

**Minutes of January 15, 2008**  
**Mayor and Board of Aldermen**

Be it remembered that a public hearing before the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at 5:30 o'clock p.m. on Tuesday the 15<sup>th</sup> day of January, 2008, in the Long Beach School District Central Office, 19148 Commission Road in said City and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

Absent the meeting were Alderman Charles Boggs and due to a death in his family, Alderman Allen D. Holder, Jr.

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

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The public hearing to consider the pros and cons regarding the fluoridation of the municipal water system was called to order.

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on November 7, 2007, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

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

**Minutes of January 15, 2008  
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**PROOF OF PUBLICATION**



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie 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., 81 dated 23 day of Dec, 20 07
- Vol. 124 No., 86 dated 28 day of Dec, 20 07
- 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.

[Signature]  
Clerk

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

Commission Expires on:  
15 October, 2011  
Karen Shook  
Notary Public

Printer's Fee ..... \$ 23.54  
Furnishing proof of publication ..... \$ 3.00  
TOTAL..... 26.54

\* \* \*

The Mayor opened the floor for public comments, as follows:

Ken Pell, 414 East 2<sup>nd</sup> Street, Long Beach, Mississippi, opposed due to health risks to the elderly and children;

M. Wehrman, 534 Mockingbird Drive, Long Beach, Mississippi, in favor due to health benefits;

John Justice, Jackson, Mississippi, State Health Department, in favor due to health benefits;

Dr. Nick Mosca, Jackson, Mississippi, State Health Department, in favor due to health benefits;

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Rhonda Harper, 12187 Vidalia Road, Pass Christian, Mississippi, in favor due to health benefits;

Dr. Mark Stringer, 123 Vance Place, Long Beach, Mississippi, in favor due to health benefits;

Dr. Michael Keel, 20040 Pineville Road, Long Beach, Mississippi, in favor due to health benefits; and

Stacey Currie, Gulfport, Mississippi, in favor due to health benefits.

\* \* \*

There being no further public comments, Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to close the public hearing.

Considerable discussion followed regarding potential health risks and benefits, additional costs to the City and the consumer and grant funding available through the Mississippi Department of Health, fully funding the fluoridation for two (2) years and committing the city to a total of five (5) years fluoridation.

After considerable discussion and debate, Alderman Burton made motion seconded by Alderman Notter to implement the fluoridation of the municipal water system, optimizing the services of Utility Partners, LLC, to implement said fluoridation, and authorizing the Mayor to execute grant documents through the Mississippi Department of Health.

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

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

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

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The public hearing was called to order to consider an application for ZONING MAP CHANGE from R-4 Residential Farm and C-2 General Commercial to PUD Mixed Use Standards as filed by Castine Pointe Development for property generally described

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as being south of 28<sup>th</sup> Street, North of Commission Road and running parallel with Klondyke Road.

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 December 4, 2007, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

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

**PROOF OF PUBLICATION**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie 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 of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

Vol. 124 No., 73 dated 15 day of Dec, 20 07  
 No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 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.

Julie A. Garner  
Clerk

Sworn to and subscribed before me this 19 day of December, A.D., 20 07

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

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

**LEGAL NOTICE - PUBLIC HEARING**  
 NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen, Long Beach, Mississippi, will conduct a public hearing Tuesday, January 15, 2008, at 5:30 p.m., Long Beach School District Central Office, 19148 Commission Road, Long Beach, Mississippi, to consider an application for ZONING MAP CHANGE submitted by Coastal Pointe Development, Inc., 350 N. Causoway Boulevard, Mandeville, LA 70448, requesting to change the zoning classification from R-4 Residential Farm and C-2 General Commercial to PUB Mixed Use Standards for tax parcel number 0611C-01-402.000. The property is generally described as being South of Twenty-Eighth (28th) Street, North of Commission Road and running parallel with Klondyke Road. The legal description is as follows:  
 A parcel of ground situated in Section 2, Township 8 South, Range 12, West, Harrison County, Mississippi, and being more fully described as follows:  
 From the Southeast corner of the East 1/2 of the Northeast 1/4 of Section 2, Township 8 South, Range 12, West, go North 89 degrees 23 minutes 32 seconds West, a distance of 207.76 feet to the Point of Beginning.  
 From the Point of Beginning go North 89 degrees 23 minutes 32 seconds West, a distance of 2418.19 feet to a point on the easterly right of way line of Harvest Lane; thence go along said right of way North 00 degrees 11 minutes 48 seconds West, a distance of 1311.51 feet; thence leave said right of way and go North 89 degrees 38 minutes 27 seconds East, a distance of 647.00 feet; thence go North 00 degrees 40 minutes 40 seconds East, a distance of 1316.49 feet to a point on the southerly right of way line of 29th Street; thence go along said right of way South 89 degrees 42 minutes 42 seconds East, a distance of 1900.66 feet to a point on the westerly right of way line of Klondyke Road; thence go along said right of way South 00 degrees 04 minutes 45 seconds East, a distance of 2442.02 feet; thence leave said right of way and go North 89 degrees 21 minutes 40 seconds West, a distance of 208.00 feet; thence go South 00 degrees 08 minutes 39 seconds East, a distance of 208.00 feet back to the Point of Beginning. Said parcel contains 138.50 acres.  
 The application for zoning map change was approved at a public hearing before the Long Beach Planning Commission duly held and convened on November 8, 2007.  
 ORDERED this 4th day of December, 2007, Mayor and Board of Aldermen, Long Beach, Mississippi.  
 By: signed  
 Rebecca E. Schuff, City Clerk  
 U28,adv15,15lit 1215788

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**Mayor and Board of Aldermen**

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The Clerk further reported that forty-eight (48) legal notices of public hearing were sent via certified mail, return receipt requested, thirty seven (37) were received, nine (9) returned unclaimed, and two (2) unknown, with no return.

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

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Alderman Notter made motion seconded by Alderman McNary and unanimously carried to make the November 8, 2007, Planning Commission meeting a part of the record of this public hearing, on file in the Office of the City Clerk.

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It was noted for the record that all fees associated with this public hearing were paid in full by the applicant.

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The Mayor opened the floor for public comments as follows:

Luther Conn, 707 Klondyke Road, Long Beach, Mississippi, opposed due to wetlands issues and extreme flooding on his property and the subject property;

Leigh Anne Biggs, 6071 Harvest Lane, in favor due to the need for development in the City; and

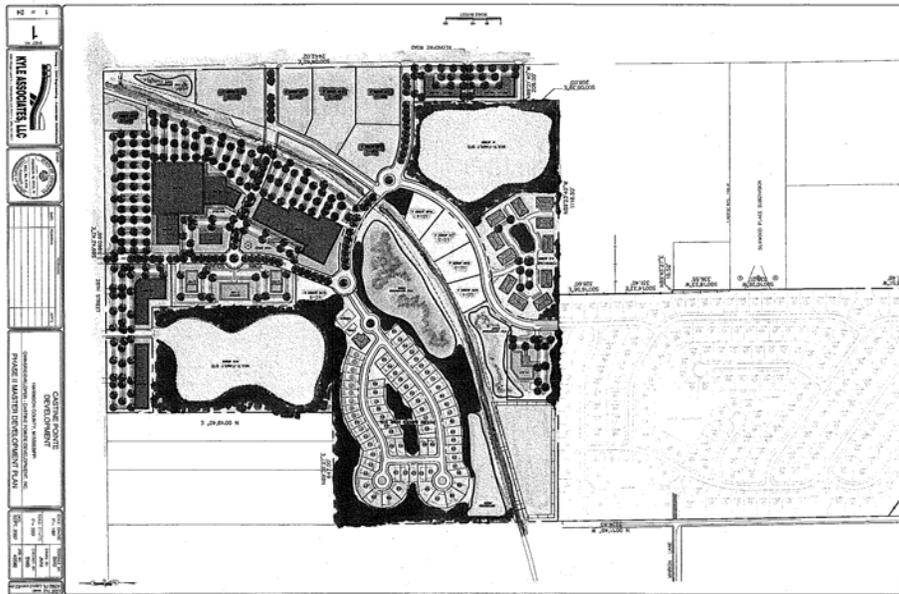
Bob Lankford, 24389 East Dubuisson Road, Pass Christian, Mississippi, owner of property on 28<sup>th</sup> Street in proximity of subject property, in favor due to the need for development in the City.

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The Mayor recognized the applicant and developer, Jared J. Riecke, Riecke and Associated, 350 North Causeway Boulevard, Mandeville, Louisiana, who submitted a document depicting the development, as follows:

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Mr. Riecke addressed concerns regarding wetlands issues and flooding, stating that retention and detention ponds will be constructed to handle flood waters and stormwater without sacrificing green space. Franklin Kyle, III, Engineer for the development also addressed concerns regarding stormwater runoff and flooding.

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There being no further public comments, Alderman Notter made motion seconded by Alderman Burton and unanimously carried to close the public hearing.

\* \* \*

Considerable discussion and debate followed regarding flooding and stormwater runoff and it was determined for the record that the application is for a zoning map change and all other matters would be addressed with the city's engineers and the engineers for the development prior to any approval by the city and action was taken as follows:

**ORDINANCE NO. 552**

**AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 344, AS AMENDED, ENTITLED "THE ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI" AMENDING THE ZONING MAP INCORPORATED IN SAID ORDINANCE TO CHANGE THE CLASSIFICATION OF CERTAIN PROPERTY CONSISTING OF 138.50 ACRES, MORE OR LESS, AND LOCATED IN THE CITY OF LONG BEACH, MISSISSIPPI, IN AN AREA SOUTH OF 28<sup>th</sup> STREET, NORTH OF COMMISSION ROAD AND RUNNING PARALLEL WITH KLONDYKE ROAD AND BEARING TAX PARCEL NUMBER 0611C-01-002.000 FROM R-**

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**4/C-2 (RESIDENTIAL FARM/GENERAL COMMERCIAL) TO PUD  
(PLANNED UNIT DEVELOPMENT) MIXED USE STANDARDS, AND FOR  
RELATED PURPOSES.**

WHEREAS, application was filed with the Planning Commission of the City of Long Beach, Mississippi, for the change in the zoning classification from R-4 (Residential Farm) and C-2 (General Commercial) to PUD (Planned Unit Development) for a Planned Unit Development, Mixed Use Standards, of certain property located within the City of Long Beach, First Judicial District of Harrison County, Mississippi, consisting of 138.50 acres, more or less, in an area south of 28<sup>th</sup> Street, North of Commission Road, and running parallel with Klondyke Road and Bearing Tax Parcel Number 0611C-01-002.000, and which property is more particularly described as follows:

A parcel of ground situated in Section 2, Township 8 South, Range 12 West, Harrison County, Mississippi, and being more fully described as follows:

From the Southeast corner of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 8 South, Range 12 West go North 89°23'32" West, a distance of 207.76 feet to the **Point of Beginning**.

From said Point of Beginning go North 89° 23' 32" West, a distance of 2418.19 feet to a point on the easterly right of way line of Harvest Lane; thence go along said right of way North 00°11'48" West, a distance of 1311.51 feet; thence leave said right of way and go North 89°38'27" East, a distance of 647.00 feet; thence go North 00°49'40" East, a distance of 1316.49 feet to a point on the southerly right of way line of 28<sup>th</sup> Street; thence go along said right of way South 89°42'42" East, a distance of 1960.66 feet to a point on the westerly right of way line of Klondyke Road; thence go along said right of way South 00°04'45" East, a distance of 2442.02 feet; thence leave said right of way and go North 89°21'40" West, a distance of 208.00 feet; thence go South 00°08'39" East a distance of 208.00 feet back to the Point of Beginning. Said parcel contains 138.50 acres, more or less.

Said parcel is hereinafter referred to as the "Subject Property".

WHEREAS, the Long Beach Planning Commission received the application for zoning map change from the owner of the Subject Property and after first publishing Notice of such hearing did, at its meeting of November 8, 2007, conduct a public hearing on said application, during which hearing proponents and opponents of the application were heard, the application and the preliminary development plan incorporated therein was reviewed and discussed and after such hearing, review and discussion, did recommend approval of the application by the Mayor and Board of

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Aldermen as reflected in the official minutes of the November 8, 2007, meeting of the Long Beach Planning Commission; and

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi,

having made due investigation therefore, do now find, determine, adjudicate and declare as follows, to-wit:

a. That pursuant to legal notice published and given for the time and in the manner provided by law, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, did meet at 5:30 p.m. on Tuesday, January 15, 2008, at the Long Beach School District Central Office at 19148 Commission Road in said City, the time, place and date fixed in said legal notice, and did on said date conduct a public hearing at which hearing all parties interested in or opposed to the proposed zoning classification amendment changing the zoning classification of the aforesaid Subject Property, were given an opportunity to be heard and allowed to make oral and/or written comment to such proposed change, which proposed change was then and there on file and had been on file during the period of said notice in the office of the City Clerk at the City Hall in said City, available for public inspection and examination by any and all parties interested in or opposed to the proposed change, all as more particularly hereinafter set forth in this ordinance.

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

c. That the clear and convincing evidence establishes, based upon the examination of the municipal zoning map, the character of the surrounding

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neighborhood, the Preliminary Development Plan, and the evidence and testimony presented at hearing,

1) That the total development plan complies with the spirit and intent of the Zoning Ordinance of the City of Long Beach, Mississippi, and that the best use of the subject property is the construction of the Planned Unit Development Mixed Use Standards described by the Preliminary Development Plan; and

2) That the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under any other district; and

3) Any exception from the Zoning Ordinance requirements is warranted by the design and amenities incorporated in the development plan; and

4) Land surrounding the proposed development can be planned in coordination with the proposed development and that it can be compatible in use; and

5) The proposed change to a Planned Unit Development Mixed Use Standards is in conformance with the general intent of the comprehensive master plan; and

6) Existing and proposed streets are suitable and adequate to carry anticipated traffic within the proposed district and in the vicinity of the proposed district; and

7) Existing and proposed utility services are adequate for the proposed development; and

8) Each phase of the proposed development, as it is proposed to be completed contains the roadway systems, landscape and utility areas necessary for creating and sustaining a desirable and stable environment;

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9) The proposed Planned Unit Development District and all proposed roadway systems, buildings, parking spaces, landscape and utility areas can be completely developed within five years of the establishment of the district; and

10) That the large size of the Subject Property makes such parcel particularly conducive to development in accordance with the preliminary development plan proposed by the applicant.

d. That the clear and convincing evidence establishes the public need for the said amendment changing the zoning classification of the subject property from its present zoning classifications, the zoning classification for part of the subject parcel presently being R-4 (Residential Farm) and the zoning classification for the remainder of the subject parcel presently being C-2, (General Commercial) to a PUD Mixed Use Standards.

e. That the Zoning Ordinance of the City of Long Beach should be amended by amending the Zoning Map incorporated therein to add the subject property and to change the zoning classification of the subject property from Residential Farm and General Commercial to PUD (Planned Unit Development District) NOW THEREFORE,

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

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

The Zoning Map incorporated in and being a part of Ordinance No. 344, as Amended, entitled "THE ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI, is hereby amended to change the Zoning Classification of the Subject Parcel, part of which is zoned Residential Farm and part of which is zoned C-2, to PUD

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(Planned Unit Development District) Mixed Use Standards, and the boundaries of such PUD are described and established as follows, to-wit:

A parcel of ground situated in Section 2, Township 8 South, Range 12 West, Harrison County, Mississippi, and being more fully described as follows:

From the Southeast corner of the East ½ of the Northeast ¼ of Section 2, Township 8 South, Range 12 West go North 89°23'32" West, a distance of 207.76 feet to the **Point of Beginning**.

From said Point of Beginning go North 89° 23' 32" West, a distance of 2418.19 feet to a point on the easterly right of way line of Harvest Lane; thence go along said right of way North 00°11'48" West, a distance of 1311.51 feet; thence leave said right of way and go North 89°38'27" East, a distance of 647.00 feet; thence go North 00°49'40" East, a distance of 1316.49 feet to a point on the southerly right of way line of 28<sup>th</sup> Street; thence go along said right of way South 89°42'42" East, a distance of 1960.66 feet to a point on the westerly right of way line of Klondyke Road; thence go along said right of way South 00°04'45" East, a distance of 2442.02 feet; thence leave said right of way and go North 89°21'40" West, a distance of 208.00 feet; thence go South 00°08'39" East a distance of 208.00 feet back to the Point of Beginning. Said parcel contains 138.50 acres, more or less.

**SECTION 2.** Ordinance No. 344, as amended, entitled the "ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI", as amended, is hereby amended as set forth above, only, to otherwise remain in full force and effect.

**SECTION 3.** Severability

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

**SECTION 4.** Effective Date

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

The above and foregoing Ordinance No. 552 was introduced in writing by Alderman Notter who moved its adoption. Alderman Lishen seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance 552 adopted and approved this the 15<sup>th</sup> day of January, 2008.

APPROVED:

\_\_\_\_\_  
WILLIAM SKELLIE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
REBECCA E. SCHRUFF, CITY CLERK

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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 January, 2008, 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 Richard Notter, Richard Burton, Joseph McNary, Mark Lishen, City Clerk Rebecca E. Schruuff and City Attorney Frank R. McCreary, III.

Absent the meeting were Alderman Charles Boggs, Alderman Richard Bennett and due to a death in his family, Alderman Allen D. Holder, Jr.

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

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# Minutes of January 15, 2008 Mayor and Board of Aldermen

The meeting was called to order and there came on for consideration a letter with attachments from City Engineer David Ball, as follows:



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

520 33<sup>RD</sup> STREET, GULFPORT, MS 39507  
P.O. BOX 1677, GULFPORT, MS 39502

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



January 10, 2008

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

**RE: Award of Contract – Long Beach Smallcraft Harbor – Phase III**

Gentlemen:

The City received and opened bids for this project on Tuesday, October 2, 2007. A Certified Tabulation of Bids is enclosed. There were twelve bidders overall, and the three lowest bids were within 13%, indicating very competitive bidding. The low bidder is Vice Construction, Inc., at the price of \$295,797, who has performed the previous two phases of the Harbor work in a very satisfactory manner.

Based on recent concurrence by FEMA and MEMA personnel, we are therefore pleased to recommend that the City award the referenced contract to Vice Construction, Inc. in the amount of \$295,797, with work to begin as soon as contracts are signed and bonds and insurance are in place.

Sincerely,

David Ball, P.E.

DB:1775-III  
Enclosure



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Press-Register, Mobile, Alabama, The Time Picayune, New Orleans, Louisiana and The Clarion Ledger, Hinds County, Mississippi.

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

**PROOF OF PUBLICATION**

**ADVERTISEMENT FOR BIDS**  
City of Long Beach, Mississippi  
The City of Long Beach, Mississippi, will receive bids for: **REMOVAL OF TEMPORARY SEWERS** at the Office of the City Clerk, Temporary City Hall on Woodville Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M., January 2, 2008.  
Bids are invited for the furnishing of materials, labor and equipment for the proper removal and disposal of approximately 35,293 lf of 4" and 6,340 lf of 6" temporary sewer force main piping; 28 sewage grinder pumps and simplex control panels, miscellaneous electrical components, etc. as well as associated restoration of disturbed facilities. (Bid Schedule No. 1) The contractor will be required to provide a price in Bid Schedule No. 2, for the estimated value value, if any, of the removed items.  
The temporary sewer force main piping is located above ground and beneath  
driveways within the City of Long Beach. The contractor shall be responsible for cleaning all sewer piping, pumps, etc. prior to loading material on trucks for transport and ultimate disposal, and shall ensure that all material to be disposed of is free of any and all waste matter prior to transport.  
Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, City Hall, Long Beach, Mississippi. Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Howe Avenue at 53rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$25.00 non-refundable fee.  
A certified check or bank draft payable to the order of City of Long Beach, Mississippi negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, REMOVAL OF TEMPORARY SEWERS, shall be submitted with each bid.  
For bids exceeding \$50,000, Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."  
The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any formalities in the bidding.  
Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.  
Done by order of the Mayor and Board of Aldermen, December 4, 2007.  
City of Long Beach, Mississippi  
By: /s/ REBECCA SCHRUFF  
CITY CLERK  
T20,adv7,14,2F# 1213886

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie 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 of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

- Vol. 124 No., 65 dated 7 day of Dec, 20 07
- Vol. 124 No., 72 dated 14 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.

Julie A. Garner  
Clerk

Sworn to and subscribed before me this 17 day of December, A.D., 20 07

KANDIA BERKLEY  
Notary Public, State of Mississippi  
Harrison County  
My Commission Expires  
April 05, 2010  
Kandia Berkley  
Notary Public

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

# Minutes of January 15, 2008 Mayor and Board of Aldermen

## The Times-Picayune

3800 HOWARD AVENUE, NEW ORLEANS, LOUISIANA 70140-1097      TELEPHONE (504) 826-3206

ADVERTISEMENT FOR BIDS  
City of Long Beach, Mississippi

The City of Long Beach, Mississippi, will receive bids for:  
**REMOVAL OF TEMPORARY SEWERS**

at the Office of the City Clerk, Temporary City Hall on Klondike Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M., January 2, 2008.

Bids are invited for the furnishing of materials, labor and equipment for the proper removal and disposal of approximately 35,293 ft of 4" and 6,340 ft of temporary sewer force main piping, 28 sewage grinder pumps and simplex control panels, miscellaneous electrical components, etc. as well as associated restoration of disturbed facilities (Bid Schedule No. 1). The contractor will be required to provide a price in Bid Schedule No. 2, for the estimated salvage value, if any, of the removed items.

The temporary sewer force main piping is located above ground and beneath driveways within the City of Long Beach. The contractor shall be responsible for cleaning all sewer piping, pumps, etc. prior to loading material on trucks for transport and ultimate disposal, and shall ensure that all material to be disposed of is free of any and all waste matter prior to transport.

Contract Documents, including drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Plans and Specifications may be obtained at the office of A. Darrell Russell & Associates, Inc., Consulting Engineers, 1105 Avenue A, 3rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$25.00 non-refundable fee.

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, REMOVAL OF TEMPORARY SEWERS, shall be submitted with each bid.

For bids exceeding \$50,000, Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalties in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Done by order of the Mayor and Board of Aldermen, December 4,

I attest that  
"Exhibit  
of the adv  
Times Pic  
hereto as  
ect copy  
in The  
s.

State of Louisiana  
Parish of Orleans  
City of New Orleans

Personally appeared before me, a Notary in and for the parish of Orleans, Robert J. Chiasson who deposes and says that he is the Accounts Receivable Manager, of The Times-Picayune Publishing Corporation, a Louisiana Corporation, Publishers of The Times-Picayune, Daily and Sunday, of general circulation; doing business in the City of New Orleans and the State of Louisiana, and that the attached

**BIDS & PROPOSALS**  
Re: Advertisement bids for The City of Long Beach, MS.  
will receive bids for Removal of Temporary Sewers

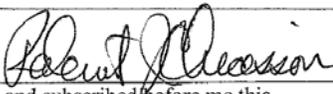
Advertisement of City of Long Beach Mississippi

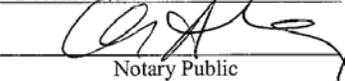
P.O. BOX 929  
Long Beach, MS. 39560

Was published in The Times Picayune

3800 Howard Ave.  
New Orleans, La. 70125

On the following dates December 7, 14, 2007

  
Sworn to and subscribed before me this  
14<sup>th</sup> Day of December, 2007

  
Notary Public

My commission expires at my death.  
Charles A. Ferguson, Jr.  
Notary identification number 23492

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

# PRESS-REGISTER

**LEGAL AFFIDAVIT**

Account Number: 1057428

Name: CITY OF LONG BEACH MISSISSIPPI

Period Ending: 12/14/07

Sale Rep: Laura Lenoir

Questions Please Call: (251) 219-5413

CITY OF LONG BEACH MISSISSIPPI  
ATTN: ACCOUNTS PAYABLE  
P.O. BOX 929  
LONG BEACH, MS 39560

• Press - Register  
Lock Box 1712  
Mobile, AL 36633-1712

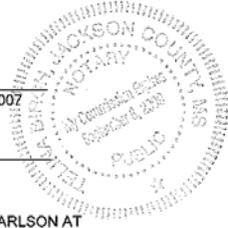
START DATE	END DATE	AD NUMBER	P.O. NUMBER / DESCRIPTION	SAU SIZE	BILLED UNITS	TIMES RUN	AMOUNT
12/07	12/14	I01260841-12072007	ADVERTISEMENT FOR BIDS City of Long Bea	511 Words	511	2	112.42
<b>TOTAL:</b>							<b>112.42</b>

MeCIA Carlson being sworn, says that she is bookkeeper of Mississippi Press which publishes a daily newspaper in the City of Pascagoula and County of Jackson, State of Mississippi; and attached notice appeared in the issue of

Mississippi Press 12/7/2007, 12/14/2007

*MeCIA Carlson*  
Sworn to and subscribed before me this 14th day of December 2007

*Laura Lenoir*  
NOTARY PUBLIC



FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL MECIA CARLSON AT (251) 219-5418. YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX: MSLEGAL@PRESS-REGISTER.COM OR FAX# (251) 219-5037

**WE APPRECIATE YOUR BUSINESS  
PRESS REGISTER LOCK BOX 1712, MOBILE, ALABAMA 36633  
FOR BILLING INQUIRIES - CALL (251) 219-5413 OR (251) 219-5415**

**ADVERTISEMENT FOR BIDS**  
City of Long Beach, Mississippi  
The City of Long Beach, Mississippi, will receive bids for:  
**REMOVAL OF TEMPORARY SEWERS**  
at the Office of the City Clerk, Temporary City Hall on Klondike Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M., January 7, 2008.  
Bids are invited for the furnish- ment of materials, labor and equipment with each bid.  
For bids exceeding \$50,000, Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."  
The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.  
Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.  
Done by order of the Mayor and Board of Aldermen, December 4, 2007.  
City of Long Beach, Mississippi  
By: S/REBECCA SCHRUFF  
Title: CITY CLERK  
THE MISSISSIPPI PRESS  
DECEMBER 7, 14, 2007

Minutes of January 15, 2008  
Mayor and Board of Aldermen

PROOF OF PUBLICATION  
THE STATE OF MISSISSIPPI  
HINDS COUNTY

PASTE PROOF HERE

**ADVERTISEMENT FOR BIDS**  
City of Long Beach, Mississippi  
The City of Long Beach, Mississippi, will receive bids for:

**REMOVAL OF TEMPORARY SEWERS**  
at the Office of the City Clerk, Temporary City Hall on Klondike Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office on Commission Road at 5:30 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 5:30 P.M. January 2, 2008.

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Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Plans and Specifications may be obtained at the office of A. Garner, Russell S. Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$25.00 non-refundable fee.

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, REMOVAL OF TEMPORARY SEWERS, shall be submitted with each bid.

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The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Done by order of the Mayor and Board of Aldermen  
December 4, 2007.

City of Long Beach, Mississippi  
By: S/REBECCA SCHLUFF  
Title: CITY CLERK

December 11, December 18, 2007

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

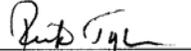
RICK TYLER

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

12/11/2007

Size: 654 words  
Published 1 Time(s)  
Total: \$86.98

Signed

  
Authorized Clerk of  
The Clarion-Ledger

SWORN to and subscribed before me the 17<sup>th</sup> day of January, 2008.



Notary Public  
Ann Middeke

Notary Public State of Mississippi at Large.  
Bonded thru Notary Public Underwriters



\*

\*

The Clerk further reported that twelve (12) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

<b>Removal of Temporary Sewers - Long Beach, MS</b>							
<b>Open Bids: 01/15/08</b>							
<b>Preliminary Tabulation of Bids (Under Advisement for Official Review and Tabulation)</b>							
Plan Holder	Cert. of Resp.	Bid Bond	ADM NO. 1	ADM NO. 2	ADM NO. 3	ADM NO. 4	TOTAL BID
Onyx, Inc. 1240 Powder Plant Rd SW Bessemer, AL 35022	15754	Y	Y	Y	Y	Y	\$ 306,030
NATCO, Inc. 133 Commercial Square Slidell, LA 70461	15831	Y	Y	Y	Y	Y	\$ 309,100
Necaise Borthers Construction Co., Inc. 21040 Coastal Parkway Gulfport, MS 39503	05004	Y	Y	Y	Y	Y	\$ 261,261
Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428	09155	Y	Y	Y	Y	Y	\$ 219,500
DRM Utilities, LLC P.O. Box 21243 Tuscaloosa, AL 35402	11181	Y	Y	Y	Y	Y	\$ 556,500
Gulf Equipment Corporation 5212 Willis Road Theodore, AL 36582	10434	Y	Y	Y	Y	Y	\$ 582,600
Hemphill Construction Co., Inc. P.O. Drawer 879 Florence, MS 39073	2449	Y	Y	Y	Y	Y	\$ 211,600
Twin L Construction 8292 Firetower Road Pass Christian, MS 39571	8365	Y	Y	Y	Y	Y	\$ 261,110
O'Brian Construction, LLC 18315 Landon Road Gulfport, MS 39503	15917	Y	Y	Y	Y	N	\$ 202,500
Salvage Nine One 112 North Ocean Wave Long Beach, MS 39560	11773	Y	Y	Y	Y	N	\$ 234,567
SCI, Inc. 10200 Logan Cline Road Gulfport, MS 39503	04939	Y	Y	Y	Y	Y	\$ 397,700
Wastewater Plant Service Company, Inc. (WPSCO) 397 Clark Avenue P.O. Box 493 Pass Christian, MS 39571	14535	Y	Y	Y	Y	Y	\$ 262,018.16

Upon discussion, Alderman Notter made motion seconded by Alderman Burton and unanimously carried to take the aforementioned bids under advisement for review and tabulation by the City Engineer with a recommendation at the next regular meeting, February 5, 2008.

\*\*\*\*\*

The Clerk reported that pursuant to requirements as set forth in § 27-105-353 and § 27-105-353 of the Mississippi Code of 1972, Annotated, 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 to Financial Institutions, "BIDS FOR THE PRIVILEGE OF KEEPING MUNICIPAL FUNDS, OR ANY PART

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

THEREOF, FOR A PERIOD TWO (2) YEARS", as evidenced by the Publisher's Proof of Publication.

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

**PROOF OF PUBLICATION**



NOTICE TO FINANCIAL INSTITUTIONS  
IN ACCORDANCE with Section 27-105-305 and Section 27-105-353 of the Mississippi Code, 1972, Annotated, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, hereby give notice that bids will be received from all financial institutions qualifying under the requirements as set forth in Section 27-105-315 of the Mississippi Code, 1972, Annotated, until 5:00 o'clock p.m., Tuesday, January 15, 2008, for the purpose of keeping municipal funds, or any part thereof, for a period of two (2) years. The bids or proposals shall designate the kind of security as authorized by law which the financial institutions propose to give as security for the funds. Sealed bids should be mailed to the City Clerk, P.O. Box 929, Long Beach, Mississippi, 39560, or hand delivered to City Hall, 645 Keadyee Road prior to the deadline for bid opening. Rebecca E. Schuff, City Clerk  
T38,adv11.11ue 1214267

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie 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 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 124 No., 69 dated 11 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 \_\_\_\_\_
- 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 12 2007

Julie A. Sam  
Clerk

Sworn to and subscribed before me this 12 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:

# Minutes of January 15, 2008 Mayor and Board of Aldermen



January 15, 2008

Rebecca E. Schuff, City Clerk  
City of Long Beach  
645 Klondyke Rd.  
Long Beach, MS 39560

Pursuant to your request for bids to be submitted for the privilege of acting as your depository, the undersigned Hancock Bank, submits this, its bid therefore and application to be designated as depository for the accounts now with said Bank and any other accounts for which we may be designated depository.

We agree to furnish legal security for the faithful performance of such duties as depository as provided by statute in the sum required by the laws of the State of Mississippi, the securities pledged to be of proper type and amount as required by law.

We will clear all checks and warrants against sufficient funds on a par basis and all transfers of funds and receipts will be handled at par.

We agree to pay interest on the deposits when requested in accordance with Mississippi statutes and at rates of interest consistent with prevailing market conditions. The current Public Funds NOW account is earning 3.50% apy. This rate is set by said Bank is subject to change. **These deposit accounts will have no service charges.**

Hancock Bank is pleased to offer its cash management services free of any service charges. With this internet product you will be able to perform and obtain info reporting, balance inquiries, stop payments, wire transfers, ACH transfers, payroll direct deposit, check imaging and electronic record storage via CD-ROM.

Respectfully Submitted,

  
J.L. "Sandy" Rogers  
Vice President / Relationship Manager  
Institutional Banking  
228-563-5707

Post Office Box 4019 • Gulfport, MS 39502  
228-868-4000 • Fax 228-868-4675 • 1-800-522-6542  
hancockbank.com



Minutes of January 15, 2008  
Mayor and Board of Aldermen



P.O. DRAWER 529 BILOXI, MISSISSIPPI 39533-0529  
(228) 435-5511 • (228) 864-2252 • (800) USE-MINT (873-8468)  
FAX (228) 435-8418

January 15, 2008

The Honorable Mayor and Board of Aldermen  
City of Long Beach  
645 Klondyke Road  
Long Beach, MS 39560

Re: Depository Bid for the City of Long Beach 2008 - 2009

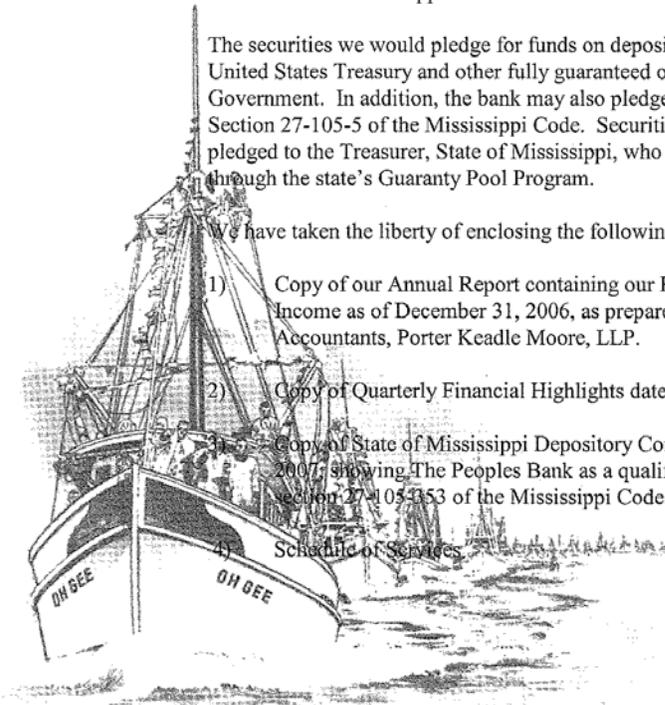
Dear Board Members:

Please consider this letter as our bid proposal pursuant to Section 27-105-303, Section 27-105-305 and other applicable sections of the Mississippi Code.

The securities we would pledge for funds on deposit would be direct obligations of the United States Treasury and other fully guaranteed obligations of the United States Government. In addition, the bank may also pledge other obligations as described in Section 27-105-5 of the Mississippi Code. Securities collateralizing public funds are pledged to the Treasurer, State of Mississippi, who acts as agent for public depositors through the state's Guaranty Pool Program.

We have taken the liberty of enclosing the following items:

- 1) Copy of our Annual Report containing our Balance Sheet and Statement of Income as of December 31, 2006, as prepared by our Certified Public Accountants, Porter Keadle Moore, LLP.
- 2) Copy of Quarterly Financial Highlights dated September 30, 2007.
- 3) Copy of State of Mississippi Depository Commission dated November 30, 2007, showing The Peoples Bank as a qualified depository as required by section 27-105-353 of the Mississippi Code.
- 4) Schedule of Services



ANNUAL BLESSING OF THE SHRIMP FLEET  
A CEREMONY DATING BACK OVER 300 YEARS

WWW.THEPEOPLES.COM

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

We invite you to compare our capital account against the capital account of any bidder which you may receive. We feel our strength, stability, security and integrity speak for us.

Please call on us anytime if you have questions concerning this proposal at 897-8712. Be sure to visit our web site at [www.thepeoples.com](http://www.thepeoples.com).

Sincerely,



Chevis C. Swetman  
President and CEO

Debbie Spayde  
Asst. Vice President

Enclosures

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**



January 2, 2007

The Honorable Mayor and Board of Alderman  
City of Long Beach  
City Hall  
Long Beach, MS 39560

Gentlemen:

The Whitney National Bank hereby requests to be appointed, designated and commissioned as city depository for funds of the City of Long Beach for two years pursuant to State laws.

Enclosed please find the proposal for Banking Services for Whitney National Bank. While this bid contains a great deal of information, we would be glad to meet and answer any questions you might have concerning the wide array of services we can offer.

Interest on balances will be at our current rates with investment opportunities established as requested. All service charges and or fees can be offset with account balances. Whitney National bank offers a complete package of cash management services designed to meet all of our customers needs.

Whitney National Bank certifies that the financial institution will comply with Section 27-105-5, Mississippi code of 1972, amended, regarding the type and amount of collateral to be pledged as security for municipal deposits in excess of the Federal Deposit Insurance Corporation coverage. Whitney National Bank also certifies that the financial institution has met the requirements of Section 27-105-353, Mississippi Code of 1972, amended, being certified by the State Treasurer as meeting the ratio requirements specified in Section 27-105 or 27-105-6, Mississippi code of 1972 amended.

Sincerely,

Cathy Bergeron  
Branch Manager

---

Whitney National Bank Post Office Box 1420 Gulfport, Mississippi 39502-1420

Based upon the determination that all bidders qualify under the requirements as set forth in § 27-105-315 of the Mississippi Code 1972, Annotated, Alderman Notter made motion seconded by Alderman Burton and unanimously carried to designate Hancock Bank, The Peoples Bank and Whitney Bank as Municipal Depositories.

\*\*\*\*\*

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 December 4, 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, "SENIOR CITIZEN FACILITY AND RECREATION FACILITY", as evidenced by the Publisher's Proof of Publication.

M.B. 60

REG/PUBHEA:01.15.08

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

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

**PROOF OF PUBLICATION**



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Julie 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., 68 dated 10 day of Dec, 2007
- Vol. 124 No., 75 dated 17 day of Dec, 2007
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

DEC 19 2007

Julie A. Lane  
Clerk

Sworn to and subscribed before me this 19 day of December, A.D., 2007

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

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

The Clerk further reported that five (5) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

Preliminary Tabulation of Bids (Under Advisement for Official Review and Tabulation)												
Plan Holder	Certificate of Responsibility	ADDENDA #1	ADDENDA #2	Bid Bond	BASE BID FOR ALL WORK	Option #1	Option #2	Alternate A (Add)	Alternate B (Add)	Alternate C (Add)	Voluntary Alternate #1	Voluntary Alternate #2
Coleman Hammons Constr. Co., Inc. 814 College Street Brandon, MS 39042	5182	Y	Y	Y	\$ 4,374,000	Add \$48,000	Add \$450,000	\$ 163,000	\$ 105,000	N/A	Deduct \$15,500	Deduct \$74,000
Flagstar Construction Co, Inc. 2006 Aspen Cove Brandon, MS 39042	10817	Y	Y	Y	\$ 2,520,000	Add \$94,000	Add \$504,700	\$ 150,000	\$ 225,300	\$ 102,400	N/A	N/A
MW Rogers Construction Co. LLC P.O. Box 160885 Mobile, AL 36616	13238	Y	Y	Y	\$ 2,660,299	Add \$130,699	Add \$462,169	\$ 180,082	\$ 230,905	N/A	Add \$92,713	N/A
Ledor Construction, Inc. 17 W 636 Butterfield Road Oakbrook, IL 60181	7579	Y	Y	Y	\$ 3,161,060	\$ 3,310,600	\$ 3,649,625	\$ 200,000	\$ 250,000	N/A	N/A	N/A
The Lasalle Group, Inc. 5002 Dewitt Canton, Michigan 48184	15243	Y	Y	Y	\$ 3,045,000	\$ 3,388,000	\$ 3,468,000	\$ 154,000	\$ 225,000	\$ 102,000	N/A	N/A

Upon discussion, Alderman Lishen made motion seconded by Alderman McNary and unanimously carried to take the aforementioned bids under advisement for review and tabulation by engineers with a recommendation at the next regular meeting, February 5, 2008.

\* \* \* \* \*

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 December 18, 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, "PROFESSIONAL MANAGEMENT, OPERATION AND MAINTENANCE

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

OF THE PUBLIC WORKS DEPARTMENT", as evidenced by the Publisher's Proof of Publication.

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

**PROOF OF PUBLICATION**

**CITY OF LONG BEACH, MISSISSIPPI  
LEGAL NOTICE  
REQUEST FOR PROPOSALS**

Sealed proposals are solicited to obtain services for the professional management, operation and maintenance of the Public Works Department for the City of Long Beach, MS. It is the city's intent to award a one year contract for management of the Department to the successful private firm, with an option to extend on a year-by-year basis. The Request for Proposal (RFP) may be obtained from: Long Beach City Clerk, City Hall, 645 Moody Road, P.O. Box 529, Long Beach, MS 38958, 228-438-1550. All questions concerning the contract shall be directed to Mayor Billy Skelton, at the above address or telephone number. All questions must be submitted no later than December 29, 2007. Any response required will then be copied by addendum to all interested parties who have notified the City of their interest by obtaining an RFP. Contact with any of the City's other elected officials during the solicitation process is expressly prohibited and violation may result in disqualification of the prospective proposer. Questions and clarification must be directed through the City's designated representative to insure fairness to all. Proposals must be received by the City Clerk not later than 5:00 p.m. January 15, 2008. Proposals must be submitted in an envelope clearly marked "PROPOSAL - PUBLIC WORKS CONTRACT OPERATION". All addendums must be acknowledged on the outside of the envelope, any proposal not complying will be deemed "non-responsive". The City reserves the right to award the contract to the Contractor whose proposal represents the best overall value, taking into consideration, public works operations experience, local knowledge of the project team, client references, and bid price. The City intends to make a decision in regard to award within thirty (30) days of the proposal submission date.

**ORDERED** this 18th day of December, 2007, Mayor and Board of Aldermen, Long Beach, Mississippi.  
By: Assigned  
Rebecca E. Schrum  
City Clerk  
V60.adv/26.2.WED  
1218156

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., 84 dated 26 day of Dec, 20 07
- Vol. 124 No., 91 dated 2 day of Jan, 20 08
- 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.

JAN 03 2008 Jule A. Garner  
Clerk 3

Sworn to and subscribed before me this 3 day of Jan, A.D., 20 08

Commission Expires on: 15 October, 2011 Karen Shook  
Notary Public

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

The Clerk further reported that two (2) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

Utility Partners, LLC  
1238 East Railroad Street  
Gulfport, MS 39501  
Bid Amount: \$1,573,282

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

Wastewater Plant Service Company, Inc. (WPSCO)  
396 Clark Avenue  
Pass Christian, MS 39571  
Bid Amount: Letter declining to submit proposal

Upon discussion, Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to extend the contract with Utility Partners, LLC, through February 5, 2008, under the terms of the existing contract to afford time for review and negotiation of the proposal as submitted.

\* \* \*

Upon further discussion, Alderman Lishen made motion seconded by Alderman Notter and unanimously carried authorizing the Mayor to appoint a five (5) member selection committee to review and negotiate the aforementioned proposal with a recommendation at the next regular meeting, February 5, 2008.

\*\*\*\*\*

There were no announcements, presentations or proclamations.

\*\*\*\*\*

Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to suspend the rules and amend the Municipal Docket to include the following:

Item IX.1.a. DEPARTMENTAL BUSINESS – MAYOR’S OFFICE – Terry Cleary, 109 South Girard Avenue, Water Bill

Item IX.3.g. CIVIL DEFENSE – CDBG Public Facility Resolution

Item IX.3.h. CIVIL DEFENSE – Katrina Cottages

Item X.3. NEW BUSINESS – Planning Effort Work Session, Ayers Saint Gross

\*\*\*\*\*

Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to approve the recess meeting minutes of the Mayor and Board of Alderman dated January 2, 2008, as submitted.

\*\*\*\*\*

The Mayor and Board of Aldermen took up the matter of final approval for recording of the Plat of Oak Haven Subdivision, and for related purposes. After a discussion of the subject, Alderman Lishen offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF LONG BEACH, MISSISSIPPI, PROVIDING FOR FINAL APPROVAL  
FOR RECORDING OF THE PLAT OF OAK HAVEN SUBDIVISION, AS A

**Minutes of January 15, 2008**  
**Mayor and Board of Aldermen**

SUBDIVISION OF THE CITY OF LONG BEACH, MISSISSIPPI, AND FOR  
RELATED PURPOSES.

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

1. Jeff Savarese and Debra Savarese, as owners of that certain land situated and being in the Municipality, in the NE 1/4 of Section 9, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, more particularly hereinafter described in this resolution, has subdivided the same as Oak Haven Subdivision, the final Plat of which subdivision, containing Oak Haven Drive as a private street, curbs and curb inlets and the paving thereof, drainage and utility easements and detention pond, all being private easements and improvements, as laid out, surveyed and platted by Benjamin Mark Walley P.L.S., for said Owners, according to his certificate executed and delivered thereon dated the \_\_\_ day of \_\_\_\_\_, \_\_\_\_ was certified by the Certificate of Ownership thereon executed and delivered and acknowledged under the date of \_\_\_\_\_, \_\_\_\_; and said Owners have requested the Governing Body of the Municipality for final approval of said Plat of Oak Haven Subdivision.

2. Hancock Bank, as mortgagee and lienholder has joined in said certification for the purpose of approving the same, by its certificate executed and delivered thereon under the date of \_\_\_\_\_, \_\_\_\_\_.

3. The aforesaid Plat of Oak Haven Subdivision, was examined and preliminarily approved by the Planning Commission of the Municipality by its Certificate of Final Plat Approval executed and delivered thereon under the date of \_\_\_\_\_, \_\_\_\_\_.

4. A. Garner Russell & Associates, Inc., Consulting Engineers, engineers for the Municipality, have made a cursory examination of the improvements installed by the Owners in the aforesaid subdivision, said examination being cursory for the reason that neither such improvements nor the easements containing same are not being dedicated to the City, and said engineers for the Municipality have reported that all of the same, appear to have been built in accordance with City standards and have recommended approval fo the plat of said subdivision for recording upon the developer providing those items specified by engineer David Ball's letter of December 12, 2007, as evidenced by said letter.

**Minutes of January 15, 2008**  
**Mayor and Board of Aldermen**

5. The City Attorney has reported to the Governing Body of the Municipality that the form of the aforesaid Plat of Oak Haven Subdivision is in substantial compliance with the subdivision regulations of the Municipality..

6. After a discussion of all of the above, the Governing Body of the Municipality does further find, determine and adjudicate and declare that in the public interest, the aforesaid Plat of Oak Haven Subdivision, and the Owner's certification thereon should be approved for recording, and that none of the paving and improvements, fence, sewage collection system, drainage system, water distribution system and all fixtures, equipment and appliances appurtenant thereto in said subdivision have been offered for dedication to the City but are proposed to remain and shall remain privately owned and maintained; and providing further that no building permit for the construction or installation of any other improvements or buildings on any lot in said subdivision shall issue until the owner's compliance with the provisions of this resolution as hereinafter set forth.

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

SECTION 1. Approval of the Plat for Recording.

The Plat of Oak Haven Subdivision, being a subdivision of that certain parcel of land situated and being located in the NE 1/4 of Section 9, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at an iron rod found at the Northeast corner of Lot 1, Pecan Park VII Subdivision; thence S00°09'21"E 95.12' to an iron rod found; thence S85°50'23"W 24.28' to an iron rod found; thence S00°23'28"E 52.77' to an iron rod found; thence S00°26'58"E 744.08' to an iron rod set on the north margin of Pineville Road; thence along said north margin, S89°47'46"W 412.71' to an iron rod set; thence leaving said north margin, N00°08'32"E 700.75' to an iron rod found; thence S88°33'13"E 21.08' to an iron rod found; thence N00°42'56"E 43.59' to an iron rod found; thence N89°44'30"E 326.19' to an iron rod set; thence N12°32'01"W 131.20' to an iron rod found on the south margin of Spring Drive; thence N75°55'19"E 57.64' to an iron rod found; thence further along said south margin, N81°41'25"E 54.05' back to the Point of Beginning. Said parcel contains 7.24 acres of land, more or less.



**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 15<sup>th</sup> day of January, 2008.

APPROVED:

\_\_\_\_\_  
WILLIAM SKELLIE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
REBECCA E. SCHRUFF, CITY CLERK

\* \* \* \* \*

Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to approve the January 10, 2008, Planning Commission minutes, as submitted.

\* \* \* \* \*

Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims number 011508.

\* \* \* \* \*

There came on for consideration a letter from Teresa Cleary, as follows:

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

*Reminds me to bring  
this up tomorrow night  
Thanks  
Bry*

109 S. Girard Avenue  
Long Beach, MS 39560

January 13, 2007

City Of Long Beach, Mississippi  
P.O. Box 630  
Long Beach, MS 39560

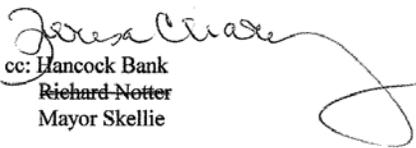
Dear Sir or Madam:

I recently came into your office to report that I had not received a water bill since moving back into my house on 109 S. Girard Ave., in Long Beach. I told you that my husband had been very ill this past year and had recently died. Our bill had been set up on automatic bank draft, but for some reason it had not been processed by your department. I told you. I would not be able to pay the full amount at that time. You said that I could make payments and the current month bill would be taken out by bank draft. I did not authorize Five Hundred twenty three dollars and sixty-eight cents (\$523.68) to come out of my bank account.

I would like for you to resolve this problem immediately. I am on a fixed income.

Sincerely,

Teresa Cleary

  
cc: Hancock Bank  
Richard Notter  
Mayor Skellie

TERESA CLEARY - 109 S. GIRARD AVE., LONG BEACH, MS 39560 228/863-2909

Upon discussion, Alderman Notter made motion seconded by Alderman Burton and unanimously carried authorizing the City Clerk to issue a municipal warrant refunding \$523.68, providing the bank has not credited her account, and directing the City Clerk to make arrangements with Ms. Cleary for payment of her past due balance.

\*\*\*\*\*

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

Firefighter 1<sup>st</sup> Class Brian Moore, PS-9, effective February 16, 2008;

Battalion Chief Tommy Stepp, PS-18-III, effective January 16, 2008;

M.B. 60

REG/PUBHEA:01.15.08

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

Firefighter 1<sup>st</sup> Class Josh White, PS-9-IV, effective February 16, 2008;

Firefighter 1<sup>st</sup> Class Jake Heinrich, PS-9-V, effective February 1, 2008;

Firefighter 1<sup>st</sup> Class Chad Epperson, PS-9, effective February 16, 2008;

Firefighter 1<sup>st</sup> Class Chris Carroll, PS-9, effective February 16, 2008.

\*\*\*\*\*

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

\*\*\*\*\*

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



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

520 33<sup>RD</sup> STREET, GULFPORT, MS 39507  
P.O. BOX 1677, GULFPORT, MS 39502

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



January 7, 2008

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

**RE: Phase 2 Harbor Repairs  
Final Acceptance – Vice Construction, Inc.**

Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 4 (Final), adjusting the contract quantities to conform with the completed work, for a net contract amount increase of \$24,112.00. The final amount of the contract is \$834,127.00. The additional quantities included in this work consist of additional piling, decking and substructure which required replacement, but which was not identified during the design of the project. FEMA personnel have assured us that such additional identified damage was expected, and is eligible for reimbursement. Also included in this amount was the replacement of the decking on Pier 4, which required demolition and the addition of new stringers, at a total cost of \$13,150.00. This additional work on Pier 4 is not eligible for FEMA participation and should be reimbursed directly by the City.
2. Application for Payment Number 7 (Final), in the amount of \$41,706.35, bringing the total of all payments to the full contract amount.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.

Sincerely,

David Ball, P.E.

DB:1775-II  
Enclosures

O:\1775\1775-Ph2\Final Acceptance Vice 010708.doc

Page 1 of 1

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

CHANGE ORDER

No. 4 (Final)

Dated 12/20/2007

Owner's Project No. \_\_\_\_\_ Engineer's Project No. 1775-II  
Project Repairs to Long Beach Smallcraft Harbor Phase 2  
Owner City of Long Beach

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

To: Vice Construction, Inc. Contractor:

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

Owner City of Long Beach

By \_\_\_\_\_

Date \_\_\_\_\_

Nature of the Change

Adjust contract quantities to conform to completed work.

Enclosures:

1. Contractor's price proposal

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

Contract Price Prior to This Change Order	\$ <u>810,015.00</u>
Net (Increase) (Decrease) Resulting from this Change Order	\$ <u>24,112.00</u>
Current Contract Price Including This Change Order	\$ <u>834,127.00</u>

NSPE 1910-8-B (1970 Edition)

© 1970, National Society of  
Professional Engineers

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

Contract Time Prior to This Change Order	195	Calendar Days.
Net (Increase) (Decrease) Resulting From This Change Order	0	Calendar Days.
Current Contract Time Including This Change Order	195	Calendar Days.

---

The Above Changes Are Approved:

A. Garner Russell & Associates, Inc.  
ENGINEER

by



Date

(2/20/07)

The Above Changes Are Accepted:

Vice Construction, Inc.  
CONTRACTOR

by



Date

01-02-08

# Minutes of January 15, 2008 Mayor and Board of Aldermen

PROJECT NO. 1775 II  
Page 3 of 3

4 (Final)

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	QUANTITY TO DATE	EXTENSION TO DATE
1-A1	DEMOLITION - DECK & BROKEN PILES & SUBSTRUCTURE - PIER 2	1 L.S.	\$28,340.00	\$28,340.00	0	\$0.00	1	\$28,340.00
1-A2	DEMOLITION - DETERIORATED PILES & SUBSTRUCTURE - PIER 2	1 L.S.	\$25,070.00	\$25,070.00	0	\$0.00	1	\$25,070.00
1-B	DEMOLITION - PIER 3	1 L.S.	\$20,000.00	\$20,000.00	0	\$0.00	1	\$20,000.00
1-C	DEMOLITION - PIER 4	1 L.S.	\$6,000.00	\$6,000.00	0	\$0.00	1	\$6,000.00
2-A	10" x 30' PILE	13 EA.	\$763.00	\$9,919.00	12	\$9,156.00	25	\$19,075.00
2-B	12" x 35' PILE	83 EA.	\$672.00	\$72,376.00	(1)	(\$872.00)	82	\$71,604.00
3-A	WOOD TIMBER PIER SUBSTRUCTURE	7,384 B.F.	\$32.50	\$239,960.00	408	\$13,260.00	7,792	\$253,240.00
4-A	WOOD PIER DECKING, 6' WIDE DECK	382 L.F.	\$41.50	\$15,853.00	0	\$0.00	382	\$15,853.00
4-B	WOOD PIER DECKING, 10' WIDE DECK	564 L.F.	\$63.50	\$35,838.00	48	\$2,988.00	602	\$32,207.00
4-C	FINGER PIER	25 EA.	\$1,962.00	\$49,050.00	0	\$0.00	25	\$49,050.00
5-A	MAIN POWER SERVICE	1 L.S.	\$81,171.00	\$81,171.00	0	\$0.00	1	\$81,171.00
5-B	DOUBLE 30A RECEPTACLE BOX WITH WIRING	77 EA.	\$2,662.00	\$204,204.00	0	\$0.00	77	\$204,204.00
5-C	LIGHT ASSEMBLY	15 EA.	\$635.00	\$9,525.00	0	\$0.00	15	\$9,525.00
6-A	WATER DISTRIBUTION SYSTEM - PIER 2	1 L.S.	\$8,720.00	\$8,720.00	0	\$0.00	1	\$8,720.00
6-B	WATER DISTRIBUTION SYSTEM - PIER 3	1 L.S.	\$9,538.00	\$9,538.00	0	\$0.00	1	\$9,538.00
6-C	WATER DISTRIBUTION SYSTEM - PIER 4	1 L.S.	\$2,160.00	\$2,160.00	0	\$0.00	1	\$2,160.00
7-A	CHAIN LINK FENCE GATE - PIER 2	1 L.S.	\$1,100.00	\$1,100.00	0	\$0.00	1	\$1,100.00
7-B	CHAIN LINK FENCE GATE - PIER 3	1 L.S.	\$1,100.00	\$1,100.00	0	\$0.00	1	\$1,100.00
7-C	CHAIN LINK FENCE GATE - PIER 4	1 L.S.	\$1,100.00	\$1,100.00	0	\$0.00	1	\$1,100.00
CO2-1	DEMOLITION - PIER 4 DECKING	1 L.S.	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
CO2-2	DECKING, 6' WIDE (NOT INCLUDING STRINGERS)	300 L.F.	\$31.50	\$9,450.00	0	\$0.00	300	\$9,450.00
CO3-1	PIER 4 STRINGERS	1 LS	\$2,200.00	\$2,200.00	0	\$0.00	1	\$2,200.00
TOTALS:				\$810,015.00		\$24,112.00		\$834,127.00

# Minutes of January 15, 2008 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 7 (Final)

To: City of Long Beach (OWNER)  
 Contract for Repairs to Long Beach Smallcraft Harbor Phase 2 Dated: 5/2/2007  
Hurricane Katrina  
 OWNER'S Project No. --- ENGINEER'S Project No. 1775-II  
 For Work accomplished through the date of: 12/20/2007

CURRENT CONTRACT AMOUNT: \$810,015.00

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$834,127.00
Total	\$810,015.00				\$834,127.00
(Orig. Contract)	\$743,302.00				
C. O. No. 1	\$53,563.00				
C. O. No. 2	\$10,950.00				
C. O. No. 3	\$2,200.00				

Accompanying Documentation:	GROSS AMOUNT DUE.....	\$ <u>834,127.00</u>
_____	LESS 0% RETAINAGE.....	\$ <u>0.00</u>
_____	AMOUNT DUE TO DATE.....	\$ <u>834,127.00</u>
_____	LESS PREVIOUS PAYMENTS.....	\$ <u>792,420.65</u>
_____	AMOUNT DUE THIS APPLICATION.....	\$ <u>41,706.35</u>

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 6 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated 1-02- 20 08  
 \_\_\_\_\_  
 VICE CONSTRUCTION  
 CONTRACTOR  
 By: [Signature]

ENGINEER'S Recommendation:  
 This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.  
 Dated 12/20 20 07  
 A. GARNER RUSSELL & ASSOCIATES, INC.  
 ENGINEER  
 By: [Signature]

# Minutes of January 15, 2008 Mayor and Board of Aldermen

PROJECT NO. 1775 II  
Page 2 of 2

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ATTACHMENT TO PAY ESTIMATE NO.

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
1-A1	DEMOLITION - DECK & BROKEN PILES & SUBSTRUCTURE - PIER 2	1 L.S.	\$28,340.00	\$28,340.00	1	\$28,340.00	0	\$0.00	1	\$28,340.00
1-A2	DEMOLITION - DETERIORATED PILES & SUBSTRUCTURE - PIER 2	1 L.S.	\$25,070.00	\$25,070.00	1	\$25,070.00	0	\$0.00	1	\$25,070.00
1-B	DEMOLITION - PIER 3	1 L.S.	\$20,000.00	\$20,000.00	1	\$20,000.00	0	\$0.00	1	\$20,000.00
1-C	DEMOLITION - PIER 4	1 L.S.	\$8,000.00	\$8,000.00	1	\$8,000.00	0	\$0.00	1	\$8,000.00
2-A	10" x 30" PILE	13 EA.	\$763.00	\$9,919.00	25	\$19,075.00	0	\$0.00	25	\$19,075.00
2-B	12" x 35" PILE	83 EA.	\$872.00	\$72,376.00	82	\$71,504.00	0	\$0.00	82	\$71,504.00
3-A	WOOD TIMBER PIER SUBSTRUCTURE	7,384 B.F.	\$32.50	\$239,960.00	7,792	\$253,240.00	0	\$0.00	7,792	\$253,240.00
4-A	WOOD PIER DECKING, 6' WIDE DECK	382 L.F.	\$41.50	\$15,853.00	382	\$15,853.00	0	\$0.00	382	\$15,853.00
4-B	WOOD PIER DECKING, 10' WIDE DECK	554 L.F.	\$53.50	\$29,639.00	602	\$32,207.00	0	\$0.00	602	\$32,207.00
4-C	FINGER PIER	25 EA.	\$1,962.00	\$49,050.00	25	\$49,050.00	0	\$0.00	25	\$49,050.00
5-A	MAIN POWER SERVICE	1 L.S.	\$61,171.00	\$61,171.00	1	\$61,171.00	0	\$0.00	1	\$61,171.00
5-B	DOUBLE 30A RECEPTACLE BOX WITH WIRING	77 EA.	\$2,652.00	\$204,204.00	77	\$204,204.00	0	\$0.00	77	\$204,204.00
5-C	LIGHT ASSEMBLY	15 EA.	\$635.00	\$9,525.00	15	\$9,525.00	0	\$0.00	15	\$9,525.00
6-A	WATER DISTRIBUTION SYSTEM - PIER 2	1 L.S.	\$8,720.00	\$8,720.00	1	\$8,720.00	0	\$0.00	1	\$8,720.00
6-B	WATER DISTRIBUTION SYSTEM - PIER 3	1 L.S.	\$9,538.00	\$9,538.00	1	\$9,538.00	0	\$0.00	1	\$9,538.00
6-C	WATER DISTRIBUTION SYSTEM - PIER 4	1 L.S.	\$2,180.00	\$2,180.00	1	\$2,180.00	0	\$0.00	1	\$2,180.00
7-A	CHAIN LINK FENCE GATE - PIER 2	1 L.S.	\$1,100.00	\$1,100.00	1	\$1,100.00	0	\$0.00	1	\$1,100.00
7-B	CHAIN LINK FENCE GATE - PIER 3	1 L.S.	\$1,100.00	\$1,100.00	1	\$1,100.00	0	\$0.00	1	\$1,100.00
7-C	CHAIN LINK FENCE GATE - PIER 4	1 L.S.	\$1,100.00	\$1,100.00	1	\$1,100.00	0	\$0.00	1	\$1,100.00
CO2-1	DEMOLITION - PIER 4 DECKING	1 L.S.	\$1,500.00	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00
CO2-2	DECKING, 6' WIDE (NOT INCLUDING STRINGERS)	300 L.F.	\$31.50	\$9,450.00	300	\$9,450.00	0	\$0.00	300	\$9,450.00
CO3-1	PIER 4 STRINGERS	1 L.S.	\$2,200.00	\$2,200.00	1	\$2,200.00	0	\$0.00	1	\$2,200.00
TOTALS:				\$810,015.00		\$834,127.00		\$0.00		\$834,127.00

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

PROJECT: HURRICANE KATRINA REPAIRS - PHASE II, LONG BEACH SMALLCRAFT HARBOR  
(name, address) CITY OF LONG BEACH

TO (Owner)

CITY OF LONG BEACH  
P. O. BOX 929  
LONG BEACH, MS 39560

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: CONSTRUCTION

CONTRACT DATE:

CONTRACTOR: VICE CONSTRUCTION COMPANY, INC.  
9712 HIGHWAY 63  
MOSS POINT, MS 39562

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
ONE TOWER SQUARE, HARTFORD, CT 06183-6014

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

VICE CONSTRUCTION COMPANY, INC.  
9712 HIGHWAY 63, MOSS POINT, MS 39562

, CONTRACTOR,

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

CITY OF LONG BEACH  
P. O. BOX 929, LONG BEACH, MS 39560

, OWNER,

as set forth in the said Surety Company's bond. The Travelers hereby consents to final payment based upon the representation by  
the Owner that the Owner has properly and timely published a notice of completion of this project in accordance with Miss. Law.  
IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 11TH day of DECEMBER, 2007

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Surety Company

Signature of Authorized Representative

Troy P. Wagener, Attorney-In-Fact, MS Resident Agent  
Title

Attest:  
(Seal):



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

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

ONE PAGE

# Minutes of January 15, 2008 Mayor and Board of Aldermen

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219256

Certificate No. 002032580

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, Jim E. Brashier, Troy P. Wagener, Scott Naugle, Chris H. Boone, L. Wayne Tisdale, Richard Teb Jones, Mary Jones Norval, John R. Pittman, Sr., David Robin Fortenberry, Sharon Tuten, Norma J. McMahon, Jill G. Eure, Loren Richard Howell, Jr., Andrew Rice, and Kimberly Barhum

of the City of Biloxi, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of October, 2007.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 29th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

58440-5-07 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

# Minutes of January 15, 2008 Mayor and Board of Aldermen

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America; and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of December, 2007.



Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS  
AND WAIVER OF LIENS

=====

TO: (Owner)		ENGINEER'S PROJECT NO. 1775 II
<u>City of Long Beach</u>		<u>CONTRACT FOR: Entire Project</u>
<u>P. O. Box 929</u>		<u>CONTRACT DATE: 5/2/2007</u>
<u>Long Beach, MS 39560</u>		

PROJECT: Repairs to Long Beach Smallcraft Harbor Phase 2

=====

State of: Mississippi  
County of: Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory to Owner for each exception.)

None

=====

CONTRACTOR: Vice Construction  
9712 Highway 63  
Moss Point, MS 39562

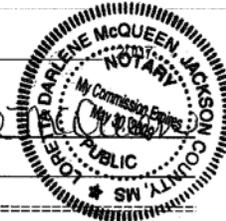
BY: 

Subscribed and sworn to before me this 11 day of December

Notary Public:

My Commission Expires:

Bretta Darlene McQueen  
may 30, 2009



ONE PAGE

Based upon the recommendation of Mr. Ball, Alderman McNary made motion seconded by Alderman Notter and unanimously carried to approve final Change Order Number 4, Application for Payment Number 7 (Final), Consent of Surety to Final Payment, Contractor's Affidavit of Payment of Debts and Claims, Vice Construction, Inc., Phase 2 Harbor Repairs Contract, as set forth above.

\*\*\*\*\*

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

Minutes of January 15, 2008  
Mayor and Board of Aldermen



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

520 33<sup>RD</sup> STREET, GULFPORT, MS 39507  
P.O. BOX 1677, GULFPORT, MS 39502

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



January 8, 2008

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

**RE: Final Acceptance – SCI, Inc.  
Site Preparation Contract  
Elevated Tank & Well – EDA Grant**

Gentlemen:

We have received the enclosed "Application and Certificate for Payment" requesting final payment for the Site Preparation work at the Elevated Tank & Well site. We have inspected the site and find that the Contractor completed the work in substantial conformance with the Contract Documents. We therefore now recommend final settlement with the Contractor in the amount of \$21,800.00, per City Purchase Order No. 222 FY2008.

Sincerely,

David Ball, P.E.

DB:1812  
Enclosure

# Minutes of January 15, 2008 Mayor and Board of Aldermen

## APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702/CMA

PAGE ONE OF 2 PAGES

TO OWNER: City of Long Beach  
c/o A. Garner Russell & Associates, Inc

PROJECT: Site Preparation for the Elevated Tank & Well

APPLICATION NO: 1 and FINAL Distribution to:  
 OWNER  
 CONSTRUCTION  
MANAGER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: 12/20/07

PROJECT NO: 07-048

CONTRACT DATE: 12/04/07

FROM CONTRACTOR: SCI, Inc.  
10200 Logan Cline Road  
Gulfport, Ms 39503

Project No. n/a  
P.O. No. 222

VIA RESIDENT ARCHITECT:  
VIA CITY ENGINEER:  
A. Garner Russell

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

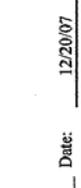
1. ORIGINAL CONTRACT SUM \$ 21,800.00  
 2. Net change by Change Orders \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 21,800.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 21,800.00

5. RETAINAGE:  
 a. 0 % of Completed Work \$ 0.00  
 (Column D + E on G703)  
 b. % of Stored Material \$ 0.00  
 (Column F on G703)  
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 21,800.00  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00  
 8. CURRENT PAYMENT DUE \$ 21,800.00  
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order		

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

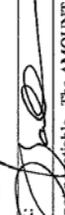
CONTRACTOR:  Date: 12/20/07

By: Tracy A. Welton County of: Harrison  
 State of: Mississippi  
 Subscribed and sworn to before me on this 20th day of December 2007  
 Notary Public: Tracy A. Welton  
 My Commission expires: 3/07/2010

### CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 21,800  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

RESIDENT ENGINEER:  Date: 1/8/08  
 CITY ENGINEER:  Date: 1/8/08

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

AIA DOCUMENT G702/CMA - APPLICATION AND CERTIFICATION FOR PAYMENT - CONSTRUCTION MANAGER-ADVISER EDITION - 1992 EDITION - AIA® - © 1992  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292  
 Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

Pay Application No. 1  
Date: December 20, 2006

**Site Preparation Elevation Tank Well  
EDA Investment No. 04-79-05870**

SCI, Inc.  
10200 Logan Cline Road  
Gulfport, MS 39503

Pay Item	Description	Quantity	Unit	Extension
Bid Item 1	Site Preparation Work	1	LS	\$21,300.00
Bid Item 2	Site Sign	1	LS	\$500.00
	Total			\$21,800.00

Upon discussion, Alderman McNary made motion seconded by Alderman Burton and unanimously carried to approve Final Acceptance and Settlement, SCI, Inc., Site Preparation Contract, Elevated Tank and Well – EDA Grant, as set forth above.

\*\*\*\*\*

There came on for consideration (2) Requests for Cash – CDBG and invoices Number 5113 in the amount of \$1,166.67 and invoice 5112 in the amount of \$4,141.56, Jimmy G. Gouras Urban Planning Consultants, Inc., as follows:

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

**MEMO**

TO: Becky Schruff, City Clerk ✓  
City of Long Beach

FROM: Adrienne Howell, Associate Consultant  
Jimmy Gouras Urban Planning 

DATE: January 8, 2008

SUBJECT: CDBG Request for Cash #4

Would you please have the attached two (2) Requests for Cash placed on the next agenda and have the appropriate city official sign where indicated, and return to me for further processing? Call me if you have any questions.

Thank you,

Adrienne Howell  
[adrienne\\_howell@bellsouth.net](mailto:adrienne_howell@bellsouth.net)

**Jimmy G. Gouras Urban Planning Consultants, Inc.**  
953-B Howard Avenue, Biloxi, MS 39530  
228-436-9425      228-436-9427 (Fax)

**Minutes of January 15, 2008  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** January 1, 2008  
**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 invoice for the above referenced project:

1. Jimmy G. Gouras Urban Planning Consultants Inc.  
Invoice Number 5112 in the amount of \$4,141.56  
For general administration

Also enclosed is "Request for Cash and Summary Support Sheet No. 4" 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. 4" 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:jiggouras@bellsouth.net

# Minutes of January 15, 2008 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 929 Street Address: City, State Zip: Long Beach, MS 39650 Telephone No.: 228-863-1555 Fax Number: 228-865-0822 Email Address: <a href="mailto:info@mississippidev.com">info@mississippidev.com</a>		Grant No.: R-103-228-01-CCR Contract No.: R-103-228-01-CCR Report No.: 4 Vendor No.: BDR Voucher Number: Approval for Payment:	
Electronic Transfer Bank Account: 043340090 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39660 Telephone No.: 228-868-4000		FOR WDA USE ONLY	
Section C: Request Per Activity		Section D: Bank Information From: December 1, 2007 To: December 31, 2007	
Activity Description	Budget Amount	Total Prior Request to Date	This Request
1 Administration	\$ 173,096.00	\$ 33,824.68	\$ 4,141.56
2 Application Preparation	\$ 19,000.00	\$ 10,000.00	\$ -
3 Architect/Engineering Expense	\$ 594,420.00	\$ -	\$ 564,420.00
4 Acquisition Expense	\$ 266,000.00	\$ -	\$ 266,000.00
5 Contingency Expense	\$ 436,400.00	\$ -	\$ 436,400.00
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		\$ 6,637,916.00	\$ 43,924.68
		\$ -	\$ 4,141.56
		\$ -	\$ 6,789,649.26

Signature of Authorized Official  William Skelton, Jr., Mayor Typed Name and Title of Authorized Official	Date Signed: 1/15/08 Prepared By: Cindy Pickering, CPA Date Prepared: 1/31/08 Preparer's Telephone No.: 228-374-0300
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

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.

# Minutes of January 15, 2008 Mayor and Board of Aldermen

**Mississippi Development Authority  
Cash Summary Support Sheet**

Applicant: City of Long Beach Request No: 4 Grant Number: R-103-06  
 Period Cost - Beginning: December 1, 2007 Ending Date: December 31, 2007 Contract Number: R-103-235-01-KCR

1. Activity: Administration		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Federal Share
A.	Administration	5112	\$4,141.56	\$4,141.56
B.				
C.				
D.				
<b>Subtotal:</b>			<b>\$4,141.56</b>	<b>\$4,141.56</b>

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

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



# Minutes of January 15, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Long Beach Contract Number: R-103-235-01-KCR  
 Request for Cash Number: 4 Total Amount Requested: \$ 4,141.56

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 173,096.00	\$ 33,924.68	\$ 4,141.56	\$ 135,029.76
Engineering				
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
Architect/Engineering Expense	\$ 594,420.00	\$ -	\$ -	\$ 594,420.00
Acquisition Expense	\$ 250,000.00			\$ 250,000.00
Contingency Expense	\$ 430,400.00			\$ 430,400.00
Drainage & Flood Protection	\$ 1,570,000.00			\$ 1,570,000.00
Street & Road Improvements	\$ 3,810,000.00			\$ 3,810,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Budget</b>	<b>\$ 6,837,916.00</b>	<b>\$ 43,924.68</b>	<b>\$ 4,141.56</b>	<b>\$ 6,789,849.76</b>

Total Funds Request to Date: \$ 48,066.24  
 Amount of Other Funds Expended to Date: \$ 6,789,849.76  
 CDBG Project Balance \$ 6,789,849.76  
 Period of Projected Cash Needs - Beginning: December 1, 2007 Thru December 31, 2007

**Minutes of January 15, 2008  
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*

*DECEMBER 31, 2007*

*INVOICE #5112*

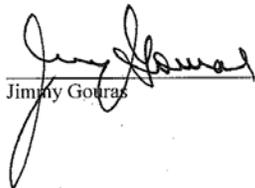
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Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KCR.

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 January 15, 2008  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** January 1, 2008  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
City of Long Beach  
**RE:** 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 5113 in the amount of \$1,166.67  
For general administration

Also enclosed is "Request for Cash and Summary Support Sheet No. 4" 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. 4" 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:jiggouras@bellsouth.net

# Minutes of January 15, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information	
<b>Applicant Name:</b> City of Long Beach <b>Mailing Address:</b> Post Office Box 929 <b>Street Address:</b> <b>City, State Zip:</b> Long Beach, MS 39560 <b>Telephone No.:</b> 228-863-1566 <b>Fax Number:</b> 228-865-0822 <b>Email Address:</b> sfpd@cityoflongbeach.ms.gov		<b>Grant No.:</b> R-103-06 <b>Contract No.:</b> R-103-03-01-4P <b>Request No.:</b> 4	<b>FOR MDA USE ONLY</b>  <b>Vendor No.:</b> <b>IDB Voucher Number:</b>
<b>Electronic Transfer:</b> 065503681 <b>Bank Account:</b> 043306089 <b>Bank Name:</b> Hancock Bank <b>Address:</b> 101 Jeff Davis Avenue <b>City, State Zip:</b> Long Beach, MS 39560 <b>Telephone No.:</b> 228-868-4000		<b>Services Rendered:</b> <b>From:</b> December 1, 2007 <b>Thru:</b> December 31, 2007	
<b>Section C: Request Per Activity</b>			
	<b>Activity Description</b>	<b>Budget Amount</b>	<b>Total Prior Request to Date</b>
1	Administration	\$ 17,500.00	\$ 6,000.01 \$ 1,166.67 \$ 10,333.32
2	Application Preparation	\$ 2,500.00	\$ 2,500.00 \$ - \$ -
3	Planning	\$ 450,000.00	\$ 450,000.00
4			
5			
6			
<b>Total:</b>		\$ 470,000.00	\$ 8,500.01 \$ 1,166.67 \$ 460,333.32
<b>Approval for Payment</b>			
		Signature _____	Date _____
		Activity Numbers _____	_____

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 Stetler, Jr., Mayor  
 Typed Name and Title of Authorized Official

Date Signed: 1/15/08  
 Date Prepared: 12/31/2007  
 Prepared By: Christy Pickering, CPA  
 Preparer's Telephone No.: 228-374-0300

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## Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach Request No: 4 Grant Number: R-103-06  
 Period Cost - Beginning: December 1, 2007 Ending Date: December 31, 2007 Contract Number: R-103-235-01-KP

1. Activity: Administration		(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount
A.	Administration	Jimmy Gouras	5113
B.			
C.			
D.			
<b>Subtotal:</b>			<b>\$1,166.67</b>
			<b>\$1,166.67</b>
Federal Share			\$1,166.67

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

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

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**Cash Summary Support Sheet** Page 2 of 2

Applicant City of Long Beach Request No: 4 Grant Number: R-103-06  
 Contract Number: R-103-235-01-KP

4. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
				(a)	(b)	
A.						
B.						
C.						
D.						
<b>Subtotal:</b>						
5. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
				(a)	(b)	
A.						
B.						
C.						
D.						
<b>Subtotal:</b>						
6. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
				(a)	(b)	
A.						
B.						
C.						
D.						
<b>Subtotal:</b>						
<b>Cumulative Match Expended To Date:</b>				<b>\$9,666.68</b>		
<b>Cumulative Federal Expended To Date:</b>				<b>\$1,166.67</b>	<b>-</b>	<b>\$ 1,166.67</b>

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.

I hereby certify that 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 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.

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



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*STATEMENT FOR SERVICES RENDERED*

*CITY OF LONG BEACH*

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

*DECEMBER 31, 2007*

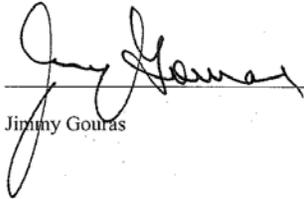
*INVOICE #5113*

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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.

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

Upon discussion, Alderman Notter made motion seconded by Alderman Burton and unanimously carried approving the Request for Cash #4 authorizing the Mayor to execute same, and authorizing payment of invoice #5112 in the amount of \$4,141.56 and invoice #5113 in the amount of \$1,166.67 to Jimmy G. Gouras Urban Planning Consultants, Inc., all as set forth above.

\*\*\*\*\*

Alderman McNary made motion seconded by Alderman Lishen and unanimously carried to approve the Agreement by and between the City of Long Beach and Jimmy G. Gouras, Urban Planning Consultants, Inc., New Municipal Complex, authorizing the Mayor and City Clerk to execute same, as follows:

# Minutes of January 15, 2008

## Mayor and Board of Aldermen

### AGREEMENT

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of JAN 2008, by and between the City of Long Beach, Mississippi (hereinafter referred to as "Grantee"), and Jimmy G. Gouras, Urban Planning Consultants, 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 Community Revitalization Grant funds from the Mississippi Development Authority for Project # R-109-055-02-KCR, which includes the construction of a new Municipal Complex; and

WHEREAS, the Grantee has requested proposals for professional CDBG administrative and management consultants to assist the Grantee in the administration and management of the CDBG Community Revitalization project; and

WHEREAS, the firm of Jimmy G. Gouras Urban Planning Consultants, Inc. was selected by the Grantee to provide CDBG administrative and management services.

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 Community Revitalization Grant, which will be financed by grant funds under an Community Revitalization Grant from the Mississippi Development Authority (MDA).
2. Intent of Agreement. It is the intent of this agreement that the Grantee will employ the Contracted Party for "Pre-Development" services and that this contract shall be amended to provide for the provision of the full spectrum of administrative services in connection with the construction and completion of the project. Accordingly, it is the intent of both parties that upon receipt of the necessary environmental clearance from the Mississippi Development Authority, this contract shall be amended as described hereinabove.
3. Scope of Services. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
4. 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.
5. 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. 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.
6. 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.
7. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of \$31,500.00. The Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".

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8. 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".

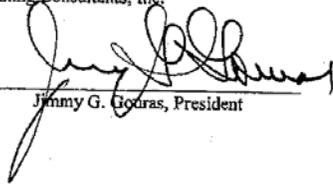
9. Certifications and Assurances – U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to comply with all certifications and assurances required by HUD and the Mississippi Development Authority as set out in "Exhibit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

10. 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.

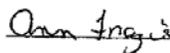
11. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability 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.

IN WITNESS WHEREOF, the City of Long Beach, Mississippi and the Contracted Party have executed this Agreement this the 5<sup>th</sup> day of Jan 2008.

Jimmy G. Gouras Urban  
Planning Consultants, Inc.

By:   
Jimmy G. Gouras, President

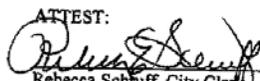
ATTEST:

  
Ann Ingram

City of Long Beach

By:   
William Skellie, Jr., Mayor

ATTEST:

  
Rebecca Schuff, City Clerk

# Minutes of January 15, 2008

## Mayor and Board of Aldermen

### EXHIBIT "A" SCOPE OF SERVICES

The Contracted Party shall do, perform, and carry out in a satisfactory and proper manner such work as the Grantee determines is necessary to accomplish the "Pre-Development" activities funded by the Katrina Supplemental Community Development Block Grant Program and specifically, the Community Revitalization Grant Program. Specific job tasks that the Contracted Party shall assist the Grantee in performing include, but are not necessarily limited to, the following:

A. Application Preparation

B. General "Pre-Development" Services

1. Completion of Environmental Review Procedure
2. For services from Notification of Grant Award to Release of Funds from the Mississippi Development Authority including, but not limited to: draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of Local Government'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 the Local Government in procuring professional services as needed; establish a filing system; document eligibility of each CDBG activity; designate and document slum and blighted areas; preparation of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the Local Government's project.

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Mayor and Board of Aldermen**

**EXHIBIT "B"**

**COMPENSATION DUE TO CONSULTANT  
and  
METHOD OF PAYMENT**

The Grantee agrees to pay the Contracted Party in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to "Pre-Development" administration of the Katrina Supplement Community Development Block Grant Community Revitalization Project.

<b>Phase I</b>		
1.	Application Preparation	\$ 10,000
<b>Phase II</b>		
1.	Completion of Environmental Review Procedure	6,500
2.	For services from Notification of Grant Award to Release of Funds from the Mississippi Development Authority including, but not limited to: draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of Local Government'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 the Local Government in procuring professional services as needed; establish a filing system; document eligibility of each CDBG activity; designate and document slum and blighted areas; preparation of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the Local Government's project.	15,000
		<hr/>
<b>Total Compensation</b>		<b>\$ 31,500</b>

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Mayor and Board of Aldermen**

**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-

# Minutes of January 15, 2008

## Mayor and Board of Aldermen

pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

#### 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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## Mayor and Board of Aldermen

### 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.

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## Mayor and Board of Aldermen

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 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.

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**30. Program Monitoring**

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

**31. Discrimination Due to Beliefs**

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

**32. Confidential Findings**

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

**33. Third-Party Contracts**

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

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

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

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**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:

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- (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
- (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.

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### **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.

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### 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

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- 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.

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Alderman McNary made motion seconded by Alderman Lishen and unanimously carried to approve the Agreement by and between the City of Long Beach and Jimmy G. Gouras, Urban Planning Consultants, Inc., New Fire Station, authorizing the Mayor and City Clerk to execute same, as follows:

**AGREEMENT**

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of Jan 2008, by and between the City of Long Beach, Mississippi (hereinafter referred to as "Grantee"), and Jimmy G. Gouras, Urban Planning Consultants, 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 Community Revitalization Grant funds from the Mississippi Development Authority for Project # R-109-235-04-KCR, which includes the construction of a new Fire Station; and

WHEREAS, the Grantee has requested proposals for professional CDBG administrative and management consultants to assist the Grantee in the administration and management of the CDBG Community Revitalization project; and

WHEREAS, the firm of Jimmy G. Gouras Urban Planning Consultants, Inc. was selected by the Grantee to provide CDBG administrative and management services.

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 Community Revitalization Grant, which will be financed by grant funds under an Community Revitalization Grant from the Mississippi Development Authority (MDA).
2. **Intent of Agreement.** It is the intent of this agreement that the Grantee will employ the Contracted Party for "Pre-Development" services and that this contract shall be amended to provide for the provision of the full spectrum of administrative services in connection with the construction and completion of the project. Accordingly, it is the intent of both parties that upon receipt of the necessary environmental clearance from the Mississippi Development Authority, this contract shall be amended as described hereinabove.
3. **Scope of Services.** The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
4. **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.
5. **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. 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.
6. **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.
7. **Compensation Due to Contracted Party.** The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of \$31,500.00. The Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".

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8. 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".

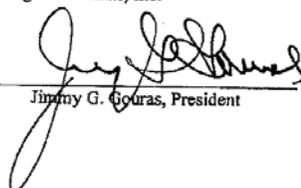
9. Certifications and Assurances – U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to comply with all certifications and assurances required by HUD and the Mississippi Development Authority as set out in "Exhibit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

10. 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.

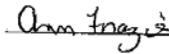
11. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability 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.

IN WITNESS WHEREOF, the City of Long Beach, Mississippi and the Contracted Party have executed this Agreement this the 15<sup>th</sup> day of Jan 2008.

Jimmy G. Gouras Urban  
Planning Consultants, Inc.

By:   
Jimmy G. Gouras, President

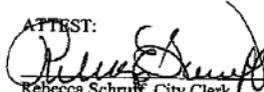
ATTEST:

  
\_\_\_\_\_

City of Long Beach

By:   
William Skellie, Jr., Mayor

ATTEST:

  
Rebecca Schruft, City Clerk

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### EXHIBIT "A" SCOPE OF SERVICES

The Contracted Party shall do, perform, and carry out in a satisfactory and proper manner such work as the Grantee determines is necessary to accomplish the "Pre-Development" activities funded by the Katrina Supplemental Community Development Block Grant Program and specifically, the Community Revitalization Grant Program. Specific job tasks that the Contracted Party shall assist the Grantee in performing include, but are not necessarily limited to, the following:

- A. Application Preparation
- B. General "Pre-Development" Services
  - 1. Completion of Environmental Review Procedure
  - 2. For services from Notification of Grant Award to Release of Funds from the Mississippi Development Authority including, but not limited to: draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of Local Government'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 the Local Government in procuring professional services as needed; establish a filing system; document eligibility of each CDBG activity; designate and document slum and blighted areas; preparation of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the Local Government's project.

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**EXHIBIT "B"**

**COMPENSATION DUE TO CONSULTANT  
and  
METHOD OF PAYMENT**

The Grantee agrees to pay the Contracted Party in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to "Pre-Development" administration of the Katrina Supplement Community Development Block Grant Community Revitalization Project.

<b>Phase I</b>		
1.	Application Preparation	\$ 10,000
<b>Phase II</b>		
1.	Completion of Environmental Review Procedure	6,500
2.	For services from Notification of Grant Award to Release of Funds from the Mississippi Development Authority including, but not limited to: draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of Local Government'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 the Local Government in procuring professional services as needed; establish a filing system; document eligibility of each CDBG activity; designate and document slum and blighted areas; preparation of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the Local Government's project.	15,000
<b>Total Compensation</b>		<hr/> \$ 31,500

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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-

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pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

#### 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.

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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 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.

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**30. Program Monitoring**

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

**31. Discrimination Due to Beliefs**

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

**32. Confidential Findings**

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

**33. Third-Party Contracts**

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

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

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

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**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:

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- (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
- (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.

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### 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.

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### 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

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- 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 is 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 midified 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.

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The Mayor and Board of Aldermen took up the matter of an application for Community Development Block Grant (CDBG) Funds, and for related matters. After a discussion of the subject, action was taken as follows:

**RESOLUTION  
AUTHORIZING PREPARATION AND SUBMITTAL  
OF AN APPLICATION FOR FUNDS FROM THE  
MISSISSIPPI DEVELOPMENT AUTHORITY**

**WHEREAS**, the Mississippi Development Authority, Division of Community Development has Community Development Block Grant (CDBG) funds available from its 2008 Program; and

**WHEREAS**, regulations governing the CDBG program allow the utilization of said funds for public facilities improvements including but not limited to infrastructure such as water or wastewater improvements, drainage improvements, public buildings, road/street improvements, bridge or other similar public infrastructure improvements; and

**WHEREAS**, the Mayor and Board of Aldermen of the City of Long Beach desire to request CDBG funds from the Mississippi Development Authority in order to improve the quality of life of the citizens; and

**WHEREAS**, the Mayor and Board of Aldermen of the City of Long Beach deem it to be in the best interests of the citizens of the City to upgrade public facilities by seeking CDBG funds to serve its citizenry.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen that:

1. William Skellie, Mayor in and of the City of Long Beach, is hereby authorized and directed to submit an application for CDBG Funds, and along with said application, all understandings and assurances contained therein and to provide such additional information as may be required; and
2. William Skellie, Mayor in and of the City of Long Beach, is hereby authorized to publish the necessary notices for Request for Proposals for Administrative Services, Engineering and Legal Services, all public hearing notices, and any environmental notices, such as "Request for Release of Funds/Finding of No Significant Impact and Floodplain Notices as applicable in accordance with the guidelines governing the CDBG application process; and
3. William Skellie, Mayor in and of the City of Long Beach, is hereby authorized to execute any and all documents necessary and pertinent to the application; and

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4. William Skellie, Mayor in and of the City of Long Beach, is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should the project be approved.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman McNary, seconded by Alderman Lishen, and was adopted by the following vote, to wit:

**YEAS:**

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

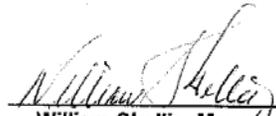
**NAYS:**

The Mayor thereby declared the motion carried and the Resolution adopted on this the 15<sup>th</sup> day of January, 2008.

**ATTEST:**

**ADOPTED:**

  
\_\_\_\_\_  
Rebecca Schruoff, City Clerk

  
\_\_\_\_\_  
William Skellie, Mayor

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\*\*\*\*\*

There came on for consideration the criteria that must be met prior to the placement of a Katrina/MEMA Cottage in the city limits of Long Beach.

After considerable discussion, Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to adopt the following criteria, authorizing the building permit office to implement same, as follows:

1. A residential building plan shall be filed and approved by the Building Official and building permit issued;
2. A site plan for placement of the Katrina/MEMA cottage shall be filed and approved by the Building Official.

\*\*\*\*\*

The February 1, 2008, deadline for removal of FEMA trailers was taken under advisement for further consideration at the next regular meeting, February 5, 2008.

\*\*\*\*\*

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

Letter declining employment with the City of Long Beach, Jeaneen Knight;  
Step Increase, 1<sup>st</sup> Class Patrolman Patrick Craig, PS-10-I, effective February 1, 2008.

\*\*\*\*\*

Based upon the recommendation of Senior Citizens Director Brenda Trehern, Alderman Burton made motion seconded by Alderman McNary and unanimously carried to accept the resignation of Bus Driver Calvin Stewart effective January 15, 2008, and approving the hire of Bus Driver Douglas R. Walker effective January 16, 2008.

\*\*\*\*\*

The Mayor recognized Library Director Jeannie Ripoll who reported that, due to a mix-up in her department with overlapping grant funds, the Staying Connected – Amended Broadband Subgrant expired June 20, 2007, and the City would have to refund \$3,762.75. Upon further discussion, it was determined that with the overlapping grant funds, the Library did not experience a loss in funding, whereupon, Alderman Burton made motion seconded by Alderman McNary and unanimously carried authorizing the aforementioned refund to the Mississippi Library Commission.

\*\*\*\*\*

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On-line and debit/credit water payments were tabled until further notice.

\*\*\*\*\*

There came on for discussion and consideration a ban on public smoking in the City of Long Beach and the Mayor recognized Earline Cuave, American Cancer Society. Upon discussion it was determined that the state legislature is addressing this matter on a statewide basis and no further action was required or taken at this time.

\*\*\*\*\*

Alderman Lishen made motion seconded by Alderman Notter and unanimously carried to schedule a work session with Ayers Saint Gross, Tuesday, January 22, 2008, at 4:00 p.m., Long Beach School District Central Office, 19148 Commission Road, to discuss the comprehensive zoning plan.

\*\*\*\*\*

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

\*\*\*\*\*

APPROVED:

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

\_\_\_\_\_  
Alderman Charles A. Boggs, Ward 1

\_\_\_\_\_  
Alderman Richard Notter, Ward 2

\_\_\_\_\_  
Alderman Richard Burton, Ward 3

\_\_\_\_\_  
Alderman Joseph McNary, Ward 4

\_\_\_\_\_  
Alderman Mark Lishen, Ward 5

\_\_\_\_\_  
Alderman Richard Bennett, Ward 6

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Rebecca E. Schruff, City Clerk