Aldermen that the Utility Partners, LLC, public works contract is up for renewal. After considerable discussion, Alderman Notter made motion seconded by Alderman McNary and unanimously carried to authorize advertisement to accept requests for proposals.

Katrina cottages and removal of trailers were placed on the agenda for the recess meeting scheduled for January 2, 2008.

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 recess the meeting to Wednesday, January 2, 2008, at 5:30 p.m. due to the New Years Day Holiday.

APPROVED:

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

Alderman Charles A. Boggs, Ward 1

Alderman Richard Notter, Ward 2

Alderman Richard Burton, Ward 3

Alderman Joseph McNary, Ward 4

Alderman Mark Lishen, Ward 5

Alderman Richard Bennett, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruoff, City Clerk