

**Minutes of March 4, 2008**  
**Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m. it being the first Tuesday in March, 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 Allen D. Holder, Jr., Charles Boggs, Richard Notter – via telephone, Richard Burton, Joseph McNary, Mark Lishen, City Clerk Rebecca E. Schruoff and City Attorney Frank R. McCreary, III.

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

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Alderman Notter was preliminarily absent the meeting.

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The Mayor recognized representatives of the VFW Eddie Blake Memorial Post #3937, who awarded Employees of the month, January and February, 2008, as follows:

Fire Department

Lt. Lance Bond

Firefighter Brandon Bates

Police Department

Patrol Officer Mike Plavidal

Detective Sergeant Brian Beeman

Public Works – Utility Partners, LLC

Randy Ladner

Kelvin Ladner

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

Move

Item XII.1. NEW BUSINESS – Proposal for Charity/Community Fundraiser; 5K Walk/Run (3.1) Miles

to

Item X.1.a. DEPARTMENTAL BUSINESS – MAYOR’S OFFICE

Add

Item X.1.b. DEPARTMENTAL BUSINESS – MAYOR’S OFFICE – Engineering Services Contract, Repairs and Resurfacing of Federal Aid Routes;

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Item XI.2. UNFINISHED BUSINESS – LB-USM Neighborhood Sidewalk Proposal

Item XII.3. NEW BUSINESS – Loud Music; Alderman McNary.

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There were no public comments.

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Alderman Richard Notter arrived via telephone.

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City Engineer David Ball reported that the Notice to Proceed was delivered to O'Brian Construction on the "Removal of Temporary Sewer System" Contract.

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There came on for consideration the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated February 19, 2008, and it was noted for the record that appeals were filed by Peggy Joyce Blakeney and by Janette and Anthanasios Karatzelidis.

Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve the aforesaid minutes, as submitted.

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Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve the February 28, 2008, Planning Commission minutes, as submitted.

\* \* \* \* \*

Alderman Holder made motion seconded by Alderman Lishen and unanimously carried authorizing Attorney James C. Simpson, Jr., representing the City in the matter of Peggy Joyce Blakeney versus Conchetta Favre/Jerry's Lawnmower and the City of Long Beach, to prepare an ordinance correcting the zoning of the Favre property as approved at the public hearing duly held and convened on February 19, 2008.

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Alderman Burton made motion seconded by Alderman McNary and unanimously carried to approve the February 21, 2008, Port Commission minutes, as submitted.

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Alderman McNary made motion seconded by Alderman Holder and unanimously carried to approve payment of invoices as listed in Docket of Claims number 030408.

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The Mayor recognized Cindy Williams, Long Beach School District, and several members of the Long Beach High School Beta Club to present plans for a 5K Run/Walk fundraiser event, as follows:

**EVENT PROPOSAL**  
**Presented to the Long Beach City Council**  
**March 4, 2008**

Celebrate Long Beach!  
Fundraiser Event - 5K Run/Walk  
Saturday, April 26, 2008  
7:30 a.m.

Sponsored by the Long Beach Middle School Beta Club

*Proceeds will go towards the purchase of new Christmas decorations  
for Jeff Davis Avenue and items for the new  
Recreation Center/Senior Citizen Building*

- \*Beta Club Members would pre-register community members or any interested party in advance; late registration would take place the morning of the 26<sup>th</sup> at 6:30 a.m.
- \*Beta Club Members would acquire additional sponsors to provide water, prizes, t-shirts etc.
- \*Walk/Run would take approximately an hour and a half to complete; roads could begin opening in areas where runners/walkers have already completed.
- \*Parking would be available at the Lance Lumpkin Stadium and at the Middle School
- \*Restrooms would be available at the Stadium
- \*Event would not be timed, although a time limit would be set and posted of when roads would be reopened.
- \*Clean up would be taken care of by Beta Club Members (not expected to have much to clean up; cups from water)
- \*Fee: \$15.00 - \$20.00 per runner/walker
- \*Release form to be signed by all walker/runners (to be approved by School Attorney)
- \*Participants would be given a sticker to signify they were officially registered.
  
- \*\*\*\* See attached map for route (previously discussed with Chief McDowell)

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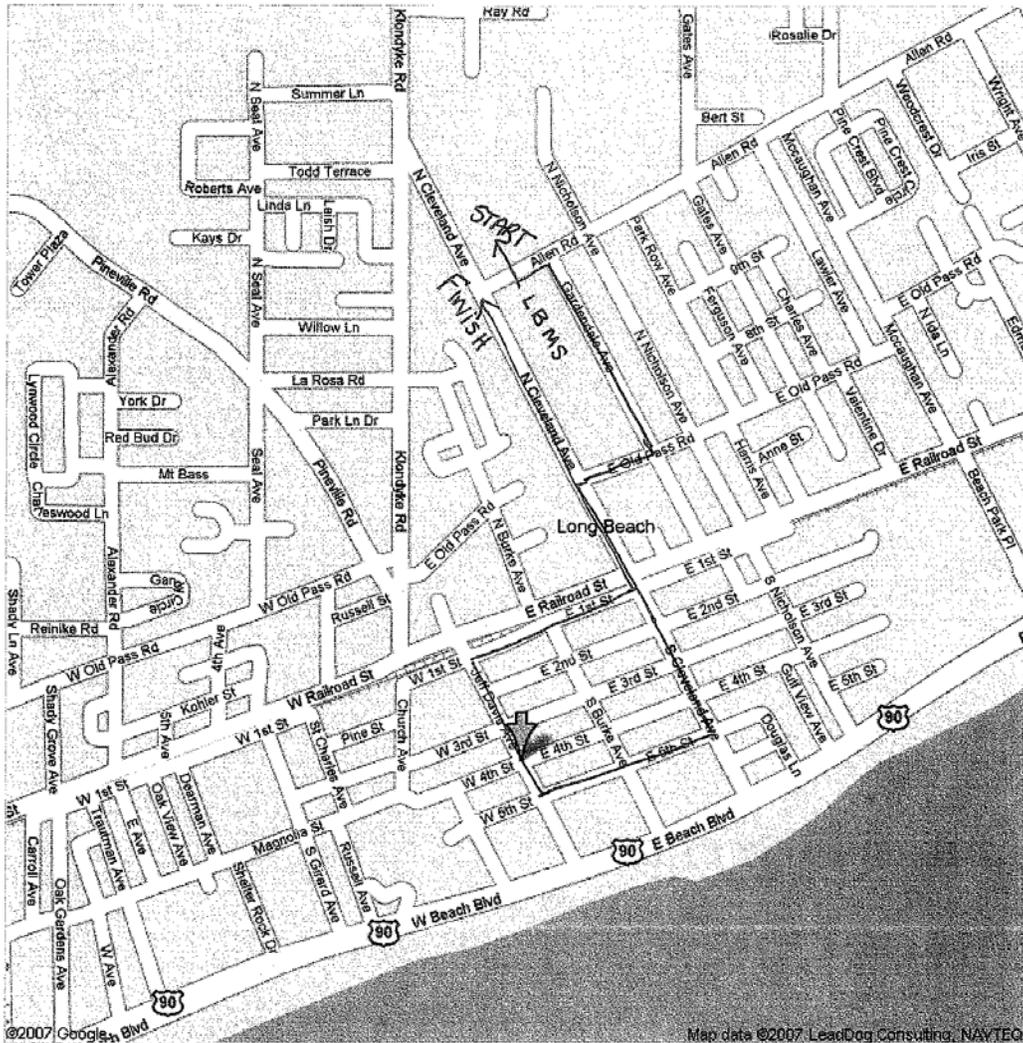
Jeff Davis Avenue, Long Beach, MS - Google Maps

<http://maps.google.com/maps?f=q&hl=en&geocode=&q=Jeff+Davi...>



Address **Jeff Davis Ave  
Long Beach, MS**

Get Google Maps on your phone  
Text the word "GMAPS" to 466453



\* Route would begin at "Bearcat Square" (Allen Road) to Gardendale to E. Old Pass Road to S. Cleveland Ave to 5th St. to Jeff Davis to E 1st St. to N. Cleveland Ave.

Upon discussion, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve the fundraiser event and route as presented.

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Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve the contract by and between A. Garner Russell and Associates, Inc. and the City of Long Beach, Repairs and Resurfacing of Federal Aid Routes, authorizing the Mayor and City Clerk to execute same, as follows:

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ESC  
Rev. 08/28/94 (Base)  
Rev. 01/14/08 (This form)

### PRELIMINARY ENGINEERING SERVICES CONTRACT

**Long Beach - Repairs and Resurfacing of Federal Aid Routes**  
Project No. ER-0295-00 (011) 105156-701000  
Harrison County

THIS CONTRACT, is made and entered into by and between the City of Long Beach, a body Corporate of the State of Mississippi (the "LPA"), and, A. Garner Russell & Associates, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 1677, Gulfport, MS 39507 effective as of the date of latest execution below.

#### **WITNESSETH:**

WHEREAS, the LPA proposes to perform a maintenance overlay and minor repairs of Klondyke Rd., Beatline Rd., Pineville Rd., Cleveland Ave., East Old Pass Road., Commission Rd., Railroad St. and Daugherty Road. as provided for in Project No. ER-0295-00 (011) 105156-701000, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

#### ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation study. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

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THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

### ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

### ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **June 30, 2009, 12 midnight, CDT**, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

### ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

### ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents shown below.

### ARTICLE VI. COMPENSATION, BILLING & AUDIT

#### A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT.

#### B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

#### C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

### ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

### ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

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### ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the LPA's option, to participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the LPA's notice of claim for indemnification to CONSULTANT. The CONSULTANT's evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT's duty to defend.

In conjunction herewith, the LPA agrees to notify CONSULTANT as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

### ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this

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CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

### ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

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### ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

### ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

### ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

### ARTICLE XV. OWNERSHIP OF DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA. The LPA shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

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### ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the LPA, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the LPA, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, or the State of Mississippi.*

### ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the LPA. Publication rights to any documents produced are reserved by the LPA.

### ARTICLE XVIII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Harrison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Harrison County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the COMMISSION be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

### ARTICLE XIX. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- C. It is agreed that the CONSULTANT will comply with the provisions set forth in 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- D. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

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- E. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

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### ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

For Contractual Matters:

For Technical Matters:

**LPA:**

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

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

Telephone: (228) 863-1556  
Facsimile: (228) 865-0822

Telephone: (228) 863-1556  
Facsimile: (228) 865-0822

**CONSULTANT:**

M. Scott Burge, P.E.  
A. Garner Russell & Associates, Inc.  
P.O. Box 1677  
Gulfport, MS 39502

David Ball, P.E.  
A. Garner Russell & Associates, Inc.  
P.O. Box 1677  
Gulfport, MS 39502

Telephone: (228) 863-0667  
Facsimile: (228) 863-5232

Telephone: (228) 863-0667  
Facsimile: (228) 863-5232

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

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### ARTICLE XXI. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or any subcontractor(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or knowledge obtained during the CONSULTANT'S execution of the CONTRACT.

### ARTICLE XXII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this Contract, the LPA shall have the right, upon written notice to the Contractor/Consultant, to immediately terminate or stop work on this Contract without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### ARTICLE XXIII. STOP WORK ORDER

- A. Order to Stop Work. LPA, may, by written order to the Contractor/Consultant at any time, and without notice to any surety, require the Contractor/Consultant to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding twelve (12) months after the order is delivered to the Contractor/Consultant, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor/Consultant shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
  - (2) terminate the work covered by such order according to and as provided in the Contract.
- A. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor/Consultant shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for, or in the Contractor's/Consultant's cost properly allocable to, the performance of any part of this Contract and the Contractor/Consultant asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract as provided by the terms of this Contract.
- B. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated, the Contractor/Consultant may be paid for services rendered prior to the Termination. The LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of the Contract, based on actual time and expenses incurred by

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Contractor/Consultant in the packaging and shipment of all documents covered by this Contract to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

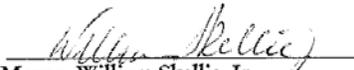
**Minutes of March 4, 2008  
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ARTICLE XXIV. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 10<sup>th</sup> day of May, 2008.

LPA

  
\_\_\_\_\_  
Mayor, William Skellie, Jr.

ATTEST:



WITNESS this my signature in execution hereof, this the 10<sup>th</sup> day of MARCH, 2008.

CONSULTANT

BY: 

ATTEST: Deborah J. Hataway, Notary Public  
My Commission Expires 1/9/2011

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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## LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work.
3. Fees and Expenses.
4. Sample Invoice
5. Notice to Contractors
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA

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**EXHIBIT 1**

{}{}{}{Attach a copy of authority to execute contracts on behalf of the LPA}{}{}{}

{}{}{}{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}{}{}{}

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

SPECIAL MEETING OF THE BOARD OF DIRECTORS

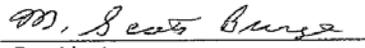
OF A. GARNER RUSSELL & ASSOCIATES, INC.

BE IT REMEMBERED that a Meeting of the Directors of A. Garner Russell & Associates, Inc., was held at the offices of the Corporation at 520 33<sup>rd</sup> Street in Gulfport, Mississippi, at 11:30 o'clock on the 24th day of January 24, 2008, at which time there was present M. Scott Burge, President, Douglas K. Rackley, Vice-President and F. Joe Overstreet, Secretary/Treasurer, constituting all of the directors of the Corporation.

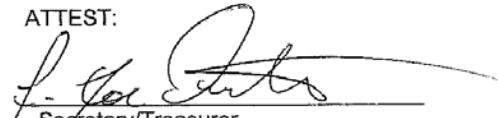
Douglas Rackley made the motion, which was duly seconded by Joe Overstreet, for Douglas K. Rackley, Vice-President, to execute contracts with the Mississippi Department of Transportation.

There being no further business to come before the meeting, the same was adjourned.

Respectfully submitted,

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary/Treasurer

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## Mayor and Board of Aldermen

### EXHIBIT 2

#### Scope of Work

Project No. ER-0295-00 (011) 105156-701000  
PRELIMINARY AND CONSTRUCTION ENGINEERING  
CITY OF LONG BEACH  
STATE OF MISSISSIPPI

#### GENERAL DESCRIPTION

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of a maintenance overlay and minor repairs of Klondyke Rd., Beatline Rd., Pineville Rd., Cleveland Ave., East Old Pass Rd., Commission Rd., Railroad St. and Daugherty Rd. along a selected route; to provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions and to provide complete construction engineering services.

Construction of the project will be as follows: Asphalt milling, hot bituminous overlay, hot bituminous leveling, base repair, pavement markings and roadway shoulder repair with erosion control.

#### THE GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT INCLUDE:

1. Evaluation of route locations for design consideration, utility conflicts and an environmental assessment document for the project.
2. Development of complete Preliminary and Final construction plans and bid documents.
3. Development of a final OPINION OF PROBABLE COST.
4. Assist Long Beach, Mississippi in advertising for and obtaining bids for construction.
5. Provide complete construction phase engineering services.

#### SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Evaluate route locations for environmental and design consideration.
2. The Consultant will be required to submit up to four (4) copies of the environmental assessment document covering the entire project.
3. Review the chosen route location for utility conflicts. Prepare utility adjustment agreements with utility companies.
4. Complete field surveys. (See Appendix C)
5. Hydraulic analysis at all drainage structures.

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6. Identify the need for regulatory permits and provide appropriate agencies the opportunity for comment regarding impacts.
7. Development of preliminary ROW plans (field inspection) and final ROW plans sufficient in detail for the LPA to acquire the required ROW for the project. Project is in existing right-of-way.
8. Development of preliminary construction plans with final ROW limits.
9. Development of complete construction plans and bid documents and special provisions including electronic files.

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### SCOPE OF WORK

The Scope of Work shall be divided into three phases:

#### PHASE A: DESIGN ENGINEERING

Part 1	Pre-Design Conference
Part 2	Evaluation of Route Locations and an Environmental Impact Assessment
Part 3	Field Surveys (Design)
Part 4	Utility Location Surveys
Part 5	Plans-in-Hand Field Inspection
Part 6	Geotechnical Investigation for Bridges and Roadway Centerline Profile
Part 7	Preliminary Plans with ROW
Part 8	Submittal of All Required Regulatory Permit Applications
Part 9	Office Review Plans
Part 10	Final Contract Plans and Documents

#### PHASE B: RIGHTS-OF-WAY

Part 1	Acquisition of Parcels by LPA with Engineer's Support PROJECT IS IN EXISTING RIGHT-OF-WAY
--------	--

#### PHASE C: CONSTRUCTION ENGINEERING

Part 1	Construction Administration
Part 2	Construction Staking
Part 3	Construction Inspection and Observation
Part 4	Documentation

Specific work for each phase is presented on Pages four (4) through twelve (12). References in the document to LPA shall mean the City of Long Beach. FHWA shall mean the Mississippi Division of the Federal Highway Administration. MDOT shall mean the Mississippi Department of Transportation.

#### SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

##### Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss MDOT and FHWA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After the pre-design conference the LPA shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

##### Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.

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- b. The CONSULTANT shall assist the LPA of Long Beach, Mississippi in any public hearings.
- c. The CONSULTANT, after approval of the location/design committee report, will prepare final environmental impact assessments based on results of any studies including those done by others.

Part 3 FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the PROJECT utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the LPA and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4 UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities, coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements.

Part 5 CONCEPTUAL PLAN REVIEW

Conceptual Plans are not required for this Project.

Part 6 PRELIMINARY DESIGN PLANS & PLANS-IN-HAND INSPECTION (PS&E)

The CONSULTANT shall prepare preliminary design plans in accordance with MDOT's format. The design standards, the format of the plans, and any hydraulic design shall conform to the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of blue line prints of plans for review by the LPA. LPA shall mark on these plans all revisions or changes required and return same to the CONSULTANT at the PS&E Inspection. Any changes or revisions required as a result the above reviews shall be considered as part of the covered work.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- |     |  |           |
|-----|--|-----------|
| (1) | Plan sheets with geometrics              | 1" = 100' |
| (2) | Form grades at channelized intersections | 1" = 20'  |
| (3) | Intersection detail sheets               | 1" = 20'  |
| (4) | Other sheets at appropriate scale.       |           |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

MDOT's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans

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submitted by the CONSULTANT shall conform to roadway standards adopted by MDOT. The MDOT Engineer may reject any plans not conforming to these standards.

Part 7 PRELIMINARY PLANS WITH RIGHT-OF-WAY

It is not anticipated that any additional preliminary plan submittals will be required other than the preliminary design plans as described in Part SIX (6) above. If, for some reason, MDOT requires additional submittals, then the CONSULTANT will be advised. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8 SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work.

Part 9 OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by MDOT, the CONSULTANT shall furnish one (1) set of blue line prints for office review by MDOT ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PS&E Plans with the office submittal. MDOT shall mark on the OFFICE REVIEW PLANS all revisions or changes required and return same to the CONSULTANT for submittal of the Final Contract Plan. Allow minimum of three (3) weeks for review. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 10 FINAL CONTRACT PLANS (PS & E ASSEMBLY)

The final contract plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. MDOT's sample plans should be used as the guide for assembling the final plans.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless MDOT has on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of ½ size blue line prints with standards included and two (2) sets of ½ scale blue line prints without standards along with four (4) sets of contract documents for MDOT review. The marked OFFICE REVIEW PLANS must be returned with the PS&E ASSEMBLY.

Once approved by MDOT and the FHWA Authorization has been obtained, the CONSULTANT shall be notified to advise the LPA that the legal notice for advertising for bids can be submitted for publication. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

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### SPECIFIC WORK REQUIREMENTS OF PHASE B: RIGHT-OF-WAY

The CONSULTANT shall begin this phase of work when directed by the MDOT Engineer. Items of work shall include:

- a. Review of existing plans, tax maps, USGS quad sheets and other data that may be available.
- b. Prepare ROW documents in accordance with the requirements outlined in Appendix "C."
- c. The CONSULTANT is reminded that no ROW acquisition by the LPA can be allowed until FHWA approval of the environmental document has been obtained..

### SPECIFIC WORK REQUIREMENTS OF PHASE C: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing MDOT SOPs.

The CONSULTANT will handle all construction administration; including furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein. Testing shall be performed by a private laboratory.

#### Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The MDOT District Engineer ("DISTRICT ENGINEER") shall be MDOT's official representative on the PROJECT.

The CONSULTANT shall be the only authorized contact with the contractor during construction. MDOT shall send all information and requests for the CONTRACTOR to the CONSULTANT for relay to the CONTRACTOR.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in the Standard Specifications and leading the preconstruction conference after award of contact.

The CONSULTANT providing construction administration services and the Contractor performing project construction for the same construction project, cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the PROJECT without MDOT approval. The CONSULTANT shall maintain a good working relationship with the CONTRACTOR. Any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the DISTRICT ENGINEER, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the

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## Mayor and Board of Aldermen

written request of the MDOT DISTRICT ENGINEER be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the MDOT DISTRICT ENGINEER.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the CONTRACTOR works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

Project Engineer  
Survey Party Chief  
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one (1) week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this PROJECT shall be thoroughly familiar with the MUTCD. That individual shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by this individual in accordance with MDOT requirements. The MDOT DISTRICT ENGINEER shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the PROJECT full time or as otherwise authorized by the MDOT DISTRICT ENGINEER. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the PROJECT. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to MDOT Standards. MDOT Standards include, but are not limited to 2004 Mississippi Standard Specifications for State Road and Bridge Construction, Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

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The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

Set all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the MDOT DISTRICT ENGINEER.

Requests for inspection of prefabricated items or review and approval of shop drawings, will be submitted to the CONSULTANT. MDOT shall review and approve all shop drawings.

Part 4 MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Whether the CONSULTANT provides its own laboratory or subcontracts the work to a Sub-Consultant for field sampling and job control acceptance testing, the laboratory shall meet the approval of MDOT. Job control sampling and testing and payment therefore shall follow the MDOT SOP.

Part 5 DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates and submit to the DISTRICT ENGINEER for further processing. These estimates will be prepared in accordance with MDOT requirements.

The CONSULTANT shall compile and submit, in accordance with the MDOT Construction SOPs, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the PROJECT. All PROJECT information relative to the execution of the PROJECT and all records shall be kept in accordance with the MDOT Construction SOPs. A copy of the diary will be submitted to the MDOT DISTRICT ENGINEER on a monthly basis.

The CONSULTANT will initiate all CONTRACTOR change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with MDOT SOPs. These are to be delivered to the MDOT DISTRICT ENGINEER.

The DISTRICT ENGINEER will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The

## Minutes of March 4, 2008 Mayor and Board of Aldermen

CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the CONTRACTOR required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed. In addition, a set of final plans of completed work shall be submitted to MDOT showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with MDOT SOPS, and other required documents to MDOT within fifteen (15) days after the Contract Acceptance date has been assigned by the MDOT DISTRICT ENGINEER.

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## Mayor and Board of Aldermen

### APPENDIX C

#### SPECIFIC WORK REQUIRED FOR PHASE A PART 3 - FIELD SURVEYS

##### Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owner and obtain permission prior to entry upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.L.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800 - 1000 foot intervals, outside limits of construction.

##### Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

##### Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall extend as follows: For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.

- b. Prepare Plan and Profile Sheets of the above.

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### Item 4. Local Roads Surveys (500 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

### Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

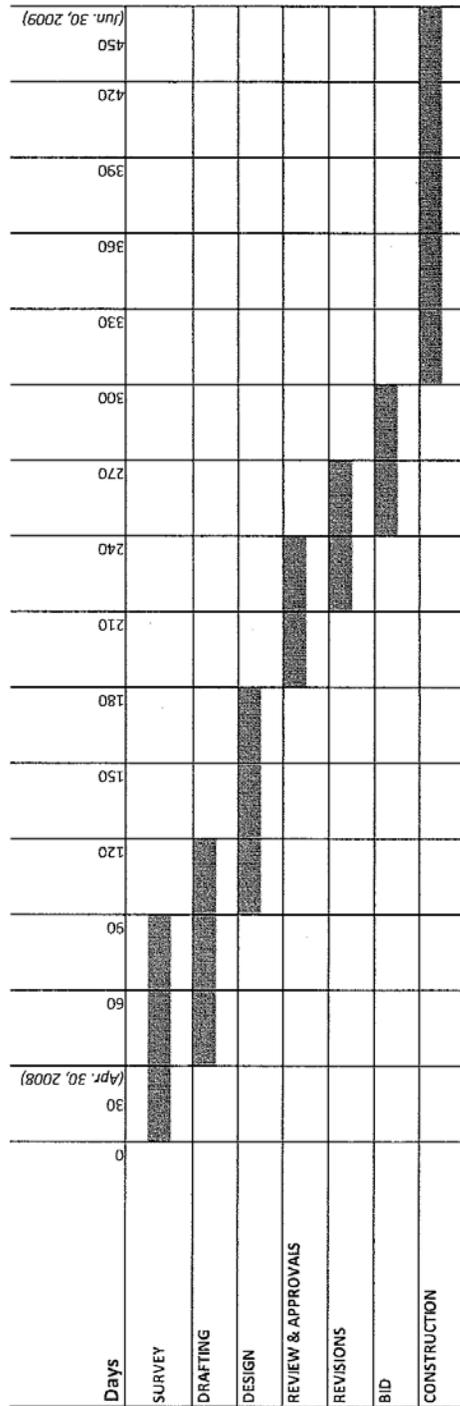
The above items will include the following requirements of MDOT:

1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes -
  - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to taken for a distance that will be adequate to accommodate the construction limits.
  - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
4. Drainage -
  - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
  - b. Areas to be calculated by methods approved by MDOT.
  - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.
  - d. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.



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PROJECT NO. ER-0295-00 (011) 105156-701000  
CITY OF LONG BEACH  
ESTIMATED TIME SCHEDULE



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## Mayor and Board of Aldermen

### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

#### SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this contract:

##### Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

##### Payroll Additive & Overhead:

The rate for payroll additives and overhead shall be computed at 128.60 % of direct salary cost. This rate shall be used for all monthly billings and in the preparation of costs estimates for Supplemental Agreements under this contract. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by CONSULTANT during the course of this Contract; however, in no event shall such an adjustment allow the Contract cost to exceed the maximum

# Minutes of March 4, 2008

## Mayor and Board of Aldermen

limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with FHWA and LPA requirements.

**Direct Costs:**

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

**Fixed Fee:**

The CONSULTANT's fixed fee for Phase A and B shall not exceed **\$ 13,618**, and for Phase C shall not exceed **\$ 16,619** which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

**Contract Maximums:**

The maximum amount that can be charged to this contract is **\$ 293,162.00**.

**Fee and Expense Summary**

	PHASE A	PHASE B	PHASE C	TOTALS
Salary Cost	51,800	_____	63,215	115,015
Admin. Overhead	66,615	_____	81,295	147,910
Direct Cost				
Fixed Fee	13,618	_____	16,619	30,237
Subconsultant Cost	_____	_____		
<b>Totals</b>	<b>132,033</b>		<b>161,129</b>	<b>293,162</b>

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## Mayor and Board of Aldermen

### ATTACHMENT TO EXHIBIT 3

#### DESIGN FOR PHASE A AND PHASE B

	<u>HOURS</u>	<u>RATE</u>	<u>EXTENSION</u>
Garner Russell	8	\$45.00	\$360.00
Scott Burge	40	\$40.00	\$1,600.00
Douglas Rackley	40	\$40.00	\$1,600.00
Joe Overstreet	120	\$33.00	\$3,960.00
David Ball	120	\$33.00	\$3,960.00
Jason Overstreet	20	\$29.00	\$580.00
Daniel Overstreet	120	\$27.00	\$3,240.00
Jamie Nutt	500	\$24.00	\$12,000.00
Donny Cooley	250	\$24.00	\$6,000.00

#### SURVEY FOR PHASE A AND PHASE B

	<u>HOURS</u>	<u>RATE</u>	<u>EXTENSION</u>
Darrell Fore	250	\$26.00	\$6,500.00
David Walker	250	\$20.00	\$5,000.00
Matthew Mitchell	250	\$14.00	\$3,500.00
Eric Garrison	250	\$14.00	\$3,500.00

Subtotal for Phase A and B	\$51,800.00
Payroll Additives (128.6%)	\$66,614.80
Subtotal	\$118,414.80
Fixed Fee (11.5%)	\$13,618.00
<b>Total For Phase A and B</b>	<b>\$132,033.00</b>

#### DESIGN FOR PHASE C

	<u>HOURS</u>	<u>RATE</u>	<u>EXTENSION</u>
Garner Russell	5	\$45.00	\$225.00
Scott Burge	40	\$40.00	\$1,600.00
Douglas Rackley	40	\$40.00	\$1,600.00
Joe Overstreet	120	\$33.00	\$3,960.00
David Ball	120	\$33.00	\$3,960.00
Jason Overstreet	0	\$29.00	\$0.00
Daniel Overstreet	100	\$27.00	\$2,700.00
Jamie Nutt	0	\$24.00	\$0.00
Donny Cooley	0	\$24.00	\$0.00

#### SURVEY FOR PHASE C

	<u>HOURS</u>	<u>RATE</u>	<u>EXTENSION</u>
Darrell Fore	80	\$26.00	\$2,080.00
David Walker	80	\$20.00	\$1,600.00
Matthew Mitchell	80	\$14.00	\$1,120.00
Eric Garrison	80	\$14.00	\$1,120.00

#### INSPECTORS FOR PHASE C

	<u>HOURS</u>	<u>RATE</u>	<u>EXTENSION</u>
Daniel Overstreet	360	\$25.00	\$9,000.00
Shirley Overstreet	160	\$25.00	\$4,000.00
Mark Rawls	500	\$23.00	\$11,500.00
James Turan	100	\$17.50	\$1,750.00
Robert Cooley	1000	\$17.00	\$17,000.00

Subtotal for Phase C	\$63,215.00
Payroll Additives (128.6%)	\$81,295.00
Subtotal	\$144,510.00
Fixed Fee (11.5%)	\$16,619.00
<b>Total For Phase C</b>	<b>\$161,129.00</b>

# Minutes of March 4, 2008 Mayor and Board of Aldermen

## EXHIBIT 4 SAMPLE INVOICE

LOCAL PUBLIC AGENCY  
ADDRESS  
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000  
PERIOD \_\_\_\_\_, 200\_ THROUGH \_\_\_\_\_, 200\_  
PROFESSIONAL SERVICES IN ACCORDANCE WITH  
CONTRACT DATED \_\_\_\_\_, 200\_, AS RELATES TO  
PROJECT NO. - - - - - IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_.

CONSULTANT:  
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000  
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
FIXED FEE			
(% complete X total fee less amounts previously paid)	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE : \$

NOTE:

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-  
ATTACH SUPPORTING DATA)
2. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN  
APPROVED.  
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A  
MINIMUM, CONTAIN THE ABOVE INFORMATION

# Minutes of March 4, 2008 Mayor and Board of Aldermen

SUPPORTING DATA

Project No. 00-0000-00-000-00

<u>County</u> _____		<u>Current Period Hours</u>	<u>Current Period Costs</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
<u>Employee and Classification</u>	<u>Rate of Pay</u>				
John P. Public, Jr. Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr. Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr. Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr. Technician	0.00	0.0	0.00	0.00	0.00
<b>Sub Total</b>		<u>0.00</u> 0.00	<u>0.00</u> 0.00	<u>0.00</u> 0.00	<u>0.00</u> 0.00
Payroll Additives			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Labor</b>			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Project Total</b>			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

# Minutes of March 4, 2008

## Mayor and Board of Aldermen

### EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT  
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT  
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT  
DISADVANTAGED BUSINESS ENTERPRISES

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics

## Minutes of March 4, 2008 Mayor and Board of Aldermen

or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the Mississippi Transportation Commission and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

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EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
  
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
  - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
  - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 10th day of MARCH, 2008.

CONSULTANT

BY: M. Scott Burns

ATTEST: Deborah J. Hataway

My Commission Expires: 1/8/2011

Notary

**Minutes of March 4, 2008  
Mayor and Board of Aldermen**

**EXHIBIT 7**

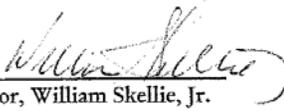
CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 10<sup>th</sup> day of May, 2008.

LPA

  
\_\_\_\_\_  
Mayor, William Skellie, Jr.

**Minutes of March 4, 2008**  
**Mayor and Board of Aldermen**

\*\*\*\*\*

Based upon the recommendation of Mayor Skellie and certification by the Civil Service Commission, Alderman McNary made motion seconded by Alderman Burton and unanimously carried to approve Fire Department personnel matter as follows: Step Increase, Chief George Bass, PS-21-X with a salary of \$58,260.40, effective October 1, 2007, and to approve retro-pay in the amount of \$3,960.00.

\*\*\*\*\*

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

\*\*\*\*\*

There came on for consideration a letter from Rebecca Gaskin, as follows:

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Mayor and Board of Aldermen**

# Memo

To: Long Beach City Council  
From: Rebecca Gaskin, William Rippy, and Lauren Rippy  
Date: February 28, 2008  
Re: Katrina Cottage

---

I, Rebecca Gaskin, currently reside in a FEMA trailer on my property at 137 Markham Drive in Long Beach, Mississippi. I applied for a Katrina Cottage in June 2007. MEMA came out to see the property and I was told that I would get a one bedroom cottage for myself and my two children (a 24 year old male and a 21 year old female who are both currently attending college). At the time of the initial interview I asked for a 2 bedroom cottage. The MEMA representative said she would submit the request. I waited about 6 months and heard nothing from MEMA. I finally found a number and contacted a MEMA representative. I was told I had been approved for a 2 bedroom cottage and they would send someone out to do a site visit. A representative from MEMA came out on January 18, 2008 and checked the property. The representative said we needed to cut some low limbs because the cottage needed 15 feet of clearance. We had the limbs cut by Monday, January 21, 2008 and the MEMA representative returned the next day to check the limbs. He also asked that we move the boat and car out of the drive so they can get the cottage in the correct location. My son was told the cottage was scheduled for delivery within the next 2 weeks. I still did not get a cottage within this time, so I called MEMA again. MEMA said the city had passed a new ordinance on January 15, 2008 that without proof of intent to rebuild that they would not give a permit to put a cottage on my lot where we currently reside in a FEMA trailer. I asked what this meant and MEMA said they were not sure. I then called Richard Notter, a Long Beach alderman, and asked what we need to show "intent to rebuild." Richard said house plans should be sufficient so I took house plans to the building permit office so they would issue a permit for the cottage. The permit office said I would have to pull a permit for the house I am going to rebuild in order to get a permit for the cottage. At this point I went home and called the mayor and 4 aldermen in our town to have them explain the new ordinance to me. All alderman said plans should be sufficient to show proof to rebuild but the permit office did not agree. My family and one other family have been the only families living in FEMA trailers on Markham Drive. There are now several cottages on the street on lots where no one has been living for the last 2 years, but because MEMA took so long to process my cottage I am being told by the City of Long Beach that I cannot have my FEMA trailer replaced with a cottage until I am ready to rebuild. I am still in litigation over insurance money and am waiting to see if we get all perils insurance before I rebuild. I cannot get a permit to rebuild until I have money from insurance or SBA. Please help me to resolve this issue. Thank you in advance for your help.

1

It was noted for the record that action was taken on January 15, 2008, requiring the submission of a residential building plan approved by the building official and permits issued prior to approval of a Katrina/MEMA cottage; and requiring the submission of a site plan for the placement of a Katrina/MEMA cottage, approved by the building official.

Upon discussion, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried that, due to the pre-existing circumstances regarding this

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request, to approve the request submitted by Rebecca Gaskin for the placement of a Katrina/MEMA Cottage at 137 Markham Drive.

\*\*\*\*\*

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



February 29, 2008

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

**RE: Emergency Repairs – Bulkhead Tiebacks  
Smallcraft Harbor**

Gentlemen:

During the course of the removal and replacement of the water and sewer systems within the Smallcraft Harbor area, it was discovered that the tiebacks which stabilize the bulkhead wall adjacent to Piers 1 through 4 were either damaged due to the work, or to the storm, and in most cases, were extremely aged. After their exposure, we authorized Mike Costelli, P.E., to perform a structural analysis of the tiebacks and to propose a method to repair or replace the tiebacks.

Although the expected cost of the work exceeds the purchasing allowances in the law, we request authorization from the Board to proceed with a Request for Proposals from contractors for the repair work as an emergency condition. We feel that an emergency is justified in this case due to the chance for catastrophic failure of the wall which could result in very large damages to property or even personal injury. The Board may wish to consult with the City Attorney to determine if it is legal to declare an emergency in this instance for these repairs. We are still waiting on one critical part of the proposed repairs from Costelli, but expect to receive that soon; and could be ready to request proposals from contractors very quickly after we receive the needed information from Costelli.

We are not certain right now if this work will be reimbursed by FEMA, but it could undoubtedly be reimbursed by the Tidelands Trust funds that the City has available. There seems little choice as to whether the repairs are necessary. Therefore, we recommend that the Board authorize us to prepare the necessary documents and request proposals from contractors to perform the work. We hope to have bid results available for the next Board meeting.

Sincerely,

David Ball, P.E.

DB:1814

O:\1814\Emergency tieback repairs 022908.doc

Page 1 of 1

After considerable discussion, it was determined that the damage was storm related and the result of collateral damage from construction to repair storm damage.

M.B. 60  
REG:03.04.08

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Alderman Boggs made motion seconded by Alderman Holder and unanimously carried authorizing the City Engineer to prepare bids and specifications for advertisement. It was further ordered that Harbor personnel secure the area to prevent further damage and/or injury.

\*\*\*\*\*

Alderman Lishen made motion seconded by Alderman Boggs and unanimously carried to implement changes and approve contracts, Architectural Professional Services, by and between JBHM Architects, P.A., and the City of Long Beach, for City Hall and the Downtown Fire Station, authorizing the Mayor to execute same once the changes are finalized.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve the Grant Agreement by and between the Gulf Coast Community Foundation and the City of Long Beach, as follows:

**Minutes of March 4, 2008  
Mayor and Board of Aldermen**

**GRANT AGREEMENT**

THIS GRANT AGREEMENT is made by and between the **GULF COAST COMMUNITY FOUNDATION** ("Grantor"), a Mississippi not-for-profit corporation exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code ("IRC"), and **CITY OF LONG BEACH, MISSISSIPPI** ("Grantee").

WHEREAS, Grantor has received a Restricted Grant from the Mississippi Hurricane Recovery Fund, Inc. ("MHRF") directing funding to Grantee for the reconstruction of a Community Center; and

WHEREAS, Grantor administers grants for MHRF under an Agreement with MHRF, and

WHEREAS, Grantee proposes to construct a building (the "Building") and operate it as a community center in Long Beach, MS, all in accordance with the application (the "Application"), submitted to MHRF and approved for funding by the Board of Directors of MHRF (the "Project"); and

WHEREAS, The Fund, through Grantor, intends to support the Project with funding for the Building, subject to the attached General Terms and Conditions.

NOW, THEREFORE, for and in consideration of the premises, the Parties agree as follows:

- 1) Upon documentation and in accordance with this Agreement, Grantor shall make a grant to Grantee for the construction of a community center in the amount of the costs of construction of Six Hundred Thousand Dollars (\$600,000), as stated in the Application (the "Grant").
- 2) Grantee shall provide to the Grantor proof of irrevocable sources of funds equal to the total cost of the project to be funded.
- 3) Grantee shall provide to the Grantor the following documents prior to entering into the construction:
  - a) Two (2) Bids for the scope of work specified in the Project Application;
  - b) Certificates of Responsibility for the Contractor that was awarded the Project;
  - c) A Performance Bond from the Contractor for the total of the work in the Project.
- 4) Payment of the Grant shall be made as follows:
  - a) Grantee shall proceed to enter into contracts for the construction of the Building. Grantor shall periodically make payments to Grantee for construction draws.
  - b) Grantee shall submit to Grantor periodic construction draw requests, which shall include at least the following:

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

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The contractors' name, address and tax ID number;

- i) The amount of the draw request;
  - ii) A certification from the Project Architect or Project Manager as mutually agreed to by the Grantee and Grantor, that the work for which payment is being made has been completed in accordance with the Application; and
  - iii) The draw request shall be signed by Grantee, certifying that the request is in accordance with the Application and is true and correct.
- c) Within 10 working days of receipt of Grantee's pay request, Grantor shall fund the draw request.
- d) Upon the payment of each draw request, Grantee and contractor shall execute and deliver an *Owners' and Contractors' Affidavit* certifying that there are no material or labor liens on the Project. Grantee shall be responsible for obtaining the affidavit before delivering each payment to the contractor.
- 5) As requested by Grantor, Grantee shall be required to provide periodic reports measuring the progress of the Project, an annual audit or final project audit, whichever occurs first, and allow Grantor to audit Grantee's books and records related to the Project on reasonable notice.
- 6) Construction of each facility must be completed by June 30, 2009. Any unforeseen delays must be reported to the Grantor immediately.
- 7) Grantee shall use the Grant solely for those costs and expenditures necessary to carry out the Project; and Grantee shall repay to Grantor any portion of the Grant which is not used for the Project. Any changes in the purposes for which Grant funds are to be used must be approved in writing in advance by Grantor. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the Project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of Grant funds. Grantee shall return to the Grantor any unexpended funds at the end of the grant period or if Donor determines that the Grantee has not performed in accordance with this Agreement and approved program and budget.
- 8) Grantee shall provide Grantor from time to time upon request with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to Grantor, showing Grantee's separate existence as a tax exempt organization and its operation of the Project.
- 9) Grantee shall be fully responsible for the Project. Neither Grantor, Grantor's Donors, nor the Fund shall have any responsibility, obligation or liability for the Project, beyond payment of the grant funds in strict accordance with this agreement.

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

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- 10) Nothing in this Agreement shall constitute the naming of Grantee or any of its contractors as an agent or legal representative of the Fund, Grantor or Grantor's Donors for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto; and Grantee shall make no such representation.
- 11) Grantee shall maintain supporting records of all expenditures of Grant funds. If requested, Grantee shall submit a full and complete report with supporting documentation to Grantor at the completion of the Project.
- 12) Grantee shall not discriminate on the basis of race, religion, gender, national origin, or disability.
- 13) This Grant is not to be used directly or indirectly in any attempt to influence legislation within the meaning of IRC Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and Grantee.
- 14) Grantee shall not use any portion of the Grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
- 15) Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
- 16) Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Fund, Grantor, and their officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its contractors, employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the Grant or in carrying out the program or project to be funded or financed by the Grant, except to the extent that such claims, liabilities, losses or expenses resulting from any act or omission of the Fund, Grantor, or their officers, directors, trustees, employees or agents.
- 17) Grantee shall give credit to Grantor, and where applicable to Grantor's Donor in all printed programs or publicity related to this project by including the following: *"This project is supported by the Mississippi Hurricane Recovery Fund, a Fund of the Gulf Coast Community Foundation."*
- 18) Grantee hereby grants Grantor and Donor a license to use Grantee's name and pictures and descriptions of the Project in connection with publications and publicity of Grantor or Grantor's Donor. Grantee shall execute and return the attached *Publicity Release*.
- 19) Unless otherwise provided in this Agreement, any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

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**Mayor and Board of Aldermen**

- 20) This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.
- 21) This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to agreements made and to be performed entirely within such State.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the 29 day of February, 2008.

**GULF COAST COMMUNITY FOUNDATION, Grantor**

By: \_\_\_\_\_  
H. Rodger Wilder, President

**CITY OF LONG BEACH, MISSISSIPPI, Grantee**

By:   
Billy Skellie, Mayor

**Minutes of March 4, 2008  
Mayor and Board of Aldermen**

**PUBLICITY RELEASES**

<p><b>PUBLICITY RELEASES: (PLEASE SIGN, GRANTING PERMISSION)</b></p> <p><b>CITY OF LONG BEACH, MISSISSIPPI,(GRANTEE), ALLOWS THE GULF COAST COMMUNITY FOUNDATION TO PUBLISH PHOTOGRAPHS AND MATERIALS RELATED TO CONSTRUCT AND OPERATE A COMMUNITY CENTER (PROJECT), IN FUTURE PUBLICATIONS AND FOR WEB SITE USE.</b></p> <p><b>CITY OF LONG BEACH, MISSISSIPPI</b></p> <p>By: _____ BILLY SKELLIE, MAYOR</p> <p>_____ DATE</p>
---

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve CDBG Requests for Cash number 6, Project #R-103-235-01-KCR in the amount of \$42,091.56; Project #R-103-235-01-KP in the amount of \$1,166,67; payment to Jimmy G. Gouras Urban Planning Consultants, Inc., Invoice Number 5182, \$1,166.67 and Invoice Number 5181, \$4,141.56; payment to Neel Schaffer, Invoice Number 0973004, \$20,700.00, and Invoice Number 0973479, \$17,250.00, as follows:

**Minutes of March 4, 2008  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** March 1, 2008  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
**RE:** City of Long Beach  
Planning Grant  
CDBG Project # R-103-235-01-KP  
Request for Cash and Summary Support Sheet

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

1. Jimmy G. Gouras Urban Planning Consultants Inc.  
Invoice Number 5182 in the amount of \$1,166.67  
For general administration

Also enclosed is "Request for Cash and Summary Support Sheet No. 6" 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. 6" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins  
Jimmy Gouras Urban Planning  
P.O. Box 1547  
Vicksburg, MS 39181-1547

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

Enclosures

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

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

# Minutes of March 4, 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 39660 Telephone No.: 228-865-1596 Fax Number: 228-865-0822 E-mail Address: <a href="mailto:alvarez@cityoflongbeachms.com">alvarez@cityoflongbeachms.com</a>	Electronic Transfer: 085503881 Bank Account: 043306098 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39660 Telephone No.: 228-865-4000 Services Requested: From: February 1, 2008 Thru: February 9, 2008 To:	Grant No.: R-100-08 Contract No.: R-100-205-01-CP	Request No.: 6 FOR RDA USE ONLY Vendor No.: IDB Voucher Number: Approval for Payment:																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Activity Description</th> <th style="width: 15%;">Budget Amount</th> <th style="width: 15%;">Total Prior Request to Date</th> <th style="width: 15%;">This Request</th> <th style="width: 15%;">Remaining Balance</th> </tr> </thead> <tbody> <tr> <td>1 Administration</td> <td style="text-align: right;">\$ 17,500.00</td> <td style="text-align: right;">\$ 8,333.35</td> <td style="text-align: right;">\$ 1,166.67</td> <td style="text-align: right;">\$ 7,999.98</td> </tr> <tr> <td>2 Application Preparation</td> <td style="text-align: right;">\$ 2,500.00</td> <td style="text-align: right;">\$ 2,500.00</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3 Planning</td> <td style="text-align: right;">\$ 450,000.00</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ 450,000.00</td> </tr> <tr> <td>4</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>5</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>6</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$ 470,000.00</td> <td style="text-align: right;">\$ 10,833.35</td> <td style="text-align: right;">\$ 1,166.67</td> <td style="text-align: right;">\$ 457,999.98</td> </tr> </tbody> </table>				Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	1 Administration	\$ 17,500.00	\$ 8,333.35	\$ 1,166.67	\$ 7,999.98	2 Application Preparation	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	3 Planning	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00	4	\$ -	\$ -	\$ -	\$ -	5	\$ -	\$ -	\$ -	\$ -	6	\$ -	\$ -	\$ -	\$ -	Total	\$ 470,000.00	\$ 10,833.35	\$ 1,166.67	\$ 457,999.98
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance																																							
1 Administration	\$ 17,500.00	\$ 8,333.35	\$ 1,166.67	\$ 7,999.98																																							
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3 Planning	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00																																							
4	\$ -	\$ -	\$ -	\$ -																																							
5	\$ -	\$ -	\$ -	\$ -																																							
6	\$ -	\$ -	\$ -	\$ -																																							
Total	\$ 470,000.00	\$ 10,833.35	\$ 1,166.67	\$ 457,999.98																																							
<p>I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.</p> <p>I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.</p>																																											
Signature of Authorized Official: <u>William Skellie, Jr., Mayor</u> Typed Name and Title of Authorized Official:		Date Signed: _____ Prepared By: <u>Christy Pickering, CPA</u> Date Prepared: <u>2/29/2008</u> Preparer's Telephone No.: <u>228-374-0300</u>																																									

# Minutes of March 4, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach Request No: 6 Grant Number: R-103-06  
 Period Cost - Beginning Ending Date: February 1, 2008 February 29, 2008 Contract Number: R-103-235-01-KP

1. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
	A. Administration	Jimmy Gouras	5182	\$1,166.67		\$1,166.67
	B.					
	C.					
	D.					
	<b>Subtotal:</b>			<b>\$1,166.67</b>	-	<b>\$1,166.67</b>
2. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
	A.					
	B.					
	C.					
	D.					
	<b>Subtotal:</b>			-	-	-
3. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
	A.					
	B.					
	C.					
	D.					
	<b>Subtotal:</b>			-	-	-

# Minutes of March 4, 2008 Mayor and Board of Aldermen

Applicant: City of Long Beach

Request No: 6

**Cash Summary Support Sheet**

Page 2 of 2

Grant Number: R-103-06

Contract Number: R-103-295-01-KP

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

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

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

Cumulative Match Expended To Date:	\$	1,166.67	\$	
Cumulative Federal Expended To Date:		\$12,000.02		
<b>GRAND TOTAL:</b>		<b>\$</b>	<b>1,166.67</b>	<b>\$</b>

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

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

William Skellie, Jr., Mayor

Typed Name and Title of Authorized Official

\_\_\_\_\_

Signature of Authorized Official



**Minutes of March 4, 2008  
Mayor and Board of Aldermen**

*STATEMENT FOR SERVICES RENDERED*

*CITY OF LONG BEACH*

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

*FEBRUARY 29, 2008*

*INVOICE #5182*

---

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

**Minutes of March 4, 2008  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** March 1, 2008  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
City of Long Beach  
**RE:** Community Revitalization Grant  
CDBG Project #R-103-235-01-KCR  
Request for Cash and Summary Support Sheet

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

1. Jimmy G. Gouras Urban Planning Consultants Inc.  
Invoice Number 5181 in the amount of \$4,141.56  
For general administration
2. Neel Schaffer  
Invoice Number 0973004 in the amount of \$20,700.00  
Invoice Number 0973479 in the amount of \$17,250.00  
For professional services

Also enclosed is "Request for Cash and Summary Support Sheet No. 6" in the amount of \$42,091.56 for payment of the above invoices.

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. 6" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins  
Jimmy Gouras Urban Planning  
P.O. Box 1547  
Vicksburg, MS 39181-1547

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

Enclosures

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

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

# Minutes of March 4, 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 1029 <b>Street Address:</b> <b>City, State Zip:</b> Long Beach, MS 38660 <b>Telephone No.:</b> 228-893-1556 <b>Fax Number:</b> 228-893-8022 <b>Email Address:</b> <a href="mailto:228@cityoflongbeach.wednet.edu">228@cityoflongbeach.wednet.edu</a>		<b>Grant No.:</b> R-103-08 <b>Competition:</b> R-103-208-01-ACR <b>Request No.:</b> 6	<b>FOR MDA USE ONLY</b>  <b>Voucher No.:</b>  <b>IDIS Voucher Number:</b>
<b>Electronic Transfer:</b> 00500381 <b>Bank Account:</b> 043009009 <b>Bank Name:</b> Hancock Bank <b>Address:</b> 101 Jeff Davis Avenue <b>City, State, ZIP:</b> Long Beach, MS 38660 <b>Telephone No.:</b> 228-693-4000 <b>SWIFT Number:</b>		<b>From:</b> February 1, 2008 <b>To:</b> February 28, 2008 <b>SWIFT Number:</b>	
<b>Section C: Request Per Activity</b>			
		Total Prior Request to Date	This Request
		Budget Amount	Remaining Balance
1	Administration	\$ 173,086.00	\$ 42,207.80
2	Application Preparation	\$ 10,000.00	\$ 10,000.00
3	Architect/Engineering Expense	\$ 884,426.00	\$ 44,850.00
4	Acquisition Expense	\$ 250,000.00	\$ 250,000.00
5	Contingency Expense	\$ 450,400.00	\$ 450,400.00
6	Drawings & 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			
<b>Total</b>		\$ 8,837,910.00	\$ 97,657.80
		\$ 42,081.98	\$ 6,268,756.94

Signature \_\_\_\_\_  
Date \_\_\_\_\_

Activity Numbers  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_  
 William Seath, Jr. Mayor  
 Typed Name and Title of Authorized Official

Date Signed \_\_\_\_\_  
 Date Prepared \_\_\_\_\_  
 228-374-0500  
 Prepared by \_\_\_\_\_  
 City of Long Beach, MS  
 Preparer's Telephone No. \_\_\_\_\_

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

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

# Minutes of March 4, 2008 Mayor and Board of Aldermen

**Mississippi Development Authority  
Cash Summary Support Sheet**

Applicant: City of Long Beach Request No: 6 Grant Number: R-103-06  
 Period Cost - Beginning: February 1, 2008 Ending Date: February 29, 2008 Contract Number: R-103-235-01-KCR

1. Activity: <u>Administration</u>	(a)	(b)
Line Item	Invoice #	Invoice Amount
A. <u>Administration</u>	<u>5181</u>	<u>\$4,141.56</u>
B.		
C.		
D.		
<b>Subtotal:</b>		<b><u>\$4,141.56</u></b>
<b><u>\$4,141.56</u></b>		
2. Activity: <u>Architect/Engineering Expense</u>	(a)	(b)
Line Item	Invoice #	Invoice Amount
A. <u>Architect/Engineering Expens</u>	<u>0973004</u>	<u>\$20,700.00</u>
B. <u>Architect/Engineering Expens</u>	<u>0973479</u>	<u>\$17,250.00</u>
C.		
D.		
<b>Subtotal:</b>		<b><u>\$37,950.00</u></b>
<b><u>\$37,950.00</u></b>		
3. Activity:	(a)	(b)
Line Item	Invoice #	Invoice Amount
A.		
B.		
C.		
D.		
<b>Subtotal:</b>		
<b><u>\$</u></b>		

# Minutes of March 4, 2008 Mayor and Board of Aldermen

**Mississippi Development Authority  
Cash Summary Support Sheet**

Applicant: City of Long Beach Request No: 6 Grant Number: R-103-06  
 Period Cost - Beginning: February 1, 2008 Ending Date: February 29, 2008 Contract Number: R-103-235-01-KCR

1. Activity: <u>Administration</u>	(a)	(b)
Line Item	Invoice Amount	Match Share
A. <u>Administration</u>	<u>5181</u> <u>\$4,141.56</u>	<u>Federal Share</u> <u>\$4,141.56</u>
B.		
C.		
D.		
<b>Subtotal:</b>	<b>\$4,141.56</b>	<b>\$4,141.56</b>

2. Activity: <u>Architect/Engineering Expense</u>	(a)	(b)
Line Item	Invoice Amount	Match Share
A. <u>Architect/Engineering Expens</u>	<u>0973004</u> <u>\$20,700.00</u>	<u>Federal Share</u> <u>\$20,700.00</u>
B. <u>Architect/Engineering Expens</u>	<u>0973479</u> <u>\$17,250.00</u>	<u>\$17,250.00</u>
C.		
D.		
<b>Subtotal:</b>	<b>\$37,950.00</b>	<b>\$37,950.00</b>

3. Activity:	(a)	(b)
Line Item	Invoice Amount	Match Share
A.		
B.		
C.		
D.		
<b>Subtotal:</b>		

# Minutes of March 4, 2008 Mayor and Board of Aldermen

## Cash Summary Support Sheet

Applicant: City of Long Beach Request No: 6 Grant Number: R-103-06  
 Contract Number: R-103-235-01-KCR

4. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
				(a)	(b)	
A.						
B.						
C.						
D.						
	<b>Subtotal:</b>					
				(a)	(b)	
5. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						
B.						
C.						
D.						
	<b>Subtotal:</b>					
				(a)	(b)	
6. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						
B.						
C.						
D.						
	<b>Subtotal:</b>					
				<b>GRAND TOTAL:</b>	<b>\$ 42,091.56</b>	<b>\$ -</b>
				<b>Cumulative Match Expended To Date:</b>		
				<b>Cumulative Federal Expended To Date:</b>	<b>\$139,149.36</b>	

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

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

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

\_\_\_\_\_  
 Signature of Authorized Official

# Minutes of March 4, 2008 Mayor and Board of Aldermen

## Cash Summary Support Sheet

Applicant: City of Long Beach Request No: 6 Grant Number: R-103-06  
 Contract Number: R-103-235-01-KCR

4. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
				(a)	(b)	
A.						
B.						
C.						
D.						
	<b>Subtotal:</b>					
				(a)	(b)	
5. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						
B.						
C.						
D.						
	<b>Subtotal:</b>					
				(a)	(b)	
6. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						
B.						
C.						
D.						
	<b>Subtotal:</b>					
				<b>Cumulative Match Expended To Date:</b>	<b>\$ 42,091.56</b>	<b>\$ -</b>
				<b>Cumulative Federal Expended To Date:</b>	<b>\$ 139,149.36</b>	<b>\$ 42,091.56</b>

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

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

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



**Minutes of March 4, 2008  
Mayor and Board of Aldermen**



City of Long Beach  
Attn: Mayor Billy Skellie  
PO Box 929  
Long Beach, MS 39560

December 31, 2007  
Project 00.06682.001  
Invoice 0973004

Project 00.06682.001 City of Long Beach - CDBG - Jeff Davis Improvements - Design Phase

**Professional services from December 1, 2007 to December 31, 2007**

**Fee**

Total Fee	345,000.00	Total Earned	75,900.00
Percent Complete	22.00	Previous Fee	55,200.00
		Current Fee Billing	20,700.00
		<b>Total Fee</b>	<b>20,700.00</b>

**Total this invoice \$20,700.00**

**Outstanding Invoices**

Number	Date	Balance
0972390	11/30/07	44,850.00
<b>Total</b>		<b>44,850.00</b>

**Total now due \$65,550.00**

**Billings to date**

	Current	Prior	Total
Fee	20,700.00	55,200.00	75,900.00
<b>Totals</b>	<b>20,700.00</b>	<b>55,200.00</b>	<b>75,900.00</b>

  
M. Craig High  
Project Manager

**Minutes of March 4, 2008  
Mayor and Board of Aldermen**



City of Long Beach  
Attn: Mayor Billy Skellie  
PO Box 929  
Long Beach, MS 39560

January 31, 2008  
Project 00.06682.001  
Invoice 0973479

Project 00.06682.001 City of Long Beach - CDBG-Design Phase

**Professional services from January 1, 2008 to January 31, 2008**

**Fee**

Total Fee	345,000.00			
Percent Complete	27.00	Total Earned	93,150.00	
		Previous Fee	75,900.00	
		Current Fee Billing	17,250.00	
		<b>Total Fee</b>		<b>17,250.00</b>

**Total this invoice \$17,250.00**

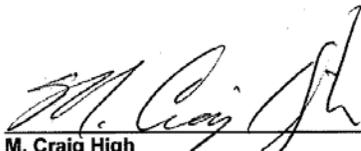
**Outstanding Invoices**

Number	Date	Balance
0972390	11/30/07	44,850.00
0973004	12/31/07	20,700.00
<b>Total</b>		<b>65,550.00</b>

**Total now due \$82,800.00**

**Billings to date**

	Current	Prior	Total
Fee	17,250.00	75,900.00	93,150.00
<b>Totals</b>	<b>17,250.00</b>	<b>75,900.00</b>	<b>93,150.00</b>

  
 \_\_\_\_\_  
**M. Craig High**  
 Project Manager

772 Howard Ave., Biloxi, MS 39530-3820, 228.374.1211, Fax 228.374.1216  
Federal Tax ID Number 64-0671634

\*\*\*\*\*

There came on for consideration a letter with attachment from Police Chief Wayne McDowell, as follows:

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Mayor and Board of Aldermen



**POLICE DEPARTMENT**

228-863-7292

CITY OF LONG BEACH

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

Date: February 25, 2008

To: Mayor Skellie  
Board of Alderman

From: Chief Wayne McDowell  
Long Beach Police Department

Re: Dedication of New Police Station

Dear Mayor and Board,

Please accept this letter of request to dedicate and name the New Police Station the *Morgan/Northcutt* building. These two great men served our Department and Community to the fullest and made the ultimate sacrifice for our City on May 6, 1998. This would be a great honor to them and their families.

I have attached a copy of the proposed plaque to be made for the building.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wayne McDowell".

Wayne McDowell  
Chief

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**Long Beach Police Department  
Morgan/Northcutt  
Building**

Mayor  
William Skellie

Board of Alderman

	Allen Holder - At Large		
Charlie Boggs	Ward 1	Joseph McNary	Ward 4
Richard Notter	Ward 2	Mark Lishen	Ward 5
Richard Burton	Ward 3	Richard Bennett	Ward 6

Harrison County Supervisor District 3  
Dr. Marlin Ladner

Police Chief  
Wayne McDowell

Arcelor/Mittal

Project Manager  
James D'Orazio  
Vista Advantage

Capital  
Engineering

Flagstar  
Construction

Dedicated February 2008

Upon discussion, Alderman McNary made motion seconded by Alderman Holder and unanimously carried to approve the Police Department dedication as set forth above.

\*\*\*\*\*

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

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**Mayor and Board of Aldermen**

by Alderman Holder and unanimously carried to accept the recommendation of Patrol Officer Shawn Penny effective March 3, 2008.

\*\*\*\*\*

There came on for consideration Addendum C and the Public Water Fluoridation Contract, Mississippi State Department of Health. After considerable discussion and debate action was taken as follows:

\* \* \*

Alderman Burton made motion seconded by Alderman Boggs to approve Addendum C and the Public Water Fluoridation Contract, Mississippi State Department of Health, authorizing the Mayor to execute same.

\* \* \*

Alderman Holder offered substitute motion seconded by Alderman Lishen to decline the fluoride program/grant offered through the Mississippi Department of Health due to unknown factors in funding costs and labor force and to review fluoridation of the City's water system in six months to a year, if there is a program available.

\* \* \*

Alderman Notter offered substitute motion seconded by Alderman Boggs to table Addendum C and the Public Water Fluoridation Contract, Mississippi State Department of Health, until all cost, implementation and maintenance data is available.

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

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

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

\*\*\*\*\*

The Mayor recognized Barbara Reed, Chairman, LB-USM Pilot Project Focus Group, to discuss the LB-USM Neighborhood Sidewalk Proposal, for the construction of sidewalks, landscape buffers and the installation of lighting, on the north and south side of 3<sup>rd</sup> Street, connecting USM to Jeff Davis Avenue.

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Discussion was held regarding an Interlocal Agreement by and between the City of Long Beach and USM, the adoption of resolutions and other matters pertaining to grant applications.

After considerable discussion, Alderman Burton made motion seconded by Alderman Boggs and unanimously carried to endorse the sidewalk proposal and the pursuit of grant funding for said project.

\*\*\*\*\*

Alderman McNary made motion seconded by Alderman Boggs and unanimously carried to take the Mississippi Main Street Association application under advisement for further consideration at the next regular meeting, March 18, 2008.

\*\*\*\*\*

Considerable discussion was held regarding loud music, however, no official action was required or taken regarding this matter.

\*\*\*\*\*

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to 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

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

ATTEST:

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