

**Minutes of May 6, 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 May, 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, Richard Burton, Joseph McNary, Mark Lishen, Carolyn Anderson, City Clerk Rebecca E. Schruuff and City Attorney Frank R. McCreary, III.

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

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The meeting was called to order and Alderman McNary made motion seconded by Alderman Notter and unanimously carried to advertise for bids, "REPAIRS TO LAROSA, MARJORIE, SPRING & WISTERIA", said bids to be opened June 17, 2008.

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Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to advertise for bids, "REPAIRS TO TIEBACKS-HARBOR", said bids to be opened June 17, 2008.

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The Mayor recognized Ms. Carol Paola and the Quarles Elementary School Discovery Class for the Project Citizen Presentation regarding sidewalks and bike trails in the City of Long Beach.

After considerable discussion, Alderman Boggs made motion seconded by Alderman Anderson and unanimously carried to authorize grant applications for "Safe Routes to School" and the "National Park Service Rivers and Trails Program" to aid in the development of sidewalks and bike trails.

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The Mayor announced that Susan Lamberg, RN, Harper McCaughan Elementary School, has been invited to present her paper on her plan to help obese/overweight children maintain or lose a significant amount of weight at the National Association of School Nurses 40<sup>th</sup> Annual Conference in Albuquerque, New Mexico.

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It was noted for the record that the tree sculptor would be in town over the next few days to carve dead trees in Long Beach on Highway 90.

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Alderman Notter made motion seconded by Alderman Holder and unanimously carried to proclaim the month of April, 2008, as "*Fair Housing Month*".

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The Mayor and Board of Aldermen proclaimed May 4 – May 10, 2008, as "*Goodwill Industries International Week*".

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The Municipal Docket was corrected, as follows:

Item X.2.i. DEPARTMENTAL BUSINESS; CIVIL DEFENSE – HURRICANE KATRINA; CDBG (5) Requests for Cash and (9) Invoices.

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The Mayor opened the floor for public comments to discuss problems with the Katrina Cottage, Markham Drive, as follows:

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**PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA  
ONLY**

**NOTE:** All comments **shall** be directed to the Chairman (Mayor).  
Comments of a personnel nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, disruptive comments or improper actions **will not** be permitted.  
Public Comments will be limited to a total of **ten (10) minutes** and limited to a maximum of **two (2) minutes** per person.  
Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.

	NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	Georgina Buer	X 2/B	miss representation
2	LYNDA YOUMANS	X 2/C	" " "
3	DAVID YOUMANS	X 2/C	" " "
4			
5			
6			
7			
8			
9			
10			

City of Long Beach, Mississippi  
Mayor and Board of Aldermen Meeting  
Date: \_\_\_\_\_

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated April 15, 2008, as submitted.

\*\*\*\*\*

Due to a possible conflict of interest, Alderman Lishen was recused from the open meeting.

\* \* \*

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Alderman Holder made motion seconded by Alderman Notter, for discussion, to approve the April 24, 2008, Planning Commission minutes, as submitted.

Further discussion followed regarding approval of the Home Occupation application as submitted by Shelly Martin, 206 Kuyrkendall Place. It was determined for the record that the property is not owned by the applicant and that the sale of products as stated on her application is not allowed under home occupation.

After considerable discussion, Alderman Boggs made motion seconded by Alderman Anderson to approve the April 24, 2008, Planning Commission with exception to the application for Home Occupation as submitted by Shelly Martin for 206 Kuyrkendall Place.

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 Carolyn Anderson	voted	Aye
Alderman Allen D. Holder, Jr.	voted	Nay
Alderman Mark Lishen	voted	Absent, Not Voting
Alderman Joseph McNary	voted	Aye

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

\* \* \*

Alderman Lishen returned to the open meeting.

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Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve the April 17, 2008, Port Commission minutes, as submitted.

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Alderman Anderson made motion seconded by Alderman Holder and unanimously carried to approve payment of invoices as listed in Docket of Claims number 050608.

\* \* \*

There came on for consideration final payment, Phase Three Debris Removal Contract, and a Stop Notice and Notice of Lien against Mississippi Hauling, Inc., in favor of Blackmer Equipment, LLC.

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Based upon the recommendation of City Engineer David Ball, Alderman Holder made motion seconded by Alderman Anderson and unanimously carried to approve final payment, Phase Three Debris Removal Contract, to Mississippi Hauling, Inc., authorizing the City Clerk to issue a municipal warrant made payable to Mississippi Hauling, Inc., and Blackmer Equipment, LLC, in the amount of \$8,327.31, directing the City Attorney to prepare a release for execution by Mississippi Hauling, Inc. and Blackmer Equipment prior to release of final payment.

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Through the efforts of Alderman Burton, the City obtained the propeller and anchors from the USS Camille for placement at the Harbor.

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Alderman Notter made motion seconded by Alderman Anderson 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 considerable discussion Katrina Cottages and probable misrepresentations regarding need; the placement in redeveloping neighborhoods decreasing property values; utilization of cottages by persons other than property owners; the lack of effort on the part of property owners to submit plans and apply for permits to rebuild; and other problems associated with the cottages, specifically a cottage placed askew at 137 Markham Drive.

Residents of Destiny Oaks were recognized to express their concerns regarding Katrina Cottages. It was determined that the official deadline for removal of Katrina Cottages is April 1, 2009.

After considerable discussion, Alderman Boggs made motion seconded by Alderman Notter and unanimously carried directing Building Official Earl Levens to notify Rebecca Gaskin of 137 Markham Drive that she must show just cause for failure to submit plans and applications for permits to rebuild on the aforesaid property, with a report back to the Mayor and Board of Aldermen at the next regular meeting, May 20, 2008; and to apprise Ms. Gaskin that she must appear before the Mayor and Board of Aldermen, June 3, 2008, to clarify the intended use of her Katrina Cottage on Markham Drive and her plans for rebuilding.

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Alderman Holder made motion seconded by Alderman Notter and unanimously carried authorizing notice to FEMA trailer residents that the deadline for removal expired February 1, 2008.

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The Mayor and Board of Aldermen took up for consideration the matter of just compensation and sign certification in the Jeff Davis Avenue Improvement Project and for related purposes. After a discussion of the subject, Alderman McNary offered and moved the adoption of the following resolution:

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF  
LONG BEACH TO ESTABLISH JUST COMPENSATION AND SIGN  
CERTIFICATION IN THE JEFF DAVIS AVENUE IMPROVEMENT  
PROJECT**

WHEREAS, the City of Long Beach (the City) proposes to acquire certain properties located in the Jeff Davis Improvement Project area for public purposes as previously authorized; and

WHEREAS, the appraisals of the parcels described in the attached Property List have been appraised by Harry Hebert, a qualified appraiser, as to its fair market value; and

WHEREAS, the appraiser recommends to the Mayor and Board of Aldermen that just compensation for each parcel be set as indicated in his report;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF ALDERMAN OF THE CITY OF LONG BEACH, MISSISSIPPI, that:

SECTION ONE: The findings, conclusions and statements of fact contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION TWO: The Mayor is hereby authorized to establish just compensation for the parcels listed in the Property List attached and marked Exhibit A, which just compensation shall be the value recommended by the appraiser.

SECTION THREE: After establishment and certification of just compensation, the Mayor, or his representatives, is authorized to make an offer to the owner for the

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amount established as just compensation in the certification and is hereby directed to take such further actions as are necessary to implement both the directive and intent of this resolution.

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

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 Carolyn Anderson	voted	Aye
Alderman Allen D. Holder, Jr.	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 6<sup>th</sup> day of May, 2008.

APPROVED:

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William Skellie, Jr., Mayor

ATTEST:

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Rebecca E. Schruoff, City Clerk

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Exhibit "A"

<b>City of Long Beach, Mississippi</b>	
<b>Property Owners List</b>	
<b>March 8, 2008</b>	
Owner	Tax Parcel No.
1 Hancock Bank	0612B-03-004.000
2 First Baptist Church of Long Beach	0612G-02-020.000
3 Mien T. Tran	0612B-03-005.000
4 Tara Corp./ Jim Gratoski	0612B-03-006.000
5 Long Beach City Hall	0612B-03-020.000
6 City of Long Beach (Lot 11)	0612B-03-022.000
7 Roberta Mitchell (Richard W. Moore)	0612B-03-054.000
8 Kevin J. Riley	0612B-03-055.000
9 Kevin J. Riley	0612B-03-055.001
10 High Speed Copy Centers of Gulf Coast	0612B-03-058.000
11 Peoples Bank	0612B-03-059.000
12 City of LB War Memorial Park	0612B-03-074.000
13 Whitney National Bank	0612G-01-015.000
14 Jane Montalto and Bryan Pittari	0612G-01-023.000
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There came on for consideration the following resolution:

**RESOLUTION AUTHORIZING THE PREPARATION AND SUBMITTAL OF APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS ALLOCATED BY THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AFTER APRIL 1, 2008, UNDER THE KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING PUBLICATION OF NECESSARY NOTICES FOR REQUESTING PROPOSALS FOR PROFESSIONAL SERVICES;**

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**AUTHORIZING PUBLICATION OF PUBLIC HEARING AND ENVIRONMENTAL NOTICES; AND AUTHORIZATION TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PERTINENT TO THE SAID APPLICATIONS AND IMPLEMENTATION OF THE PROJECTS; AND TO EXECUTE GRANT AGREEMENTS IF NECESSARY AND APPROPRIATE; AND FOR RELATED PURPOSES**

WHEREAS, the Mississippi Development Authority (MDA) is expected to allocate additional Community Development Block Grant funds (CDBG) under the MDA's Katrina Supplemental CDBG Program after April 1, 2008; and

WHEREAS, MDA is expected to allocate CDBG funds to provide grants to cities and counties to aid in the rebuilding and recovery from the effects of Hurricane Katrina; and

WHEREAS, the Mayor and Aldermen deem it to be in the best interest of the citizens of Long Beach to submit applications invited by the MDA for CDBG funds for eligible projects under the 2008 CDBG allocations; and

WHEREAS, it is the desire of the City of Long Beach to apply for 2008 CDBG allocations from MDA under the Katrina Supplemental CDBG Program and, thereby, to enhance the quality of life for citizens of the City of Long Beach through a long-term rebuilding and recovery from the effects of Hurricane Katrina; and

WHEREAS, as a part of the application process, it is necessary for the City of Long Beach to request proposals for Professional Consulting Services to procure the services of consultants needed for proper implementation and execution of eligible projects; and

WHEREAS, it is necessary to publish certain public notices in connection with the applications for the said CDBG funds, the requests for proposals for consulting services, and notices in connection with the environmental review requirements of the CDBG program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Long Beach that:

SECTION ONE: William Skellie, Mayor in and of the City of Long Beach, be and is hereby authorized and directed to execute and submit applications for funds under the 2008 allocations under the Katrina Supplemental CDBG Program, and along with said applications, all understandings and assurances contained therein and to provide such additional information as may be required.

SECTION TWO: William Skellie, Mayor in and of the City of Long Beach, be and is hereby authorized and directed to execute any and all documents necessary and pertinent to the applications for 2008 CDBG allocations of funds under the Katrina Supplemental CDBG Program.

SECTION THREE: William Skellie, Mayor in and of the City of Long Beach, be and is hereby authorized and directed to execute a grant agreement and any other

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documents necessary to the acceptance and implementation of projects should grants be approved by MDA.

SECTION FOUR: William Skellie, Mayor in and of the City of Long Beach, be and is hereby authorized to publish the necessary notices to Request Proposals for Consulting Services; to publish notices of public hearings, environmental notices, and others as may be required by regulations governing the CDBG Program.

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

YEAS:

NAYS:

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

The motion was carried and the resolution adopted on this the 6<sup>th</sup> day of May 2008.

The City of Long Beach, Mississippi

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

ATTEST:

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

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Alderman Notter made motion seconded by Alderman Holder and unanimously carried to approve the CDBG Town Green Project, Pre-Development Administrative Agreement, as follows:

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**MEMO**

**DATE:** April 16, 2008  
**TO:** Ms. Becky Schruff, City Clerk  
City of Long Beach  
**FROM:** Ann Frazier, Associate Consultant  
Jimmy G. Gouras Urban Planning  
**RE:** **City of Long Beach – Town Green Project**  
**Community Revitalization Project #R-109-235-03-KCR**

I have enclosed three (3) copies of our “Pre-Development” Administrative Agreement for the above-referenced project. After Board approval, please have Mayor Skellie sign all three copies, attest, and return all three sets back to our office. After we execute and attest, we will forward the city an original copy for your files.

If you have any questions, please do not hesitate to contact me at 601-638-7121. Thank you for your assistance in this matter.

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

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## Mayor and Board of Aldermen

### AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between the City of Long Beach, Mississippi (hereinafter referred to as "Grantee"), and Jimmy G. Gouras, Urban Planning Consultants, Inc., (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

#### WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Community Revitalization Grant funds from the Mississippi Development Authority for Project #R-109-235-03-KCR, which includes the construction of a new Town Green; and

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

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

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

1. Employment of Contracted Party. The Grantee hereby agrees to employ the Contracted Party, and the Contracted Party hereby agrees to perform services set forth hereinafter in connection with the Katrina Supplemental CDBG Community Revitalization Grant, which will be financed by grant funds under an Community Revitalization Grant from the Mississippi Development Authority (MDA).
2. Intent of Agreement. It is the intent of this agreement that the Grantee will employ the Contracted Party for "Pre-Development" services and that this contract shall be amended to provide for the provision of the full spectrum of administrative services in connection with the construction and completion of the project. Accordingly, it is the intent of both parties that upon receipt of the necessary environmental clearance from the Mississippi Development Authority, this contract shall be amended as described hereinabove.
3. Scope of Services. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
4. Disposition of Work. All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services, set forth as Exhibit "A", shall be the property of the Grantee.
5. Period of Performance. The services provided under this Agreement by the Contracted Party shall continue as long as is mutually agreeable to the parties hereto. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Contracted Party can, however, be reviewed annually and modified as is mutually agreeable to the two parties.
6. Termination for Convenience of Contracted Party. The Contracted Party may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof. Such written notice shall be furnished the Grantee at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the Grantee. In the event of termination for convenience by Contracted Party, all payments, after the date of termination, shall be forfeited to the Grantee, and any obligation by the Local Government to the Consultant shall be terminated.
7. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of \$31,500.00. The Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".

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

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

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

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

IN WITNESS WHEREOF, the City of Long Beach, Mississippi and the Contracted Party have executed this Agreement this the \_\_\_\_ day of \_\_\_\_\_ 2008.

Jimmy G. Gouras Urban  
Planning Consultants, Inc.

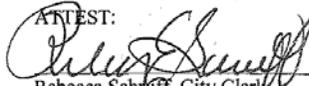
By: \_\_\_\_\_  
Jimmy G. Gouras, President

ATTEST:

\_\_\_\_\_

City of Long Beach

By:   
William Skellie, Jr., Mayor

ATTEST:  
  
Rebecca Schmitt, City Clerk

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### EXHIBIT "A" SCOPE OF SERVICES

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

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

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**EXHIBIT "B"**

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

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

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

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### EXHIBIT "C "

#### SPECIAL PROVISIONS AND REGULATIONS

##### STIPULATED BY

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

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

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

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

2. **Termination of Contract For Cause**

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

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

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

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-

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

4. **Records**

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

5. **Health and Safety Standards**

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

6. **Environmental Compliance**

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

7. **Energy Efficiency**

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

8. **Changes**

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

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### 9. Personnel

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

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

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

### 10. Anti-Kickback Rules

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

### 11. Withholding of Salaries

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

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

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### 13. Equal Employment Opportunity

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

### 14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

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

**21. Interest of Certain Federal Officers**

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

**22. Interest of Contractor**

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

**23. Political Activity**

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

**24. Davis-Bacon Act Requirements**

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

**25. Uniform Act Requirements**

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

**26. Lead-Based Paint Requirements**

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

**27. Compliance with Office of Management and Budget**

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

**28. Flood Insurance Purchase Requirements**

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

**29. Historic Preservation**

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### 30. Program Monitoring

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

### 31. Discrimination Due to Beliefs

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

### 32. Confidential Findings

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

### 33. Third-Party Contracts

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

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

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

**34. Excessive Force**

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

**35. Architectural Barriers Act and Americans with Disabilities**

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

**36. Environmental**

The applicant will:

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

Its chief executive officer or other officer of applicant:

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

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

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

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

**37. Uniform Relocation**

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

**38. Code of Standards of Conduct**

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

**39. Hatch Act**

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

**40. Lead Based Paint**

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### 41. Use of Influence

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

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

### 42. Cost Overruns

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### EXHIBIT "D"

#### CERTIFICATIONS/ASSURANCES

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

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

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**Mayor and Board of Aldermen**

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

\* \* \* \* \*

Alderman McNary made motion seconded by Alderman Holder and unanimously carried to approve CDBG Budget Modifications, as follows:

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

**MEMO**

**DATE:** April 15, 2008  
**TO:** Ms. Becky Schruoff, City Clerk  
City of Long Beach  
**FROM:** Ann Frazier, Associate Consultant  
Jimmy G. Gouras Urban Planning  
**RE:** **City of Long Beach's Katrina Projects**  
**Budget Modifications**

I have enclosed Budget Modifications for the following:

- **Downtown Revitalization (Streetscape) Project R-103-235-01-KCR** - Please find four (4) copies of Budget Modification Number One (1). This modification will shift \$66,000 from the Contingencies line item into the Engineering line item so that the additional services of Phase I Environmental Site Assessments, Property Acquisition Surveys and Property Acquisition Negotiation may be performed on this project. Please have the Mayor sign all four (4) copies, keep one for your files and return the remaining copies to our office for further processing.
- **Downtown Revitalization (City Hall) Project R-109-235-02-KCR** - Please find four (4) copies of Budget Modification Number One (1). This modification will shift \$9,000 from the Contingencies line item into the Engineering line item so that a site survey may be performed on this project. Please have the Mayor sign all four (4) copies, keep one for your files and return the remaining copies to our office for further processing.
- **Downtown Revitalization (Fire Station) Project R-109-235-04-KCR** - Please find four (4) copies of Budget Modification Number One (1). This modification will shift \$7,500 from the Contingencies line item into the Engineering line item so that a site survey may be performed on this project. Please have the Mayor sign all four (4) copies, keep one for your files and return the remaining copies to our office for further processing.

If you have any questions, please do not hesitate to contact me at 601-638-7121. Thank you for your assistance in this matter.

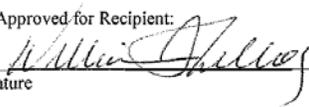
Enclosures

**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 May 6, 2008 Mayor and Board of Aldermen

MISSISSIPPI DEVELOPMENT AUTHORITY MODIFICATION SIGNATURE SHEET																	
DISASTER RECOVERY DIVISION POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849																	
<b>1. Recipient's Name, Address, and Telephone No.</b>  City of Long Beach Post Office Box 929 Long Beach, MS 39560-0929  228-863-1556	<b>2. Effective Date:</b> April 2, 2008																
	<b>3. Contract Number:</b> R-103-235-01-KCR	<b>Grant Number:</b> R-103-235-01-KCR															
	<b>4. Modification Number:</b> 1																
	<b>5. Grant Identifier: (Funding Source &amp; Year)</b> CFDA Number: 14.219 & 14.228																
	<b>6. Beginning and Ending Date</b> July 20, 2007 – July 20, 2010																
	<b>7. Page 1 of</b> <u>3</u>																
	<b>8. As a result of this modification, funds obligated are changed as follows:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;"><u>KCDBG</u></th> <th style="width: 33%; text-align: center;"><u>OTHER FEDERAL</u></th> <th style="width: 33%; text-align: center;"><u>OTHER (LOCAL-PRIVATE)</u></th> </tr> </thead> <tbody> <tr> <td><b>FROM:</b> No change</td> <td><b>FROM:</b> N/A</td> <td><b>FROM:</b> N/A</td> </tr> <tr> <td><b>TO:</b></td> <td><b>TO:</b></td> <td><b>TO:</b></td> </tr> <tr> <td><b>INCREASE:</b></td> <td><b>INCREASE:</b></td> <td><b>INCREASE:</b></td> </tr> <tr> <td><b>DECREASE:</b></td> <td><b>DECREASE:</b></td> <td><b>DECREASE:</b></td> </tr> </tbody> </table>			<u>KCDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	<b>FROM:</b> No change	<b>FROM:</b> N/A	<b>FROM:</b> N/A	<b>TO:</b>	<b>TO:</b>	<b>TO:</b>	<b>INCREASE:</b>	<b>INCREASE:</b>	<b>INCREASE:</b>	<b>DECREASE:</b>	<b>DECREASE:</b>
<u>KCDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>															
<b>FROM:</b> No change	<b>FROM:</b> N/A	<b>FROM:</b> N/A															
<b>TO:</b>	<b>TO:</b>	<b>TO:</b>															
<b>INCREASE:</b>	<b>INCREASE:</b>	<b>INCREASE:</b>															
<b>DECREASE:</b>	<b>DECREASE:</b>	<b>DECREASE:</b>															
<b>9. The above recipient is hereby modified as follows:</b> The purpose of this modification is to shift \$66,000 from the Contingency line item into the Engineering line item so that the following additional services may be performed: (1) Phase I Environmental Site Assessment (15 parcels @ \$1,000) \$15,000; (2) Property Acquisition Surveys (15 parcels @ \$1,300) \$19,500 and (3) Property Acquisition Negotiation (15 parcels @ \$2,100) \$31,500. This request is per the attached amendment to the engineering contract.																	
<b>10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.</b>																	
<b>12. Approved for Agency:</b>  <u>No Signature Required</u> Signature _____ Date _____  Name: Jon Mabry  Title: Director, Disaster Recovery Division	<b>13. Approved for Recipient:</b>   Signature _____ Date _____  Name: William Skellie, Jr.  Title: Mayor																

# Minutes of May 6, 2008 Mayor and Board of Aldermen

## Katrina Supplemental CDBG Program Budget Summary

Applicant: Long Beach – Streetscape Improvements

Funding Year: \_\_\_\_\_ Grant Year: \_\_\_\_\_ Contract: # \_\_\_\_\_

Description	MDA	IDIS	Katrina CDBG	Other Funding Sources			Total
Administration							
General Administration			\$173,096.00				\$173,096.00
Application Prep.			\$10,000.00				\$10,000.00
Audit							\$ 0.00
<b>Subtotal (A)</b>			\$183,096.00	\$0.00	\$0.00	\$0.00	\$183,096.00
Description	MDA	IDIS	Katrina CDBG	Other Funding Sources			Total
Public Facilities							
Acquisition			\$250,000.00				\$250,000.00
Architectural/Engineering			\$660,420.00				\$660,420.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency			\$364,400.00				\$364,400.00
Demolition							\$ 0.00
Drainage & Flood Protection			\$1,570,000.00				\$1,570,000.00
Fire protection							\$ 0.00
Legal							\$ 0.00
Public Service							\$ 0.00
Rail							\$ 0.00
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)							\$ 0.00
Street & Road Improvements			\$3,810,000.00				\$3,810,000.00
Water Booster Station							\$ 0.00
Water Line(s)							\$ 0.00
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Other							\$ 0.00
<b>Subtotal (B)</b>			\$6,654,820.00	\$0.00	\$0.00	\$0.00	\$6,654,820.00
<b>Grand Total (A + B)</b>			\$6,837,916.00	\$0.00	\$0.00	\$0.00	\$6,837,916.00

# Minutes of May 6, 2008 Mayor and Board of Aldermen

## BUDGET MODIFICATION WORKSHEET

Recipient: City of Long Beach Contract Number: R-103-235-01-KCR

Activity	Current Budget	Proposed Budget	Change (+ -)
Engineering	\$594,420	\$660,420	+\$66,000
Contingencies	\$430,400	\$364,400	-\$66,000
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	\$1,024,820	\$1,024,820	

**Comments:**

Minutes of May 6, 2008  
Mayor and Board of Aldermen



engineers  
planners  
surveyors  
environmental  
  
scientists  
landscape  
architects

March 24, 2008

The Honorable William Skellie  
Mayor, City of Long Beach  
Post Office Box 929  
Long Beach, MS 39560

Reference: Jeff Davis Avenue CDBG  
Engineering Contract Amendment No. 1

Dear Mayor Skellie:

In accordance with MDA requirements, a Phase I Environment Site Assessment is required for each property being acquired. In addition, property acquisition surveys and right-of-way acquisition negotiation will be required for purchase of property. These services need to be added to the original Engineering Contract approved by the Board of Alderman on August 8, 2007. Neel-Schaffer, Inc. is submitting a request that our contract be increased on a per parcel basis. The total cost of this amendment is \$66,000.00.

Summary of Additional Services

- |  |              |
|--|--------------|
| • Phase I Environmental Site Assessment (15 parcels @ \$1,000) | \$ 15,000.00 |
| • Property Acquisition Surveys (15 parcels @ \$ 1,300)         | \$ 19,500.00 |
| • Property Acquisition Negotiation (15 parcels @ \$ 2,100)     | \$ 31,500.00 |

If this amendment meets your approval, please sign the originals and return one to our office in Biloxi. Should you have any questions, please do not hesitate to call me at 228-374-1211. Thank you!

Sincerely,  
NEEL-SCHAFFER, INC.

M. Craig High  
Sr. Project Manager

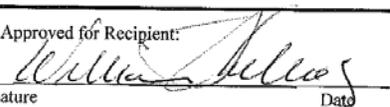
  
Date 4/2/08

MCH/mch

CC: Ann Frazier

772 Howard Avenue, Biloxi, MS, 39530 •  
Office 228.374.1211 • Fax 228.374.1216

# Minutes of May 6, 2008 Mayor and Board of Aldermen

MISSISSIPPI DEVELOPMENT AUTHORITY MODIFICATION SIGNATURE SHEET																	
DISASTER RECOVERY DIVISION POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849																	
<p>1. Recipient's Name, Address, and Telephone No.</p> <p>City of Long Beach Post Office Box 929 Long Beach, MS 39560-0929</p> <p>228-863-1556</p>	<p>2. Effective Date: April 2, 2008</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">3. Contract Number: R-109-235-02-KCR</td> <td style="width: 50%;">Grant Number: R-109-235-02-KCR</td> </tr> </table> <p>4. Modification Number: 1</p> <p>5. Grant Identifier: (Funding Source &amp; Year) CFDA Number: 14.219 &amp; 14.228</p> <p>6. Beginning and Ending Date January 2, 2008 – January 2, 2010</p> <p>7. Page 1 of <u>3</u></p>		3. Contract Number: R-109-235-02-KCR	Grant Number: R-109-235-02-KCR													
3. Contract Number: R-109-235-02-KCR	Grant Number: R-109-235-02-KCR																
<p>8. As a result of this modification, funds obligated are changed as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>KCDBG</u></th> <th style="text-align: center; width: 33%;"><u>OTHER FEDERAL</u></th> <th style="text-align: center; width: 33%;"><u>OTHER (LOCAL-PRIVATE)</u></th> </tr> </thead> <tbody> <tr> <td>FROM: No change</td> <td>FROM: N/A</td> <td>FROM: N/A</td> </tr> <tr> <td>TO:</td> <td>TO:</td> <td>TO:</td> </tr> <tr> <td>INCREASE:</td> <td>INCREASE:</td> <td>INCREASE:</td> </tr> <tr> <td>DECREASE:</td> <td>DECREASE:</td> <td>DECREASE:</td> </tr> </tbody> </table>			<u>KCDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	FROM: No change	FROM: N/A	FROM: N/A	TO:	TO:	TO:	INCREASE:	INCREASE:	INCREASE:	DECREASE:	DECREASE:	DECREASE:
<u>KCDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>															
FROM: No change	FROM: N/A	FROM: N/A															
TO:	TO:	TO:															
INCREASE:	INCREASE:	INCREASE:															
DECREASE:	DECREASE:	DECREASE:															
<p>9. The above recipient is hereby modified as follows: The purpose of this modification is to shift \$9,000 from the Contingency line item into the Engineering line item for the purpose of performing a survey for the city hall site. This request is per the attached engineering contract.</p>																	
<p>10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.</p>																	
<p>12. Approved for Agency:</p> <p><u>No Signature Required</u></p> <p>Signature _____ Date _____</p> <p>Name: Jon Mabry</p> <p>Title: Director, Disaster Recovery Division</p>	<p>13. Approved for Recipient:</p> <p></p> <p>Signature _____ Date _____</p> <p>Name: William Skellie, Jr.</p> <p>Title: Mayor</p>																

# Minutes of May 6, 2008 Mayor and Board of Aldermen

## Katrina Supplemental CDBG Program Budget Summary

Applicant: Long Beach – Construct new Municipal Complex

Funding Year: \_\_\_\_\_

Grant Year: \_\_\_\_\_

Contract: # \_\_\_\_\_

Description	MDA	IDIS	Katrina CDBG	Other Funding Sources			Total
Administration							
General Administration			\$21,500.00				\$21,500.00
Application Prep.			\$10,000.00				\$10,000.00
Audit							\$ 0.00
<b>Subtotal (A)</b>			\$31,500.00	\$0.00	\$0.00	\$0.00	\$31,500.00
Description	MDA	IDIS	Katrina CDBG	Other Funding Sources			Total
Public Facilities							
Acquisition							\$ 0.00
Architectural/Engineering			\$263,537.00				\$263,537.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency							\$ 0.00
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection							\$ 0.00
Legal							\$ 0.00
Public Service							\$ 0.00
Rail							\$ 0.00
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)							\$ 0.00
Street & Road Improvements							\$ 0.00
Water Booster Station							\$ 0.00
Water Line(s)							\$ 0.00
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Other							\$ 0.00
Pre-Development contingencies*			28,000.00				\$28,000.00
							\$ 0.00
<b>Subtotal (B)</b>			\$289,537.00	\$0.00	\$0.00	\$0.00	\$289,537.00
<b>Grand Total (A + B)</b>			\$321,037.00	\$0.00	\$0.00	\$0.00	\$321,037.00

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

**BUDGET MODIFICATION WORKSHEET**

Recipient: City of Long Beach Contract Number: R-109-235-02-KCR

<b>Activity</b>	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Change (+ -)</b>
Engineering/Architectural	\$254,537	\$263,537	+\$9,000
Contingencies	\$35,000	\$26,000	-\$9,000
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	\$289,537	\$289,537	\$0

**Comments:**

Minutes of May 6, 2008  
Mayor and Board of Aldermen



engineers  
planners  
surveyors  
environmental  
scientists  
landscape  
architects

March 26, 2008

Mayor William "Billy" Skellie  
City of Long Beach  
Post Office Box 929  
Long Beach, MS 39560-0929

RE: PROPOSAL REGARDING SURVEYING OF NEW CITY HALL SITE AT THE  
CORNER OF JEFF DAVIS AVE AND SECOND STREET IN LONG BEACH,  
MISSISSIPPI

Dear Mayor Skellie,

Neel-Schaffer is pleased to provide this proposal to you regarding the boundary and topographic survey required for the new city hall site in Downtown Long Beach. The site is located at the corner of Jeff Davis Avenue and Second Street. These services will be performed, in accordance with the Terms and Conditions set forth in Exhibit "A", as lump sum contract not to exceed \$ 9,000.00. A detail scope of work is outlined in the Exhibit "B". Neel-Schaffer is aware that Community Development Block Grant Funds are being used on this project and will adhere to the Special Provisions and Regulations in Exhibit "C".

Neel-Schaffer appreciates the opportunity to submit this proposal to you. Please give us a call at (228) 374-1211 if you have any questions. We look forward to assisting you with this project.

Sincerely,

M. Craig High  
Senior Project Manager  
Neel-Schaffer, Inc.

  
\_\_\_\_\_  
Mayor William "Billy" Skellie      Date

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### EXHIBIT A NEEL-SCHAFFER, INC. GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

NEEL-SCHAFFER, INC. GENERAL TERMS AND CONDITIONS

necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. ~~Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.~~
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

~~Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.~~

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

~~Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.~~

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services

~~and reimburse Engineer for all related direct costs incurred in connection with providing such testimony.~~ This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. ~~In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.~~

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

NEEL-SCHAFFER, INC. GENERAL TERMS AND CONDITIONS

hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, ~~the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.~~
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the ~~Client agrees to pay interest on the unpaid balance at the rate of~~

~~one percent per month.~~ Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer. *MISSISSIPPI*
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

Minutes of May 6, 2008  
Mayor and Board of Aldermen

Exhibit "B"

 **AIA** Document G601™ – 1994

*Request for Proposal - Land Survey*

SURVEYOR  
 OWNER  
 ARCHITECT

DATE: December 20, 2007

PROJECT (*Name and address*)  
New Downtown Fire Station  
East Second Street  
Long Beach, Mississippi

OWNER (*Name and Address*)  
Neel-Schaffer  
P.O. Box 1487  
Hattiesburg, MS 39403-1487

SURVEYOR (*Name and Address*)  
Garner Russell & Associates, Inc., Consulting Engineer  
PO Box 1077 (39502)  
520 33rd Street  
Gulfport, Mississippi 39507

ARCHITECT (*Name and Address*)  
JBHM Architects, P.A.  
2548 Beach Boulevard, Ste. 100  
Biloxi, Mississippi 39531

ATTENTION (*In Architect's office*)  
Glenn Currie

ARCHITECT'S PROJECT NUMBER:  
07153

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

REQUEST FOR PROPOSAL

The Owner requests the Surveyor to submit to the Owner a proposal for a Land Survey of the property described below.

The Surveyor shall submit the proposal by attaching hereto (and identifying in Article 8) the material required, and returning three signed copies of this document to the Owner. The Surveyor shall include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions.

If the Owner accepts the proposal, all three copies of this document will be signed by the Owner; one will be returned to the Surveyor and one to the Architect. Upon execution and

Init.

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# Minutes of May 6, 2008

## Mayor and Board of Aldermen

receipt by both parties, this document and all attachments listed in Articles 6, 7 and 8 shall form the Agreement between the Owner and the Surveyor.

The Surveyor shall hold the proposal open for acceptance by the Owner for a period of forty-five ( 45 ) calendar days after the date of submittal to the Owner.

### LAND SURVEY PROPOSAL

#### ARTICLE 1 GENERAL PROVISIONS

##### § 1.1 TIME

§ 1.1.1 Subject to any limitations stated in this proposal, the specified Land Survey shall be completed and the drawing(s) and report(s) delivered to the Owner and the Architect within thirty ( 30 ) calendar days after written authorization to proceed is received, barring circumstances beyond the Surveyor's control that force a delay. In such instance, the Surveyor will inform the Owner of the cause of the delay.

##### § 1.2 COMPENSATION

§ 1.2.1 The Surveyor shall attach the lump sum fee or rate and price schedule information or both to this proposal. The cost of the Land Survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be based upon the method(s) checked below:

a stipulated sum for all services based on this proposal, with adjustments to the stipulated sum being computed in accordance with the Surveyor's attached rate schedule if changes in the work are authorized;

OR

charges computed in accordance with the Surveyor's current attached rate schedule which shall include a lump sum for mobilization, demobilization, travel and per diem expenses, stating the maximum amount of cost that will be incurred without prior written authorization by the Owner;

OR

as specified below.

##### § 1.3 BILLING AND PAYMENT

§ 1.3.1 Billing for the survey shall be as checked below:

to the Owner's address above, with a copy to the Architect;

OR

to the Owner in care of the Architect, in duplicate, at the Architect's office address.

§ 1.3.2 Payment shall be made as follows:

*(Here insert payment provisions.)*

Upon approval of the Architect barring any necessary revisions, full payment of services shall be due and payable to the surveyor.

##### § 1.4 INSURANCE

§ 1.4.1 The Surveyor shall provide and maintain insurance coverage for claims under Workers' Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's proposal shall state the coverages and limits of liability of professional liability insurance that will be maintained for protection from claims arising out of the performance of professional services. Certificates of Insurance evidencing the above coverages shall be made available at the Owner's request.

##### § 1.5 PROTECTION OF PROPERTY

§ 1.5.1 The Surveyor shall contact the Owner for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry, including, but not limited to, repair of lawns and plantings.

init.

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2

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**§ 1.6 QUALIFICATIONS**

§ 1.6.1 All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect.

**§ 1.7 USE OF SURVEYOR'S DRAWINGS**

§ 1.7.1 It is understood that the Owner, or the Architect on the Owner's behalf, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.

**§ 1.8 ACCURACY STANDARDS**

§ 1.8.1 Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

**ARTICLE 2 PROPERTY INFORMATION PROVIDED BY OWNER**

**§ 2.1 LEGAL DESCRIPTION:**

*(Insert legal description of the property and attach supporting data.)*

See attachments, if any, identified in Article 7. The Owner has provided no legal description of property. Surveyor will research archives and provide legal description as part of the survey document.

**§ 2.2 COMMON DESCRIPTION:**

*(Insert property name and address.)*

Existing parcel South of temporary fire station location faces East 2<sup>nd</sup> Street.

See attachments, if any, identified in Article 7.

**§ 2.3 PROPERTY LINES AND ACCESS**

§ 2.3.1 Property lines and means of access are shown on the attached drawings, identified in Article 7. Site access is provided by the arrangement checked below:

The Owner has title to this property and the right of entry for this survey.

The Owner has secured permission from the present owner and tenant for entry to the property for this survey, subject to the following conditions:

The present owner is:

The present tenant is:

Other conditions:

The Surveyor shall contact the following person(s) in order to schedule site access and make necessary arrangements:

*(Insert names, addresses and telephone numbers, if any.)*

Neel-Schaffer, Inc. Craig High, Sr. Project Manager  
P.O. Box 1487 Hattiesburg, MS 39403-1487

As otherwise specified below.

**ARTICLE 3 DRAWING REQUIREMENTS**

Requirements for land survey drawings are as indicated below.

§ 3.1 Drawings shall note all dimensions and elevations in:

imperial units at 1/8" scale.

metric units at \_\_\_\_\_ scale.

§ 3.2 Drawing sheets shall be trim size \_\_\_\_\_ x \_\_\_\_\_ with left binding edge and \_\_\_\_\_ borders.

§ 3.3 Show NORTH arrow and locate magnetic North:

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User Notes:

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

directed to the top of the sheet;  
OR  
 as specified below.

§ 3.4 Include legend of symbols and abbreviations used on the drawing(s).

§ 3.5 Spot elevations on paving or other hard surfaces shall be to the nearest .01 foot; on other surfaces, to the nearest .10 foot. If required by Section 3.1, use equivalent metric units.

§ 3.6 Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Architect.

§ 3.7 State elevation datum on each drawing:  
 use National Vertical Geodetic Datum (NVDG) 1929 and give location of benchmark used;  
OR  
 use assumed elevation at \_\_\_\_\_ ;  
OR  
 use official town datum;  
OR  
 as specified below.

§ 3.8 Furnish to the Architect one reproducible ~~transparency~~ electronic media and three prints of each drawing. The Surveyor shall sign and seal each drawing and shall state that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown.

#### ARTICLE 4 LAND (BOUNDARY) SURVEY REQUIREMENTS

Survey requirements shall be established as indicated below.

§ 4.1 Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles, radius, point of tangency and length of curved lines. Unless otherwise prohibited by law, where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin adequately into ground to prevent movement and mark with wood stake; state on the drawing(s) whether corners were found or set and describe each.

§ 4.2 Furnish a legal description that conforms to the record title boundaries. Prior to making this survey and insofar as is possible, the Surveyor shall acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity.

Reconcile any discrepancies between the survey and the recorded legal description.

§ 4.3 Give area in square feet if less than one acre; in acres (to .001 acre) if over one acre. If required by Section 3.1, use equivalent metric units.

§ 4.4 Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify street monuments and show distance to the nearest intersection.

§ 4.5 Plot location of structures on the property. Dimension to property lines and other buildings. Note vacant parcels as VACANT. Describe building materials and note number of stories.

Dimension perimeters in feet and inches to nearest 1/2 inch;  
OR  
 dimension perimeters in feet and decimals to .05 foot;  
OR  
 dimension perimeters in metric units to the nearest millimeter.  
 Include adjacent property within *(indicate feet or meters)* 100 ft, i.e. library site.

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- § 4.6 Show encroachments, including cornices, belt courses, etc., either way across property lines.
- § 4.7 Describe fences and walls and locate them with respect to property lines.  
 ~~Include identification of party walls.~~
- § 4.8 Show recorded or otherwise known easements and rights-of-way and identify owners (holders).
- § 4.9 Note planned rights-of-way and the nature of each.
- § 4.10 Note planned street widenings.
- § 4.11 Show individual lot lines and lot block numbers; show street numbers of buildings if available.
- § 4.12 Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).
- § 4.13 Show building line and setback requirements, if any.
- § 4.14 Give names of owners of adjacent property.
- § 4.15 Other: *(Specify)*

### ARTICLE 5 TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines, or on previous turning points or benchmarks. Topographical survey requirements shall be established as indicated below. If required by Section 3.1, use equivalent metric units.

- § 5.1 A minimum of one permanent benchmark on site for each four acres and a description and elevation to nearest .01 foot.
- § 5.2 Contours at 5 foot intervals; error shall not exceed one-half contour interval.
- § 5.3 Spot elevation at each intersection of a      foot square grid covering the property.
- § 5.4 Spot elevations at street intersections and at 20 feet on center of curb, sidewalk and edge of paving, including far side of paving. If elevations vary from established grades, also state established grades.
- § 5.5 Plotted location of structures, paving and improvements above and below ground.
- § 5.6 Floor elevations and elevations at each entrance of buildings on the property.
- § 5.7 Utility information. The following information is to be shown based on record information and on surface evidence. Inadequate record data requiring the surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to Owner approval.
  - Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property.
  - Location of fire hydrants available to the property and the size of the main serving each.
  - Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communications systems above and below grade.
  - Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catchbasins and manholes, and inverts of pipe at each.
  - Name of the operating authority, including contact person and phone number, for each utility indicated above.
- § 5.8 Mean elevation of water in any excavation, well or nearby body of water.

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- § 5.9 Location of flood plain and flood level of streams or adjacent bodies of water.
- § 5.10 Extent of watershed onto the property.
- § 5.11 Location of test borings if ascertainable, and the elevation of the tops of holes.
- § 5.12 Location of trees 6 inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English and botanical terms.
- § 5.13 Location of specimen trees flagged by the Owner or the Architect ( in number); locate to center within six inches tolerance; give species in English and botanical terms, give caliper three feet above ground and ground elevation on upper slope side.
- § 5.14 Perimeter outline only of thickly wooded areas unless otherwise directed.
- § 5.15 Description of natural features.
- § 5.16 Location(s) of suspected or confirmed soil contamination(s).
- § 5.17 Other: *(Specify)*

#### ARTICLE 6 ADDITIONAL REQUIREMENTS

*(Describe any additional requirements specific to this Project.)*

#### ARTICLE 7 ATTACHMENTS BY OWNER

*(Identify attachments by Owner as described in Sections 2.1, 2.2 and 2.3, and any other documents that are incorporated by reference below.)*

§ 7.1

§ 7.2

§ 7.3

#### ARTICLE 8 ATTACHMENTS BY SURVEYOR

*(Identify and attach any other terms or conditions, accompanying sketches and any other documents that are incorporated by reference below.)*

§ 8.1

§ 8.2

§ 8.3

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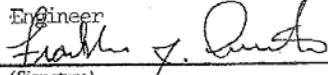
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## ARTICLE 9 SUBMISSION OF PROPOSAL

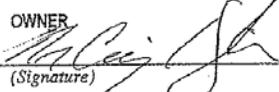
By signing this document, the Land Surveyor represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the Owner's request have been clearly identified.

Engineer  
  
(Signature)  
Franklin J. Overstreet  
(Printed name and title)

PROPOSAL DATE  
3-26-08  
(Month, day and year)

## ARTICLE 10 ACCEPTANCE OF PROPOSAL

By signing this document, the Owner accepts the Land Surveyor's proposal, including all attachments listed in Articles 6, 7 and 8 that henceforth shall form the Agreement between the Owner and the Land Surveyor.

OWNER  
  
(Signature)  
Craig High, Sr. Project Manager  
(Printed name and title)

ACCEPTANCE DATE  
3/26/08  
(Month, day and year)

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### EXHIBIT "C"

#### SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

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

2. Termination of Contract For Cause

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

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

3. Termination for Convenience of the Grantee

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

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### 9. Personnel

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

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

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

### 10. Anti-Kickback Rules

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

### 11. Withholding of Salaries

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

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

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

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### 13. Equal Employment Opportunity

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

### 14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

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

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Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. **Section 3 Clause**

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

16. **Discrimination Because of Certain Labor Matters**

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

17. **Compliance with Local Laws**

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

18. **Subcontracting**

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

19. **Assignability**

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

20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated

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by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

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

**21. Interest of Certain Federal Officers**

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

**22. Interest of Contractor**

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

**23. Political Activity**

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

**24. Davis-Bacon Act Requirements**

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the

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Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

**25. Uniform Act Requirements**

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

**26. Lead-Based Paint Requirements**

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

**27. Compliance with Office of Management and Budget**

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

**28. Flood Insurance Purchase Requirements**

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

**29. Historic Preservation**

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

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properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

**30. Program Monitoring**

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

**31. Discrimination Due to Beliefs**

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

**32. Confidential Findings**

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

**33. Third-Party Contracts**

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

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

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

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**34. Excessive Force**

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

**35. Architectural Barriers Act and Americans with Disabilities**

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

**36. Environmental**

The applicant will:

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

Its chief executive officer or other officer of applicant:

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

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

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- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

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

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

### **37. Uniform Relocation**

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

### **38. Code of Standards of Conduct**

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

### **39. Hatch Act**

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

### **40. Lead Based Paint**

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

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### 41. Use of Influence

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

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

### 42. Cost Overruns

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### EXHIBIT D

#### CERTIFICATIONS/ASSURANCES

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

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

## Minutes of May 6, 2008

### Mayor and Board of Aldermen

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

# Minutes of May 6, 2008 Mayor and Board of Aldermen

MISSISSIPPI DEVELOPMENT AUTHORITY MODIFICATION SIGNATURE SHEET																	
DISASTER RECOVERY DIVISION POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849																	
<p>1. Recipient's Name, Address, and Telephone No.</p> <p>City of Long Beach Post Office Box 929 Long Beach, MS 39560-0929</p> <p>228-863-1556</p>	<p>2. Effective Date: April 2, 2008</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">3. Contract Number: R-109-235-04-KCR</td> <td style="width: 50%;">Grant Number: R-109-235-04-KCR</td> </tr> <tr> <td colspan="2">4. Modification Number: 1</td> </tr> <tr> <td colspan="2">5. Grant Identifier: (Funding Source &amp; Year) CFDA Number: 14.219 &amp; 14.228</td> </tr> <tr> <td colspan="2">6. Beginning and Ending Date January 2, 2008 – January 2, 2010</td> </tr> <tr> <td colspan="2">7. Page 1 of <u>3</u></td> </tr> </table>		3. Contract Number: R-109-235-04-KCR	Grant Number: R-109-235-04-KCR	4. Modification Number: 1		5. Grant Identifier: (Funding Source & Year) CFDA Number: 14.219 & 14.228		6. Beginning and Ending Date January 2, 2008 – January 2, 2010		7. Page 1 of <u>3</u>						
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7. Page 1 of <u>3</u>																	
<p>8. As a result of this modification, funds obligated are changed as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>KCDBG</u></th> <th style="text-align: center; width: 33%;"><u>OTHER FEDERAL</u></th> <th style="text-align: center; width: 33%;"><u>OTHER (LOCAL-PRIVATE)</u></th> </tr> </thead> <tbody> <tr> <td><b>FROM:</b> No change</td> <td><b>FROM:</b> N/A</td> <td><b>FROM:</b> N/A</td> </tr> <tr> <td><b>TO:</b></td> <td><b>TO:</b></td> <td><b>TO:</b></td> </tr> <tr> <td><b>INCREASE:</b></td> <td><b>INCREASE:</b></td> <td><b>INCREASE:</b></td> </tr> <tr> <td><b>DECREASE:</b></td> <td><b>DECREASE:</b></td> <td><b>DECREASE:</b></td> </tr> </tbody> </table>			<u>KCDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	<b>FROM:</b> No change	<b>FROM:</b> N/A	<b>FROM:</b> N/A	<b>TO:</b>	<b>TO:</b>	<b>TO:</b>	<b>INCREASE:</b>	<b>INCREASE:</b>	<b>INCREASE:</b>	<b>DECREASE:</b>	<b>DECREASE:</b>	<b>DECREASE:</b>
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<b>TO:</b>	<b>TO:</b>	<b>TO:</b>															
<b>INCREASE:</b>	<b>INCREASE:</b>	<b>INCREASE:</b>															
<b>DECREASE:</b>	<b>DECREASE:</b>	<b>DECREASE:</b>															
<p>9. The above recipient is hereby modified as follows: The purpose of this modification is to shift \$7,500 from the Contingency line item into the Engineering line item for the purpose of performing a survey for the fire station site. This request is per the attached engineering contract.</p>																	
<p>10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.</p>																	
<p>12. Approved for Agency:</p> <p>No Signature Required _____ Signature _____ Date _____</p> <p>Name: Jon Mabry Title: Director, Disaster Recovery Division</p>	<p>13. Approved for Recipient:</p> <p> _____ Signature _____ Date _____</p> <p>Name: William Skellie, Jr. Title: Mayor</p>																

# Minutes of May 6, 2008 Mayor and Board of Aldermen

## Katrina Supplemental CDBG Program Budget Summary

Applicant: Long Beach – Construct Fire Station

Funding Year: \_\_\_\_\_

Grant Year: \_\_\_\_\_

Contract: # \_\_\_\_\_

Description	MDA	IDIS	Katrina CDBG	Other Funding Sources			Total
Administration							
General Administration			\$21,500.00				\$21,500.00
Application Prep.			\$10,000.00				\$10,000.00
Audit							\$ 0.00
<b>Subtotal (A)</b>			\$31,500.00	\$0.00	\$0.00	\$0.00	\$31,500.00
Description	MDA	IDIS	Katrina CDBG	Other Funding Sources			Total
Public Facilities							
Acquisition							\$ 0.00
Architectural/Engineering			\$66,140.00				\$66,140.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency							\$ 0.00
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection							\$ 0.00
Legal							\$ 0.00
Public Service							\$ 0.00
Rail							\$ 0.00
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)							\$ 0.00
Street & Road Improvements							\$ 0.00
Water Booster Station							\$ 0.00
Water Line(s)							\$ 0.00
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Other							\$ 0.00
Pre-Development contingencies*			\$27,500.00				\$27,500.00
							\$ 0.00
<b>Subtotal (B)</b>			\$93,640.00	\$0.00	\$0.00	\$0.00	\$93,640.00
<b>Grand Total (A + B)</b>			\$125,140.00	\$0.00	\$0.00	\$0.00	\$125,140.00

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**BUDGET MODIFICATION WORKSHEET**

Recipient: City of Long Beach Contract Number: R-109-235-04-KCR

Activity	Current Budget	Proposed Budget	Change (+ -)
Engineering/Architectural	\$58,640	\$66,140	+\$7,500
Contingencies	\$35,000	\$27,500	-\$7,500
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	\$93,640	\$93,640	\$0

**Comments:**

Minutes of May 6, 2008  
Mayor and Board of Aldermen



engineers  
planners  
surveyors  
environmental  
scientists  
landscape  
architects

March 26, 2008

Mayor William "Billy" Skellie  
City of Long Beach  
Post Office Box 929  
Long Beach, MS 39560-0929

RE: PROPOSAL REGARDING SURVEYING OF NEW FIRE STATION SITE ON  
SECOND STREET IN LONG BEACH, MISSISSIPPI

Dear Mayor Skellie,

Neel-Schaffer is pleased to provide this proposal to you regarding the boundary and topographic survey required for the new fire station site in Downtown Long Beach. The site is located between Second Street and First Street and east of Jeff Davis Avenue. These services will be performed, in accordance with the Terms and Conditions set forth in Exhibit "A", as lump sum contract not exceed \$ 7,500.00. A detail scope of work is outlined in the Exhibit "B". Neel-Schaffer is aware that Community Development Block Grant Funds are being used on this project and will adhere to the Special Provisions and Regulations in Exhibit "C".

Neel-Schaffer appreciates the opportunity to submit this proposal to you. Please give us a call at (228) 374-1211 if you have any questions. We look forward to assisting you with this project.

Sincerely,

M. Craig High  
Senior Project Manager  
Neel-Schaffer, Inc.

  
4/2/08  
Date

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### EXHIBIT A NEEL-SCHAFFER, INC. GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

NEEL-SCHAFER, INC. GENERAL TERMS AND CONDITIONS

necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. ~~Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.~~

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

~~Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.~~

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

~~Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.~~

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, ~~Client will compensate Engineer for its services~~

~~and reimburse Engineer for all related direct costs incurred in connection with providing such testimony.~~ This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. ~~In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.~~

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

NEEL-SCHAFFER, INC. GENERAL TERMS AND CONDITIONS

hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of

~~one percent per month.~~ Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer. *MISSISSIPPI*
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

Minutes of May 6, 2008  
Mayor and Board of Aldermen

Exhibit "B"

 **AIA** Document G601™ – 1994

*Request for Proposal - Land Survey*

SURVEYOR  
 OWNER  
 ARCHITECT

DATE: December 20, 2007

PROJECT (*Name and address*)

New City Hall  
Long Beach, Mississippi

OWNER (*Name and Address*)

Neel-Schaffer  
P.O. Box 1487  
Hattiesburg, MS 39403-1487

SURVEYOR (*Name and Address*)

Garner Russell & Associates, Inc., Consulting Engineer  
PO Box 1077 (39502)  
520 33rd Street  
Gulfport, Mississippi 39507

ARCHITECT (*Name and Address*)

JBHM Architects, P.A.  
2548 Beach Boulevard, Ste. 100  
Biloxi, Mississippi 39531

ATTENTION (*In Architect's office*)

Glen Currie

ARCHITECT'S PROJECT NUMBER:

07123

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

REQUEST FOR PROPOSAL

The Owner requests the Surveyor to submit to the Owner a proposal for a Land Survey of the property described below.

The Surveyor shall submit the proposal by attaching hereto (and identifying in Article 8) the material required, and returning three signed copies of this document to the Owner. The Surveyor shall include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions.

If the Owner accepts the proposal, all three copies of this document will be signed by the Owner; one will be returned to the Surveyor and one to the Architect. Upon execution and receipt by both parties, this document and all attachments listed in Articles 6, 7 and 8 shall form the Agreement between the Owner and the Surveyor.

Init.

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# Minutes of May 6, 2008

## Mayor and Board of Aldermen

The Surveyor shall hold the proposal open for acceptance by the Owner for a period of forty-five ( 45 ) calendar days after the date of submittal to the Owner.

### LAND SURVEY PROPOSAL

#### ARTICLE 1 GENERAL PROVISIONS

##### § 1.1 TIME

§ 1.1.1 Subject to any limitations stated in this proposal, the specified Land Survey shall be completed and the drawing(s) and report(s) delivered to the Owner and the Architect within thirty ( 30 ) calendar days after written authorization to proceed is received, barring circumstances beyond the Surveyor's control that force a delay. In such instance, the Surveyor will inform the Owner of the cause of the delay.

##### § 1.2 COMPENSATION

§ 1.2.1 The Surveyor shall attach the lump sum fee or rate and price schedule information or both to this proposal. The cost of the Land Survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be based upon the method(s) checked below:

- a stipulated sum for all services based on this proposal, with adjustments to the stipulated sum being computed in accordance with the Surveyor's attached rate schedule if changes in the work are authorized;
- OR
- charges computed in accordance with the Surveyor's current attached rate schedule which shall include a lump sum for mobilization, demobilization, travel and per diem expenses, stating the maximum amount of cost that will be incurred without prior written authorization by the Owner;
- OR
- as specified below.

##### § 1.3 BILLING AND PAYMENT

§ 1.3.1 Billing for the survey shall be as checked below:

- to the Owner's address above, with a copy to the Architect;
- OR
- to the Owner in care of the Architect, in duplicate, at the Architect's office address.

§ 1.3.2 Payment shall be made as follows:

*(Here insert payment provisions.)*

Upon approval of the Architect barring necessary revisions, full payment of services shall be due and payable to the surveyor.

##### § 1.4 INSURANCE

§ 1.4.1 The Surveyor shall provide and maintain insurance coverage for claims under Workers' Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's proposal shall state the coverages and limits of liability of professional liability insurance that will be maintained for protection from claims arising out of the performance of professional services. Certificates of Insurance evidencing the above coverages shall be made available at the Owner's request.

##### § 1.5 PROTECTION OF PROPERTY

§ 1.5.1 The Surveyor shall contact the Owner for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry, including, but not limited to, repair of lawns and plantings.

##### § 1.6 QUALIFICATIONS

§ 1.6.1 All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect.

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## Mayor and Board of Aldermen

### § 1.7 USE OF SURVEYOR'S DRAWINGS

§ 1.7.1 It is understood that the Owner, or the Architect on the Owner's behalf, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.

### § 1.8 ACCURACY STANDARDS

§ 1.8.1 Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

## ARTICLE 2 PROPERTY INFORMATION PROVIDED BY OWNER

### § 2.1 LEGAL DESCRIPTION:

*(Insert legal description of the property and attach supporting data.)*

See attachments, if any, identified in Article 7. Owner has provided no legal description of property. Surveyor will research archives and provide legal description as part of the survey document.

### § 2.2 COMMON DESCRIPTION:

*(Insert property name and address.)*

Existing parcel at corner of Jeff Davis and East 2<sup>nd</sup> Street.

See attachments, if any, identified in Article 7.

### § 2.3 PROPERTY LINES AND ACCESS

§ 2.3.1 Property lines and means of access are shown on the attached drawings, identified in Article 7. Site access is provided by the arrangement checked below:

The Owner has title to this property and the right of entry for this survey.

The Owner has secured permission from the present owner and tenant for entry to the property for this survey, subject to the following conditions:

The present owner is:

The present tenant is:

Other conditions:

The Surveyor shall contact the following person(s) in order to schedule site access and make necessary arrangements:

*(Insert names, addresses and telephone numbers, if any.)*

Craig High, Sr. Project Manager

Neel-Schaffer, Inc.

P.O. Box 1487

Hattiesburg, MS 39403

As otherwise specified below.

## ARTICLE 3 DRAWING REQUIREMENTS

Requirements for land survey drawings are as indicated below.

§ 3.1 Drawings shall note all dimensions and elevations in:

imperial units at 1/8" scale.

metric units at \_\_\_\_\_ scale.

§ 3.2 Drawing sheets shall be trim size \_\_\_\_\_ x \_\_\_\_\_ with left binding edge and \_\_\_\_\_ borders.

§ 3.3 Show NORTH arrow and locate magnetic North:

directed to the top of the sheet;

OR

as specified below.

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§ 3.4 Include legend of symbols and abbreviations used on the drawing(s).

§ 3.5 Spot elevations on paving or other hard surfaces shall be to the nearest .01 foot; on other surfaces, to the nearest .10 foot. If required by Section 3.1, use equivalent metric units.

§ 3.6 Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Architect.

§ 3.7 State elevation datum on each drawing:

use National Vertical Geodetic Datum (NVDG) 1929 and give location of benchmark used;

OR

use assumed elevation at \_\_\_\_\_ ;

OR

use official town datum;

OR

as specified below.

§ 3.8 Furnish to the Architect one reproducible ~~electronic media~~ transparency and three prints of each drawing. The Surveyor shall sign and seal each drawing and shall state that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown.

#### ARTICLE 4 LAND (BOUNDARY) SURVEY REQUIREMENTS

Survey requirements shall be established as indicated below.

§ 4.1 Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles, radius, point of tangency and length of curved lines. Unless otherwise prohibited by law, where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin adequately into ground to prevent movement and mark with wood stake; state on the drawing(s) whether corners were found or set and describe each.

§ 4.2 Furnish a legal description that conforms to the record title boundaries. Prior to making this survey and insofar as is possible, the Surveyor shall acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity.

Reconcile any discrepancies between the survey and the recorded legal description.

§ 4.3 Give area in square feet if less than one acre; in acres (to .001 acre) if over one acre. If required by Section 3.1, use equivalent metric units.

§ 4.4 Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify street monuments and show distance to the nearest intersection.

§ 4.5 Plot location of structures on the property. Dimension to property lines and other buildings. Note vacant parcels as VACANT. Describe building materials and note number of stories.

Dimension perimeters in feet and inches to nearest 1/2 inch;

OR

dimension perimeters in feet and decimals to .05 foot;

OR

dimension perimeters in metric units to the nearest millimeter.

Include adjacent property within (indicate feet or meters) 100 ft., i.e. library site.

§ 4.6 Show encroachments, including cornices, belt courses, etc., either way across property lines.

§ 4.7 Describe fences and walls and locate them with respect to property lines.

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Include identification of party walls.

§ 4.8 Show recorded or otherwise known easements and rights-of-way and identify owners (holders).

§ 4.9 Note planned rights-of-way and the nature of each.

§ 4.10 Note planned street widenings.

§ 4.11 Show individual lot lines and lot block numbers; show street numbers of buildings if available.

§ 4.12 Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).

§ 4.13 Show building line and setback requirements, if any.

§ 4.14 Give names of owners of adjacent property.

§ 4.15 Other: *(Specify)*

### ARTICLE 5 TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines, or on previous turning points or benchmarks. Topographical survey requirements shall be established as indicated below. If required by Section 3.1, use equivalent metric units.

§ 5.1 A minimum of one permanent benchmark on site for each four acres and a description and elevation to nearest .01 foot.

§ 5.2 Contours at 5 foot intervals; error shall not exceed one-half contour interval.

§ 5.3 Spot elevation at each intersection of a      foot square grid covering the property.

§ 5.4 Spot elevations at street intersections and at 20 feet on center of curb, sidewalk and edge of paving, including far side of paving. If elevations vary from established grades, also state established grades.

§ 5.5 Plotted location of structures, paving and improvements above and below ground.

§ 5.6 Floor elevations and elevations at each entrance of buildings on the property.

§ 5.7 Utility information. The following information is to be shown based on record information and on surface evidence. Inadequate record data requiring the surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to Owner approval.

Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property.

Location of fire hydrants available to the property and the size of the main serving each.

Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communications systems above and below grade.

Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catchbasins and manholes, and inverts of pipe at each.

Name of the operating authority, including contact person and phone number, for each utility indicated above.

§ 5.8 Mean elevation of water in any excavation, well or nearby body of water.

§ 5.9 Location of flood plain and flood level of streams or adjacent bodies of water.

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- § 5.10 Extent of watershed onto the property.
- § 5.11 Location of test borings if ascertainable, and the elevation of the tops of holes.
- § 5.12 Location of trees 6 inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English and botanical terms.
- § 5.13 Location of specimen trees flagged by the Owner or the Architect (     in number); locate to center within six inches tolerance; give species in English and botanical terms, give caliper three feet above ground and ground elevation on upper slope side.
- § 5.14 Perimeter outline only of thickly wooded areas unless otherwise directed.
- § 5.15 Description of natural features.
- § 5.16 Location(s) of suspected or confirmed soil contamination(s).
- § 5.17 Other: *(Specify)*

### ARTICLE 6 ADDITIONAL REQUIREMENTS

*(Describe any additional requirements specific to this Project.)*

### ARTICLE 7 ATTACHMENTS BY OWNER

*(Identify attachments by Owner as described in Sections 2.1, 2.2 and 2.3, and any other documents that are incorporated by reference below.)*

§ 7.1

§ 7.2

§ 7.3

### ARTICLE 8 ATTACHMENTS BY SURVEYOR

*(Identify and attach any other terms or conditions, accompanying sketches and any other documents that are incorporated by reference below.)*

§ 8.1

§ 8.2

§ 8.3

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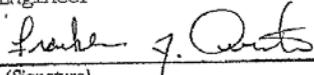
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## ARTICLE 9 SUBMISSION OF PROPOSAL

By signing this document, the Land Surveyor represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the Owner's request have been clearly identified.

Engineer

  
\_\_\_\_\_  
(Signature)

PROPOSAL DATE

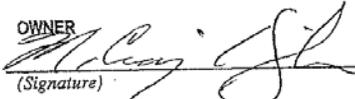
3-26-08  
(Month, day and year)

Franklin J. Overstreet  
\_\_\_\_\_  
(Printed name and title)

## ARTICLE 10 ACCEPTANCE OF PROPOSAL

By signing this document, the Owner accepts the Land Surveyor's proposal, including all attachments listed in Articles 6, 7 and 8 that henceforth shall form the Agreement between the Owner and the Land Surveyor.

OWNER

  
\_\_\_\_\_  
(Signature)

ACCEPTANCE DATE

3/26/08  
(Month, day and year)

Craig High, Sr. Project Manager  
\_\_\_\_\_  
(Printed name and title)

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User Notes:

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### EXHIBIT "C"

#### SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

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

2. **Termination of Contract For Cause**

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

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

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

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

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

#### **4. Records**

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

#### **5. Health and Safety Standards**

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

#### **6. Environmental Compliance**

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

#### **7. Energy Efficiency**

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

#### **8. Changes**

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

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### 9. Personnel

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

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

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

### 10. Anti-Kickback Rules

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

### 11. Withholding of Salaries

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

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

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

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### 13. Equal Employment Opportunity

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

### 14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

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

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Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

**15. Section 3 Clause**

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

**16. Discrimination Because of Certain Labor Matters**

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

**17. Compliance with Local Laws**

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

**18. Subcontracting**

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

**19. Assignability**

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

**20. Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated

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by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

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

**21. Interest of Certain Federal Officers**

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

**22. Interest of Contractor**

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

**23. Political Activity**

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

**24. Davis-Bacon Act Requirements**

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the

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Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

**25. Uniform Act Requirements**

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

**26. Lead-Based Paint Requirements**

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

**27. Compliance with Office of Management and Budget**

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

**28. Flood Insurance Purchase Requirements**

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

**29. Historic Preservation**

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

**30. Program Monitoring**

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

**31. Discrimination Due to Beliefs**

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

**32. Confidential Findings**

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

**33. Third-Party Contracts**

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

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

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### 34. Excessive Force

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

### 35. Architectural Barriers Act and Americans with Disabilities

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

### 36. Environmental

The applicant will:

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

Its chief executive officer or other officer of applicant:

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

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

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

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

**37. Uniform Relocation**

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

**38. Code of Standards of Conduct**

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

**39. Hatch Act**

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

**40. Lead Based Paint**

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### 41. Use of Influence

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

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

### 42. Cost Overruns

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

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

### EXHIBIT D

#### CERTIFICATIONS/ASSURANCES

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

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

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

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

\* \* \* \* \*

Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to appoint the CDBG Selection Committee, Legal Services, Katrina Supplemental Community Development Block Grant Program, to review proposals received by 3:00 p.m. Friday, May 9, 2008, for a recommendation at the regular meeting scheduled May 20, 2008. Said Selection Committee is as follows:

Mayor William Skellie

Alderman Charles Boggs

M.B. 61

REG:05.06.08

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

Alderman Allen Holder, Jr.

Alderman Carolyn Anderson

Fire Chief George Bass

\*\*\*\*\*

Alderman McNary made motion seconded by Alderman Notter and unanimously carried to approve five (5) Requests for Cash and nine (9) invoices, Community Revitalization Grant, CDBG, as follows:

**MEMO**

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

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

1. Jimmy G. Gouras Urban Planning Consultants Inc.  
Invoice Number 5237 in the amount of \$4,141.56  
For general administration
2. Neel - Schaffer  
Invoice Number 0974409 in the amount of \$51,750.00  
Invoice Number 0974839 in the amount of \$10,350.00  
For professional services

Also enclosed is "Request for Cash and Summary Support Sheet No. 8" in the amount of \$66,241.56 for payment of the above invoices.

Please have the above invoices 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. 8" 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 May 6, 2008

## Mayor and Board of Aldermen

**Mississippi Development Authority  
REQUEST FOR CASH**

Section A: General Information		Bank 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 39560 Telephone No.: 228-863-1556 Fax Number: 228-865-0822 Email Address: <a href="mailto:alvler@cityoflongbeach.ms.gov">alvler@cityoflongbeach.ms.gov</a>		Electronic Transfer: 065509881 Bank Account: 043306089 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State ZIP: Long Beach, MS 39560 Telephone No.: 228-868-4000		Grant No.: R-03-06 Contract No.: R-03-238-01-4E Request No.: 9	
<b>Section C: Request Per Activity</b>		From: April 1, 2008 Through: April 30, 2008		Vendor No.: IDB Vendor Number: Approval for Payment:	
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 Administration	\$ 17,500.00	\$ 10,686.69	\$ 1,166.67	\$ 5,666.64	
2 Application Preparation	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	
3 Planning	\$ 450,000.00			\$ 450,000.00	
4					
5					
6					
Total:	\$ 470,000.00	\$ 13,186.69	\$ 1,166.67	\$ 455,666.64	

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

Signature of Authorized Official:  William Skellie, Jr. Mayor Typed Name and Title of Authorized Official	Date Signed: _____ Christy Pickering, CPA Prepared By: _____ 228-374-0300 Preparer's Telephone No.
	Date Prepared: 4/30/2008

# Minutes of May 6, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach      Request No: 8      Grant Number: R-103-06  
 Period Cost - Beginning: April 1, 2008      Ending Date: April 30, 2008      Contract Number: R-103-235-01-KP

1. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
Administration				(a)	(b)	
A.	Administration	Jimmy Gouras	5238	\$1,166.67		\$1,166.67
B.						
C.						
D.						
			<b>Subtotal:</b>	<b>\$1,166.67</b>	<b>\$-</b>	<b>\$1,166.67</b>
2. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.				(a)	(b)	
B.						
C.						
D.						
			<b>Subtotal:</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>
3. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.				(a)	(b)	
B.						
C.						
D.						
			<b>Subtotal:</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>

# Minutes of May 6, 2008 Mayor and Board of Aldermen

**Cash Summary Support Sheet**  
 Applicant: City of Long Beach Request No: 8 Grant Number: R-103-06  
 Contract Number: R-103-235-01-KP

4. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
5. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
6. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
Cumulative Match Expended To Date:		<b>GRAND TOTAL:</b>	<b>\$ 1,166.67</b>	<b>\$ 1,166.67</b>
Cumulative Federal Expended To Date:		<b>\$14,333.36</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.

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



**Minutes of May 6, 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**

**APRIL 30, 2008**

**INVOICE #5238**

---

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

GT

**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 May 6, 2008  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** May 1, 2008  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
**RE:** City of Long Beach  
Community Revitalization Grant  
CDBG Project #R-103-235-04-KCR  
Request for Cash and Summary Support Sheet

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

1. JBHM Architects, P.A.  
Invoice number 1 in the amount of \$1,466.00  
For professional services

Also enclosed is "Request for Cash and Summary Support Sheet No. 2" in the amount of \$1,466.00 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. 2" 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 May 6, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach      Request No: 2      Grant Number: R-103-06  
 Period Cost - Beginning: March 1, 2008      Ending Date: April 30, 2008      Contract Number: R-103-235-04-KCR

1. Activity: <u>Architect/Engineering Expense</u>		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A.	<u>Architect/Engineering Expense</u>	<u>JBHM Architects</u>	<u>\$1,466.00</u>	
B.				<u>\$1,466.00</u>
C.				
D.				
<b>Subtotal:</b>			<b><u>\$1,466.00</u></b>	<b><u>\$1,466.00</u></b>

2. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A.				<u>\$0.00</u>
B.				<u>\$0.00</u>
C.				
D.				
<b>Subtotal:</b>			<b><u>\$-</u></b>	<b><u>\$-</u></b>

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

# Minutes of May 6, 2008 Mayor and Board of Aldermen

**Cash Summary Support Sheet**  
 Applicant: City of Long Beach Request No: 2 Grant Number: R-103-06  
 Contract Number: R-103-235-04-KCR

4. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
5. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
6. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
Cumulative Match Expended To Date:				
Cumulative Federal Expended To Date:				
		<b>GRAND TOTAL:</b>	<b>\$ 1,466,000</b>	<b>\$ -</b>
			<b>\$ 1,466,000</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/expenses under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.  
 I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

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



Minutes of May 6, 2008  
Mayor and Board of Aldermen



*E-mailed to Christy 4/10/08*

**INVOICE**

662.844.1822 (phone) 662.844.0971 (fax)

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

January 21, 2008  
Invoice No: 1  
Project No: 07153

Attn: Billy Skellie, Mayor

Re: Long Beach Fire Station

For professional services rendered for through January 21, 2008

Lump Sum

<u>Current Fee Amount</u>	<u>% Work To Date</u>	<u>Amount Billed</u>	<u>Previous Billed</u>	<u>This Inv Billed</u>
73,300.00	2.00%	1,466.00	0.00	<u>1,466.00</u>
Current Fee Due				1,466.00

Invoice Total

\$1,466.00

Please remit to: **JBHM Architects, P.A.** • P.O. Box 1643 • Tupelo, MS 38802

Biloxi • Columbus • Jackson • Tupelo • Memphis

**Thank you for your business!**

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

05/06/2008 TUE 12:47 FAX 6016385292

JIMMY GOURAS

002

**MEMO**

**DATE:** May 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 invoices for the above referenced project:

1. Jimmy G. Gouras Urban Planning Consultants Inc.  
Invoice Number 5238 in the amount of \$1,166.67  
For general administration
2. Ayers/Saint/Gross Incorporated  
Invoice Number 20606.02-0000001 in the amount of \$30,000.00  
Invoice Number 20606.02-0000002 in the amount of \$30,000.00  
For planning expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 8" in the amount of \$61,166.67 for payment of the above invoices.

Please have the above invoices 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. 8" 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.

**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 May 6, 2008 Mayor and Board of Aldermen

05/06/2008 TUE 12:47 FAX 6016385292

JIMMY GOURAS

003

## Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information	
Applicant Name: City of Long Beach Mailing Address: P. O. Box 829 Street Address: City, State Zip: Long Beach, MS 39550 Telephone No.: 228-683-1566 Fax Number: 228-685-0922 Email Address: c1nsterk@x3950nbeach.ms.gov		Electronic Transfer Bank Account: 65902691 Bank Name: Hancock Bank Address: 104 Jeff Davis Avenue City, State Zip: Long Beach, MS 39550 Telephone No.: 228-408-4400 Services Rendered:		Grant No.: R-10418 Contract No.: R-104-2007-14P Request No.: 8 Vendor No.: Vendor Number:	
Section C: Request For Activity		From: April 1, 2008 To: April 30, 2008		Approval for Payment:	
Activity Description	Budget Amount	Total Prior Request to Date	THIS Request	Remaining Balance	Activity Numbers
1 Administration	\$ 17,850.00	\$ 10,856.69	\$ 1,185.67	\$ 5,669.64	
2 Application Preparation	\$ 2,800.00	\$ 2,800.00		\$	
3 Planning	\$ 450,000.00		\$ 49,000.00	\$ 401,000.00	
4				\$	
5				\$	
6				\$	
Total:	\$ 470,000.00	\$ 13,166.69	\$ 50,185.67	\$ 406,636.64	

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

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

Signature of Authorized Official:  _____ William Skelle, Jr., Mayor Typed Name and Title of Authorized Official	Date Signed: _____ Christy Pickering, CPA Prepared By: _____ 228-374-0900 Preparer's Telephone No.
Date Prepared: 4/30/2008	

# Minutes of May 6, 2008 Mayor and Board of Aldermen

05/06/2008 TUE 12:47 FAX 8016385292

JIMMY GOURAS

004

## Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach Request No: 8 Grant Number: R-103-06  
 Period Cost - Beginning: April 1, 2008 Ending Date: April 30, 2008 Contract Number: R-103-235-01-KP

1. Activity: Administration				(a)	(b)		
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share		
A.	Administration	Jimmy Gouras	5238	\$1,166.67		\$1,166.67	
B.							
C.							
D.							
			<b>Subtotal:</b>	<b>\$ 1,166.67</b>		<b>\$ 1,166.67</b>	
2. Activity: Planning Expense				(a)	(b)		
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share		
A.	Planning Expense	Ayers/Sainy/Gross, Inc.	20606.02-00000	\$25,000.00		\$25,000.00	
B.	Planning Expense	Ayers/Sainy/Gross, Inc.	20606.02-00000	\$24,000.00		\$24,000.00	
C.							
D.							
			<b>Subtotal:</b>	<b>\$ 49,000.00</b>		<b>\$ 49,000.00</b>	
3. Activity: Planning				(a)	(b)		
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share		
A.							
B.							
C.							
D.							
			<b>Subtotal:</b>				

# Minutes of May 6, 2008 Mayor and Board of Aldermen

05/06/2008 TUE 12:48 FAX 6016385292

JIMMY GOURAS

005

Page 2 of 2

**Cash Summary Support Sheet**

Applicant: City of Long Beach Request No: 8 Grant Number: R-103-06  
 Contract Number: R-103-235-01-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:						
	A.					
	B.					
	C.					
	D.					
	<b>Subtotal:</b>					
6. Activity:						
	A.					
	B.					
	C.					
	D.					
	<b>Subtotal:</b>					
Cumulative Match Expended To Date:				<b>GRAND TOTAL:</b>	\$ <b>50,166.67</b>	\$ <b>50,166.67</b>
Cumulative Federal Expended To Date:					\$ <b>663,333.36</b>	

I hereby Certify That all 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. I hereby Certify that the amount requested herein does not exceed the total funds obligated by contract, and all 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 Skeffle, Jr., Mayor Signature of Authorized Official

Typed Name and Title of Authorized Official



Minutes of May 6, 2008  
Mayor and Board of Aldermen

05/06/2008 TUE 12:48 FAX 6018385292

JIMMY GOURAS

007

*STATEMENT FOR SERVICES RENDERED*

*CITY OF LONG BEACH*

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

*APRIL 30, 2008*

*INVOICE #5238*

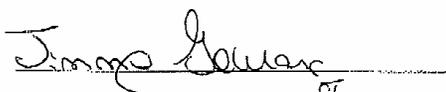
---

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 May 6, 2008  
Mayor and Board of Aldermen

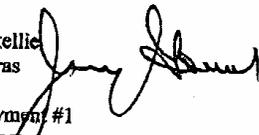
05/06/2008 TUE 12:48 FAX 6016385292

JIMMY GOURAS

008

## MEMO

**TO:** Mayor Billy Skellic  
**FROM:** Jimmy G. Gouras  
**DATE:** April 18, 2008  
**RE:** Request for Payment #1  
Ayers/Saint/Gross  
\$30,000 (Comprehensive Plan)



I recommend approval of Ayers/Saint/Gross Incorporated Invoice No. 20606.02-0000001 dated February 5, 2008 with one exception. The draft document appears to substantially meet the requirements set forth in the Fee Schedule and Deliverables (Exhibit B) of the contract.

I would point out, however, that the Neighborhood Analysis and Neighborhood Improvement Strategy are not consistent with the Scope of Work and Fee Schedule. The draft that I reviewed does not include the following:

- An inventory and analysis of housing, public facilities and utilities in each neighborhood (Ward).
- Strategies for long- and short-term development, redevelopment, and/or revitalization of each neighborhood.

I recommend payment in the amount of \$25,000 and that \$5,000 be withheld until the Neighborhood Analysis and Neighborhood Improvement Strategy are completed in a manner that is consistent with the Fee Schedule and Deliverables set forth in Exhibit B of the contract that I have attached. The incomplete portions of the scope are high-lighted.

Enclosure

**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 May 6, 2008 Mayor and Board of Aldermen

05/06/2008 TUE 12:49 FAX 6016385292

JIMMY GOURAS

009

**Invoice**

**Ayers/Saint/Gross Incorporated**  
1040 Hull Street, Suite 100  
Baltimore, MD 21230  
(410) 347-8500

February 5, 2008

Invoice No: 20606.02 - 0000001

Ms. Ann Frazier  
Jimmy Gouras Urban Planning Consultants  
Post Office Box 1547  
Vicksburg, MS 39181-1547

Project 20606.02 LONG BEACH, MS-COMPREHENSIVE CITY PLAN

Project # R-103-235-01-KP

Professional Services from January 1, 2008 to January 31, 2008

**Fee**

Billing Phase	Fee	Percent Complete	Earned
Comprehensive Plan Part 1	30,000.00	100.00	30,000.00
Comprehensive Plan Part 2	30,000.00	0.00	0.00
Comprehensive Plan Part 3	39,000.00	0.00	0.00
Zoning Ordinance & Map Part 1	50,000.00	0.00	0.00
Zoning Ordinance & Map Part 2	100,250.00	0.00	0.00
Subdivision Regulations Part 1	30,000.00	0.00	0.00
Subdivision Regulations Part 2	40,000.00	0.00	0.00
Architectural Design Standards	72,250.00	0.00	0.00
Final Documents	58,500.00	0.00	0.00
<b>Total Fee</b>	<b>450,000.00</b>		<b>30,000.00</b>
	Previous Fee Billing		0.00
	Current Fee Billing		30,000.00
	<b>Total Fee</b>	<b>3</b>	<b>0,000.00</b>
	<b>Total this Invoice</b>		<b>\$30,000.00</b>



Dhiru Thadani, Principal

Minutes of May 6, 2008  
Mayor and Board of Aldermen

05/06/2008 TUE 12:49 FAX 6016385292

JIMMY GOURAS

010

# MEMO

**TO:** Mayor Billy Skellie  
Board of Aldermen  
City of Long Beach

**FROM:** Jimmy G. Gouras  
Jimmy G. Gouras, Urban Planning Consultants, Inc.

**DATE:** April 25, 2008

**RE:** Partial Payment  
Ayers/Saint/Gross



This memo is written to recommend partial payment of Invoice #20606.2-0000002, which is submitted by Ayers/Saint/Gross in the amount of \$30,000. While the majority of the work invoiced is complete, the Community Facilities and Services Plan and Proposed Hiker Biker Network are not complete.

Ayers/Saint/Gross agrees with my assessment and has requested partial payment in the amount of \$24,000.

Based on my experience in preparing Comprehensive Plans for a period of some 35 years, it is my opinion that partial payment in the amount of \$24,000, as requested, is reasonable and that \$6,000 should be withheld until completion of the work in accordance with the contract payment schedule.

For your information, I have attached all correspondence between Jimmy G. Gouras, Urban Planning Consultants, Inc. and Ayers/Saint/Gross in connection with this request for payment.

Enclosure

**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 May 6, 2008 Mayor and Board of Aldermen

05/06/2008 TUE 12:49 FAX 6016385292

JIMMY GOURAS

011

**Invoice**

**Ayers/Saint/Gross Incorporated**  
1040 Hull Street, Suite 100  
Baltimore, MD 21230  
(410) 347-8500

April 8, 2008  
Invoice No: 20606.02 - 0000002

Ms. Ann Frazier  
Jimmy Gouras Urban Planning Consultants  
Post Office Box 1547  
Vicksburg, MS 39181-1547

Project 20606.02 LONG BEACH, MS-COMPREHENSIVE CITY PLAN  
Project # R-103-235-01-KP  
Professional Services from March 1, 2006 to March 31, 2008

**Fee**

Billing Phase	Fee	Percent Complete	Earned
Comprehensive Plan Part 1	30,000.00	100.00	30,000.00
Comprehensive Plan Part 2	30,000.00	100.00	30,000.00
Comprehensive Plan Part 3	39,000.00	0.00	0.00
Zoning Ordinance & Map Part 1	50,000.00	0.00	0.00
Zoning Ordinance & Map Part 2	100,250.00	0.00	0.00
Subdivision Regulations Part 1	30,000.00	0.00	0.00
Subdivision Regulations Part 2	40,000.00	0.00	0.00
Architectural Design Standards	72,250.00	0.00	0.00
Final Documents	58,500.00	0.00	0.00
<b>Total Fee</b>	<b>450,000.00</b>		<b>60,000.00</b>
		Previous Fee Billing	30,000.00
		Current Fee Billing	30,000.00
	<b>Total Fee</b>		<b>30,000.00</b>
		<b>Total this invoice</b>	<b>\$30,000.00</b>



Dhiru Thadani, Principal

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** May 1, 2008  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
**RE:** City of Long Beach  
Community Revitalization Grant  
CDBG Project #R-103-235-02-KCR  
Request for Cash and Summary Support Sheet

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

1. JBHM Architects, P.A.  
Invoice Number 1 in the amount of \$6,363.42  
For professional services

Also enclosed is "Request for Cash and Summary Support Sheet No. 2" in the amount of \$6,363.42 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. 2" 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 May 6, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Long Beach	Electronic Transfer:	065509841	Grant No.	R-103-06	Request No.
Mailing Address:	Post Office Box 829	Bank Account:	04399809	Contract No.	R-103-28-02-CR	2
Street Address:		Bank Name:	Hancock Bank	<b>FOR MDA USE ONLY</b>		
City, State Zip:	Long Beach, MS 39650	Address:	101 Jeff Davis Avenue	Vendor No.		
Telephone No.:	228-685-1555	City, State ZIP:	Long Beach, MS 39650	BOB Vendor Number:		
Fax Number:	228-685-0922	Telephone No.:	228-688-4200	Approval for Payment		
Email Address:	cityclerk@cityoflongbeach.com	Services Rendered:		Signature		
		From:	March 28, 2008	Date		
		To:	April 30, 2008			
<b>Section C: Request For Activity</b>						
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance		Activity Numbers
1 Administration	\$ 21,500.00	\$ 21,500.00	\$ -	\$ -		
2 Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -		
3 Architect/Engineering Expenses	\$ 254,597.00	\$ -	\$ 6,983.42	\$ 247,613.58		
4 Pre-Development Contingencies	\$ 363,000.00	\$ -	\$ -	\$ 363,000.00		
5						
6						
7						
8						
9						
10						
11						
12						
<b>Total Expenses</b>	<b>\$ 371,097.00</b>	<b>\$ 31,500.00</b>	<b>\$ 6,983.42</b>	<b>\$ 238,173.58</b>		

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

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

Signature of Authorized Official  William Stallio, Jr. Mayor Typed Name and Title of Authorizing Official	Date Signed _____ Christy Duesterling, CPA Prepared By 228-374-0300 Proposer's Telephone No. Date Prepared 4/09/2008
---	---

# Minutes of May 6, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach Request No: 2 Grant Number: R-103-06  
 Period Cost - Beginning: March 1, 2008 Ending Date: April 30, 2008 Contract Number: R-103-235-02-KCR

1. Activity: <u>Architect/Engineering Expense</u>		Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.	<u>Architect/Engineering Expense</u>	<u>JBHM Architects</u>	<u>1</u>	<u>\$6,363.42</u>		<u>\$6,363.42</u>
B.						
C.						
D.						
<b>Subtotal:</b>				<b><u>\$6,363.42</u></b>	<b><u>-</u></b>	<b><u>\$6,363.42</u></b>

2. Activity: _____		Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						<u>\$0.00</u>
B.						<u>\$0.00</u>
C.						
D.						
<b>Subtotal:</b>				<b><u>-</u></b>	<b><u>-</u></b>	<b><u>\$-</u></b>

3. Activity: _____		Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						
B.						
C.						
D.						
<b>Subtotal:</b>				<b><u>-</u></b>	<b><u>-</u></b>	<b><u>\$-</u></b>





Minutes of May 6, 2008  
Mayor and Board of Aldermen



E-mailed to Christy  
4/10/08  
**INVOICE**

662.844.1822 (phone) 662.844.0971 (fax)

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

January 21, 2008  
Invoice No: 1  
Project No: 07123

Attn: Billy Skellie, Mayor

Re: City of Long Beach: City Hall New Constu

For professional services rendered for through January 21, 2008

Lump Sum

<u>Current Fee Amount</u>	<u>% Work To Date</u>	<u>Amount Billed</u>	<u>Previous Billed</u>	<u>This Inv Billed</u>
318,171.00	2.00%	6,363.42	0.00	<u>6,363.42</u>
Current Fee Due				6,363.42

Invoice Total

\$6,363.42

Please remit to: **JBHM Architects, P.A.** • P.O. Box 1643 • Tupelo, MS 38802

Biloxi • Columbus • Jackson • Tupelo • Memphis

**Thank you for your business!**

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** May 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 5238 in the amount of \$1,166.67  
For general administration

Also enclosed is "Request for Cash and Summary Support Sheet No. 8" 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. 8" 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 May 6, 2008 Mayor and Board of Aldermen

## Mississippi Development Authority REQUEST FOR CASH

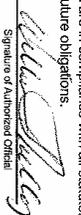
Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Long Beach	Electronic Transfer:	055539881	Grant No.:	R-08-08	Request No.:
Mailing Address:	Post Office Box 879	Bank Account:	043309898	Contract No.:	R-08-238-0-KCR	8
Street Address:		Bank Name:	Harco Bank	<b>FOR MOA USE ONLY</b>		
City, State Zip:	Long Beach, MS 39660	Address:	101 Jeff Davis Avenue	Vendor No.:		
Telephone No.:	228-663-1956	City, State Zip:	Long Beach, MS 39660	MOA Vendor Number:		
Fax Number:	228-663-1922	Telephone No.:	228-668-4100	Approval for Payment		
Email Address:	ahickok@cityoflongbeach.ms.gov	From:	April 1, 2008	Signature:		
		To:	April 30, 2008	Date:		
Section C: Request For Activity		From:	April 1, 2008	Activity Numbers		
		To:	April 30, 2008			

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 Administration	\$ 173,096.00	\$ 59,486.90	\$ 4,141.66	\$ 119,468.54	
2 Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	
3 Architect/Engineer's Expense	\$ 594,420.00	\$ 82,890.00	\$ 57,100.00	\$ 449,550.00	
4 Acquisition Expense	\$ 280,000.00	\$ -	\$ -	\$ 280,000.00	
5 Contingency Expense	\$ 430,400.00	\$ -	\$ -	\$ 430,400.00	
6 Damage & Road Protection	\$ 1,370,000.00	\$ -	\$ -	\$ 1,370,000.00	
7 Street & Road Improvements	\$ 3,810,000.00	\$ -	\$ -	\$ 3,810,000.00	
8					
9					
10					
11					
12					
<b>Total:</b>	<b>\$ 6,897,916.00</b>	<b>\$ 142,296.90</b>	<b>\$ 69,241.66</b>	<b>\$ 6,628,383.54</b>	

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

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

Signature of Authorized Official  William Skelton, Jr., Mayor Title and Title of Authorizer Official	Date Signed: _____ Christy Pickens, CPA Prepared By: _____ 228-574-3300 Project's Telephone No.
Signature of Authorized Official _____ Title and Title of Authorizer Official	Date Prepared: 4/30/2008



# Minutes of May 6, 2008 Mayor and Board of Aldermen

**Cash Summary Support Sheet**  
 Applicant: City of Long Beach Request No: 8 Grant Number: R-103-06  
 Contract Number: R-103-235-01-KCR

4. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
5. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
6. Activity:		(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share Federal Share
A.				
B.				
C.				
D.				
<b>Subtotal:</b>				
Cumulative Federal Expended To Date: <u>\$209,532.46</u>		<b>GRAND TOTAL:</b>	<b>\$ 66,241.56</b>	<b>\$ 66,241.56</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 Herby 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 May 6, 2008  
Mayor and Board of Aldermen**

**STATEMENT FOR SERVICES RENDERED**

**CITY OF LONG BEACH**

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

**APRIL 30, 2008**

**INVOICE #5237**

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

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

**TOTAL DUE**

**\$ 4,141.56**

  
Jimmy Gouras

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

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

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**



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

March 31, 2008  
 Project No: 00.06682.001  
 Invoice No: 0974839

Project: 00.06682.001      City of Long Beach – CDBG – Design Phase

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

**Fee**

Total Fee	345,000.00			
Percent Complete	45.00	Total Earned	155,250.00	
		Previous Fee Billing	144,900.00	
		Current Fee Billing	10,350.00	
		<b>Total Fee</b>		<b>10,350.00</b>

**Total this invoice      \$10,350.00**

**Outstanding Invoices**

Number	Date	Balance
0974409	3/2/08	51,750.00
<b>Total</b>		<b>51,750.00</b>

**Total now due      \$62,100.00**

**Billings to date**

Fee	Current	Prior	Total
10,350.00	10,350.00	144,900.00	155,250.00
<b>Totals</b>	<b>10,350.00</b>	<b>144,900.00</b>	<b>155,250.00</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

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**



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

March 2, 2008  
Project No: 00.06682.001  
Invoice No: 0974409

Project: 00.06682.001 City of Long Beach – CDBG Design Phase

**Professional services from February 1, 2008 to March 2, 2008**

**Fee**

Total Fee	345,000.00		
Percent Complete	42.00	Total Earned	144,900.00
		Previous Fee Billing	93,150.00
		Current Fee Billing	51,750.00
		<b>Total Fee</b>	<b>51,750.00</b>

**Total this invoice \$51,750.00**

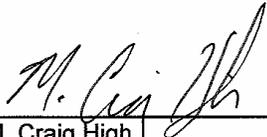
**Outstanding Invoices**

Number	Date	Balance
0972390	11/30/07	44,850.00
0973004	12/31/07	20,700.00
0973479	1/31/08	17,250.00
<b>Total</b>		<b>82,800.00</b>

**Total now due \$134,550.00**

**Billings to date**

	Current	Prior	Total
Fee	51,750.00	93,150.00	144,900.00
<b>Totals</b>	<b>51,750.00</b>	<b>93,150.00</b>	<b>144,900.00</b>

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

772 Howard Ave., Biloxi, MS 39530-3620, 228.374.1211, Fax 228.374.1216  
Federal Tax ID Number 64-0671634

\*\*\*\*\*

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

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**



**A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS**  
520 33<sup>RD</sup> STREET, GULFPORT, MS 39507 TEL (228) 863-0667  
P.O. BOX 1677, GULFPORT, MS 39502 FAX (228) 863-5232



May 1, 2008

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

**RE: Katrina Water & Sewer Replacement - Phase 3**  
**Final Acceptance - Onyx, Inc.**

Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I have received no indication of any problems regarding this contract from FEMA or MEMA, and I therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 1 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount decrease of (\$52,850.64). The final amount of the contract is \$1,397,370.61.
2. Application for Payment Number 8 (Final), in the amount of \$90,140.05, bringing the total of all payments to the full contract amount of \$1,397,370.61.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB: 1770-III  
Enclosures

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**CHANGE ORDER**

No. 1 FINAL

Dated 4/30/2008

---

Owner's Project No. \_\_\_\_\_ Engineer's Project No. 1770-III

Project Katrina Water & Sewer Replacement - Phase 3

Owner City of Long Beach

---

Contractor Onyx, Inc. Contract Date 01/24/07

Contract For Entire Project

---

To: Onyx, Inc. Contractor:

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

Owner City of Long Beach

By \_\_\_\_\_

Date \_\_\_\_\_

---

Nature of the Change

1. Adjust contract quantity to reflect final completed work.

Enclosures:

---

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

Original Contract Price	<u>\$ 1,450,221.25</u>
Contract Price Prior to This Change Order	<u>\$ 1,450,221.25</u>
Net Decrease Resulting from this Change Order	<u>\$ (52,850.64)</u>
Current Contract Price Including This Change Order	<u>\$ 1,397,370.61</u>



# Minutes of May 6, 2008

## Mayor and Board of Aldermen

PROJECT NO. 1770-III

ATTACHMENT SUMMARY CHANGE ORDER

ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY ADJUSTMENTS		ADJUSTED CONTRACT QUANTITY	EXTENSION THIS C.O.	EXTENSION TO DATE
					C.O. I	TOTAL			
1-AB	6" FORCE MAIN	285 L.F.	\$28.00	\$7,140.00	106	106.00	391.00	\$2,940.00	\$10,080.00
1-B	6" FORCE MAIN FITTINGS	0.2 TON	\$6,500.00	\$1,300.00	-0.2	-0.20	0.00	\$0.00	\$0.00
2-A	REHAB PUMP STATION #8-1 (AZALEA AVENUE)	1 L.S.	\$15,000.00	\$15,000.00	0	0.00	1.00	\$0.00	\$15,000.00
2-B	REPLACE PUMPS - PUMP STATION #32-1 (AZALEA AVENUE)	1 L.S.	\$17,000.00	\$17,000.00	0	0.00	1.00	\$0.00	\$17,000.00
2-C	REPLACE ELECTRICAL SYSTEM - PUMP STATION # 3-1 (AZALEA AVENUE)	1 L.S.	\$6,000.00	\$6,000.00	0	0.00	1.00	\$0.00	\$6,000.00
3-AA	8" SEWER PIPE, 0/8" CUT	1,038 L.F.	\$36.00	\$37,368.00	384	384.00	1,422.00	\$13,824.00	\$51,192.00
3-AB	8" SEWER PIPE, 6/8" CUT	1,789 L.F.	\$41.00	\$72,119.00	-314	-314.00	1,475.00	-\$12,874.00	\$59,245.00
3-AC	8" SEWER PIPE, 8/10" CUT	522 L.F.	\$47.00	\$24,534.00	-130	-130.00	392.00	\$6,110.00	\$23,124.00
3-AD	8" SEWER PIPE, 10/12" CUT	499 L.F.	\$52.00	\$25,948.00	-448	-448.00	51.00	-\$23,298.00	\$2,652.00
3-AE	8" SEWER PIPE, 12/14" CUT	188 L.F.	\$57.00	\$10,716.00	181	181.00	369.00	\$19,317.00	\$21,033.00
3-AF	10" SEWER PIPE, 0/8" CUT	70 L.F.	\$39.00	\$2,730.00	-70	-70.00	0.00	-\$2,730.00	\$0.00
3-B	10" SEWER PIPE, 6/8" CUT	351 L.F.	\$44.00	\$15,444.00	117	117.00	468.00	\$5,148.00	\$20,592.00
3-BC	10" SEWER PIPE, 8/10" CUT	651 L.F.	\$49.00	\$31,899.00	215	215.00	866.00	\$10,535.00	\$42,434.00
3-BD	10" SEWER PIPE, 10/12" CUT	1,553 L.F.	\$55.00	\$85,415.00	-347	-347.00	1,206.00	-\$19,085.00	\$66,330.00
3-BE	10" SEWER PIPE, 12/14" CUT	300 L.F.	\$60.00	\$18,000.00	-286	-286.00	14.00	-\$17,160.00	\$840.00
3-FA	8" DUCTILE IRON SEWER PIPE	180 L.F.	\$30.00	\$5,400.00	-150	-150.00	0.00	-\$4,500.00	\$0.00
3-FB	10" DUCTILE IRON SEWER PIPE	150 L.F.	\$34.00	\$5,100.00	-150	-150.00	0.00	-\$5,100.00	\$0.00
3-GA	8" MAIN LINE WYE	31 EA	\$175.00	\$5,425.00	1	1.00	32.00	\$175.00	\$5,600.00
3-GB	10" MAIN LINE WYE	9 EA	\$250.00	\$2,250.00	12	12.00	21.00	\$3,000.00	\$5,250.00
3-HA	6" SEWER SERVICE PIPE	600 L.F.	\$15.00	\$9,000.00	331.5	331.50	931.50	\$4,972.50	\$13,972.50
3-IA	6" CLEANOUT ASSEMBLY	40 EA	\$200.00	\$8,000.00	-17	-17.00	23.00	-\$3,400.00	\$4,600.00
4-AA	MANHOLE, 0/6" CUT	4 EA	\$1,650.00	\$6,600.00	0	0.00	4.00	\$0.00	\$6,600.00
4-AB	MANHOLE, 6/8" CUT	7 EA	\$2,100.00	\$14,700.00	2	2.00	7.00	\$0.00	\$14,700.00
4-AC	MANHOLE, 8/10" CUT	5 EA	\$2,600.00	\$13,000.00	0	0.00	5.00	\$0.00	\$13,000.00
4-AD	MANHOLE, 10/12" CUT	1 EA	\$3,100.00	\$3,100.00	-1	-1.00	0.00	-\$3,100.00	\$0.00
4-AE	MANHOLE, 12/14" CUT	1 EA	\$3,600.00	\$3,600.00	8	8.00	9.00	\$28,800.00	\$32,400.00
4-AF	MANHOLE, 14/18" CUT	10 VLF	\$250.00	\$2,500.00	-10	-10.00	0.00	-\$2,500.00	\$0.00
4-B	8" DROP MANHOLE RISER	60 L.F.	\$30.00	\$1,800.00	-50	-50.00	0.00	-\$1,500.00	\$0.00
10-AA	4" WATER MAIN, PVC OR DUCTILE IRON	60 L.F.	\$32.00	\$1,920.00	-28	-28.00	22.00	-\$896.00	\$704.00
10-BA	6" WATER MAIN, PVC OR DUCTILE IRON	60 L.F.	\$30.00	\$1,800.00	133	133.00	1663.00	\$3,986.00	\$49,886.00
10-CA	8" WATER MAIN, PVC OR DUCTILE IRON	1,530 L.F.	\$45.00	\$68,850.00	107	107.00	482.00	\$4,815.00	\$71,665.00
10-CB	8" WATER MAIN, DUCTILE IRON	375 L.F.	\$50.00	\$18,750.00	58	58.00	571.60	\$2,858.00	\$26,508.00
10-DB	12" WATER MAIN, DUCTILE IRON	5,260 L.F.	\$4,500.00	\$23,670.00	0.89	0.89	6.89	\$5,996.00	\$30,996.00
10-F	DUCTILE IRON FITTINGS	6.0 TON	\$500.00	\$3,000.00	-1	-1.00	0.00	-\$500.00	\$0.00
12-A	4" GATE VALVE WITH BOX	1 EA	\$500.00	\$500.00	2	2.00	3.00	\$1,500.00	\$2,000.00
12-B	6" GATE VALVE WITH BOX	11 EA	\$900.00	\$9,900.00	0	0.00	11.00	\$0.00	\$9,900.00
12-C	8" GATE VALVE WITH BOX	14 EA	\$1,500.00	\$21,000.00	3	3.00	17.00	\$4,500.00	\$25,500.00
12-E	12" GATE VALVE WITH BOX	7 EA	\$750.00	\$5,250.00	-1	-1.00	6.00	-\$750.00	\$0.00
13-E	CONNECT TO EXISTING FITTING OR STUB	2 EA	\$750.00	\$1,500.00	-2	-2.00	0.00	-\$1,500.00	\$0.00
13-F	LOCATE AND DISCONNECT EXISTING WATER MAIN	9 EA	\$250.00	\$2,250.00	-5	-5.00	3.00	-\$1,250.00	\$1,000.00
13-G	REMOVE EXISTING FIRE HYDRANT	11 EA	\$250.00	\$2,750.00	-10	-10.00	1.00	-\$2,500.00	\$0.00
13-H	REMOVE EXISTING VALVE	9 EA	\$2,000.00	\$18,000.00	1	1.00	10.00	\$2,000.00	\$20,000.00
14-A	FIRE HYDRANT WITH VALVE, 4" BURY	2 EA	\$2,100.00	\$4,200.00	-2	-2.00	2.00	-\$4,200.00	\$0.00
14-B	FIRE HYDRANT WITH VALVE, (4" to 5" BURY)	16 EA	\$150.00	\$2,400.00	1	1.00	17.00	\$2,200.00	\$4,600.00
14-C	FIRE HYDRANT WITH VALVE, (Greater than 5" BURY)	37 EA	\$200.00	\$7,400.00	2	2.00	18.00	\$3,600.00	\$11,000.00
15-AE	12" SERVICE SADDLE	8 EA	\$200.00	\$1,600.00	8	8.00	45.00	\$1,800.00	\$3,400.00
15-BA	3/4" CORPORATION STOP	39 EA	\$45.00	\$1,710.00	11	11.00	49.00	\$495.00	\$2,205.00

# Minutes of May 6, 2008 Mayor and Board of Aldermen

ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY ADJUSTMENT'S C.O. 1	TOTAL	ADJUSTED CONTRACT QUANTITY	EXTENSION THIS C.O.	EXTENSION TO DATE
15-BB	1" CORPORATION STOP	14 EA.	\$55.00	\$770.00	-1	-1.00	13.00	-\$55.00	\$715.00
15-BC	1-1/2" CORPORATION STOP	1 EA.	\$100.00	\$100.00	-1	-1.00	0.00	-\$100.00	\$0.00
15-CA	3/4" CURB VALVE W/METER BOX	64 EA.	\$85.00	\$5,440.00	9	9.00	73.00	\$6,165.00	\$4,745.00
15-CB	1" CURB VALVE W/METER BOX	1 EA.	\$85.00	\$85.00	1	1.00	2.00	\$85.00	\$170.00
15-CC	1-1/2" CURB VALVE W/METER BOX	1 EA.	\$175.00	\$175.00	-1	-1.00	0.00	-\$175.00	\$0.00
15-D	1" x 3/4" WYE FITTING	14 EA.	\$45.00	\$630.00	-2	-2.00	12.00	-\$90.00	\$540.00
15-EA	3/4" SERVICE TUBING	482	\$8.25	\$4,113.75	482	482.00	1017.00	\$8,376.50	\$8,390.25
15-EB	1" SERVICE TUBING	205 L.F.	\$9.50	\$1,947.50	56	56.00	261.00	\$2,476.00	\$2,218.50
15-EC	1-1/2" SERVICE TUBING	10 L.F.	\$90.00	\$900.00	-10	-10.00	0.00	-\$900.00	\$0.00
15-F	JACK WATER SERVICE	13 EA.	\$150.00	\$1,950.00	-13	-13.00	0.00	-\$1,950.00	\$0.00
15-G	LOCATE AND CONNECT TO EXISTING WATER SERVICE	50 EA.	\$150.00	\$7,500.00	-50	-50.00	0.00	-\$7,500.00	\$0.00
16-BB	ENCASMENT FOR 10" GRAVITY SEWER MAIN (JACK & BORE METHOD)	20 L.F.	\$350.00	\$7,000.00	0	0.00	20.00	\$0.00	\$7,000.00
20-A	PIPE FOUNDATION MATERIAL	500 C.Y.	\$10.00	\$5,000.00	-500	-500.00	0.00	-\$5,000.00	\$0.00
20-B	SELECT SANDY BACKFILL	500 C.Y.	\$10.00	\$5,000.00	-500	-500.00	0.00	-\$5,000.00	\$0.00
20-C	GEOTEXTILE FABRIC	100 S.Y.	\$3.00	\$300.00	-100	-100.00	0.00	-\$300.00	\$0.00
22-A	LIMESTONE ROAD BASE RESTORATION	5,716 S.Y.	\$16.00	\$91,456.00	-1717.04	-1717.04	3998.96	-\$27,472.64	\$63,983.36
22-B	8" BITUMINOUS BASE COURSE (19.0 mm Mixture)	1,281 S.Y.	\$40.00	\$51,240.00	-172	-172.00	1453.00	\$56,880.00	\$56,120.00
22-C	2" HOT BITUMINOUS SURFACE COURSE (9.5 mm Mixture)	5,716 S.Y.	\$12.50	\$71,450.00	-4123	-4123.00	1593.00	-\$51,537.50	\$19,912.50
22-DA	CONCRETE DRIVE RESTORATION	1,188 S.Y.	\$50.00	\$59,400.00	558.71	558.71	1747.71	\$27,835.50	\$87,385.50
22-DB	CONCRETE DRIVE RESTORATION	1,060 S.Y.	\$50.00	\$53,000.00	453.98	453.98	1513.98	\$22,699.00	\$75,699.00
22-DC	CONCRETE CURB & GUTTER RESTORATION	940 L.F.	\$20.00	\$18,800.00	1068	1068.00	2028.00	\$21,780.00	\$40,580.00
22-E	SAW CUT JOINT	356 L.F.	\$3.00	\$1,068.00	-356	-356.00	0.00	-\$1,068.00	\$0.00
22-F	GRANULAR DRIVE RESTORATION	50 S.Y.	\$20.00	\$1,000.00	-50	-50.00	0.00	-\$1,000.00	\$0.00
22-G	FENCE RESTORATION	90 L.F.	\$10.00	\$900.00	-50	-50.00	0.00	-\$500.00	\$400.00
22-HA	12" OR 15" RCCP CULVERT	110 L.F.	\$25.00	\$2,750.00	-102	-102.00	8.00	-\$2,590.00	\$200.00
22-HB	18" RCCP CULVERT	80 L.F.	\$33.00	\$2,640.00	48	48.00	128.00	\$1,584.00	\$4,224.00
22-HC	24" RCCP CULVERT	100 L.F.	\$46.00	\$4,600.00	-100	-100.00	0.00	-\$4,600.00	\$0.00
22-HD	30" RCCP CULVERT	100 L.F.	\$66.00	\$6,600.00	-100	-100.00	0.00	-\$6,600.00	\$0.00
22-HE	36" RCCP CULVERT	100 L.F.	\$83.00	\$8,300.00	-100	-100.00	0.00	-\$8,300.00	\$0.00
22-I	VEGETATIVE COVER	3.0 AC.	\$2,500.00	\$7,500.00	-1.5	-1.50	1.50	-\$3,750.00	\$3,750.00
22-J	SOLID SOD	300 S.Y.	\$6.00	\$1,800.00	-300	-300.00	0.00	-\$1,800.00	\$0.00
22-K	RIP-RAP SLOPE PROTECTION	200.0 S.Y.	\$30.00	\$6,000.00	-200	-200.00	0.00	-\$6,000.00	\$0.00
22-L	EXCELSIOR BLANKET	200 S.Y.	\$4.00	\$800.00	-200	-200.00	0.00	-\$800.00	\$0.00
23-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$100,000.00	\$100,000.00	0.00	0.00	1.00	\$0.00	\$100,000.00
24-A	STORMWATER MANAGEMENT	1 L.S.	\$25,000.00	\$25,000.00	0.00	0.00	1.00	\$0.00	\$25,000.00
				TOTAL WORK COMPLETED		\$1,450,221.25		-\$52,850.64	\$1,397,370.61

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**CONSENT OF SURETY  
TO FINAL PAYMENT**  
*AIA DOCUMENT G707*

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

TO OWNER  
(Name and address)  
THE CITY OF LONG BEACH, MISSISSIPPI  
P.O. BOX 929  
LONG BEACH, MS 39560

ARCHITECT'S PROJECT :

CONTRACT FOR: construction

PROJECT: Katrina Water and Sewer Replacement,  
(Name and address) Contract 3 - US Hwy 90 - Nicholson Ave. to  
Eastern City Limits, City of Long Beach

CONTRACT DATED: 01/24/2007

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

INSURANCE COMPANY OF THE WEST  
11455 EL CAMINO REAL  
SAN DIEGO, CA 92130-2045

, SURETY,

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

ONYX, INC.  
1240 POWDER PLANT ROAD SW  
BESSEMER, AL 35022

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this 24th day of April, 2008  
(insert in writing the month following by the numeric date and year)

INSURANCE COMPANY OF THE WEST

Surety Company



Signature of Authorized Representative

CHERYL CAMAK, Attorney-in-Fact  
(Printed name and Title)

Attest:  
Seal

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

No. 0004037

**ICW GROUP**  
**Power of Attorney**  
**Insurance Company of the West**  
**Explorer Insurance Company      Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

T. GARY FITTS, J. DAVID FITTS, R. FORREST FITTS, CHARLES F. HORTON, JR.,  
TIMOTHY L. DONAHUE, BRENDA HAYWORTH, CHERYL CAMAK

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

State of California }  
County of San Diego } ss.

**INSURANCE COMPANY OF THE WEST**  
**EXPLORER INSURANCE COMPANY**  
**INDEPENDENCE CASUALTY AND SURETY COMPANY**

*J. Douglas Browne*

J. Douglas Browne, Senior Vice President

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



*Mary Cobb*

Mary Cobb, Notary Public

**RESOLUTIONS**

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 24th day of April, 2008.

*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

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

AIA Document G706

(Instructions on reverse side)

OWNER   
 ARCHITECT   
 CONTRACTOR   
 SURETY   
 OTHER

TO OWNER:

*(Name and address)*

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: *construction*

PROJECT:

*(Name and address)*

Katrina Water & Sewer Replacement  
 Contract 3- US Hwy 90-Nicholson Ave to  
 Eastern City Limits, City of Long Beach

CONTRACT DATED: *1-24-07*

STATE OF: *Alabama*  
 COUNTY OF: *Jefferson*

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate attachment:  yes  no

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

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

CONTRACTOR:

*(Name and address)*

*Onyx, Inc.  
 1240 Powder Plant Rd SW  
 Bessemer, AL 35022*

BY:

*(Signature of authorized representative)*

*Tom Hale, V.P.*  
*(Printed name and title)*

Subscribed and sworn to before me on this date: *4-24-08*

Notary Public

*Janney Johnson*

My Commission Expires: *11-22-09*



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



**AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**  
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G706—1994

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

CERTIFICATE OF SUBSTANTIAL COMPLETION

---

City of Long Beach  
PROJECT Katrina Water & Sewer Replacement Phase III

DATE OF ISSUANCE November 29, 2007

---

OWNER City of Long Beach

OWNER'S Contract No. \_\_\_\_\_

CONTRACTOR Onyx, Inc. ENGINEER A. Garner Russell & Associates, Inc.

---

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach  
OWNER

And To Onyx, Inc.  
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

November 14, 2007  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJDC No. 1910-8-D (1990 Edition )  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: Complete Attachment "A"

The following documents are attached to and made a part of this Certificate:

Punchlist

*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 11/30, 07

A. Garner Russell & Associates, Inc.

ENGINEER

By:   
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, \_\_\_\_\_

Onyx, Inc.

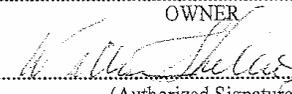
CONTRACTOR

By: 

OWNER accepts this Certificate of Substantial Completion on 11/30, 07

City of Long Beach

OWNER

By:   
(Authorized Signature)

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

**11-28-07**  
**Long Beach Water and Sewer Replacement**  
**Phase III**  
**Final Punch List**

**Work to be completed:**

- Remove all construction debris from entire project
- Remove all excess materials from entire project
- Insure all properties are served with both sewer and water
- Dress and shape all limestone roadways
- Install 6" valve at existing fire hydrant station 188+20 +/-
- Manhole 3-4, clean out sand and debris
- Install clean-out on 8" pipe going north from manhole 3-4
- Clean, dress, shape and apply erosion control to all disturbed areas on Beach Park
- Install riser on fire hydrant valve box, north east corner of Hwy 90 and Beach Park
- Manhole 3-7, clean out sand and debris
- Locate sewer service at station 205+90 +/-
- Manhole 3-8, clean out sand and debris
- Install double water service at station 208+40 +/-
- Install sealant in conduits of pump station 3.1
- Install curb-stop at service at station 3+00 on the west side of Azelea Avenue
- Remove limestone and apply erosion control at private property on northwest corner of Hwy 90 and English Village
- Insure proper flow in manhole 3-10
- Install missing step, manhole 3-11
- Install riser on water valve box at Richards Avenue
- Pour 5' sidewalk on east side on Richards Avenue
- Move sewer service cleanout out of sidewalk at station 1+35, east side of Richards Avenue
- Repair all leaks in manhole 3-12
- Install ram-neck under casting at manhole 3-13A
- Locate sewer service at station 225+75 +/-
- Install riser on east valve box at Hwy 90 and Ocean Wave
- Install step in manhole 3-15
- Cut off excess pipe and install step in manhole 3-17

Based upon the recommendation of Mr. Ball, Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve Final Acceptance, Katrina Water and Sewer Replacement, Phase 3, Onyx, Inc.; Change Order Number 1 (Final); Application for Payment Number 8 (Final); Consent to Surety to Final Payment; Contractor's Affidavit or Payment of Debts and Claims; Certificate of Substantial Completion; all as set forth above.

\*\*\*\*\*

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

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



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

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

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



May 1, 2008

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

**RE: Katrina Water & Sewer Replacement - Phase 2**  
**Final Acceptance - Onyx, Inc.**

Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I have received no indication of any problems regarding this contract from FEMA or MEMA, and I therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 2 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount decrease of (\$564,113.75). The final amount of the contract is \$3,005,404.75.
2. Application for Payment Number 12 (Final), in the amount of \$152,669.96, bringing the total of all payments to the full contract amount of \$3,005,404.75.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB: 1770-II  
Enclosures

O:\1770\1770 Ph 2\Re Final Acceptance Onyx, Inc.doc

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**CHANGE ORDER**

No. 2 FINAL

Dated 4/30/2008

---

Owner's Project No. \_\_\_\_\_ Engineer's Project No. 1770-II  
Project Katrina Water & Sewer Replacement - Phase 2  
Owner City of Long Beach

---

Contractor Onyx, Inc. Contract Date 11/08/06  
Contract For Entire Project

---

To: Onyx, Inc. Contractor:

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

Owner City of Long Beach  
By \_\_\_\_\_  
Date \_\_\_\_\_

---

Nature of the Change

1. Adjust contract quantities to reflect final completed work.

Enclosures:

---

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

Original Contract Price	\$ 3,555,466.75
Contract Price Prior to This Change Order	\$ 3,569,518.50
Net Decrease Resulting from this Change Order	\$ (564,113.75)
Current Contract Price Including This Change Order	\$ 3,005,404.75

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

Contract Time Prior to This Change Order	210	Calendar Days.
Net (Increase) (Decrease) Resulting From This Change Order	0	Calendar Days.
Current Contract Time Including This Change Order	210	Calendar Days.

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The Above Changes Are Approved:

A. Garner Russell & Associates, Inc.  
ENGINEER

by



Date

5/1/08

The Above Changes Are Accepted:

Onyx, Inc.

CONTRACTOR

by

Date

# Minutes of May 6, 2008

## Mayor and Board of Aldermen

PROJECT NO. 1770-II

ATTACHMENT TO CHANGE ORDER NO. 2 FINAL

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT EXTENSION	QUANTITY ADJUSTMENTS		ADJUSTED CONTRACT QUANTITY	EXTENSION THIS C.O.	EXTENSION ALL C.O.'S
					C.O. #1	TOTAL			
1-AB	8" FORCE MAIN	369	L.F. \$28.00	\$10,092.00	0	-82	287	-\$2,296.00	\$7,784.00
1-B	FORCE MAIN FITTINGS	09	TON \$2,250.00	\$202.50	0	-33	0	-\$2,146.00	\$1,105.00
1-D	CONNECT TO EXISTING FORCE MAIN	1	E.A. \$1,500.00	\$1,500.00	0	-1	0	-\$1,500.00	\$3,000.00
2-AA	REHAB PUMP STATION #2-1 (TRAUTMAN AVE.)	1	L.S. \$15,000.00	\$15,000.00	0	0	0	\$0.00	\$15,000.00
2-AB	REHAB PUMP STATION #2-3 (S. ISLAND VIEW AVE.)	1	L.S. \$15,000.00	\$15,000.00	0	0	0	\$0.00	\$15,000.00
2-AC	REHAB PUMP STATION #2-4 (BUENA VISTA DR.)	1	L.S. \$15,000.00	\$15,000.00	0	0	0	\$0.00	\$15,000.00
2-AE	REHAB PUMP STATION #2-5 (MARKHAM DR.)	1	L.S. \$40,000.00	\$40,000.00	0	0	0	\$0.00	\$40,000.00
2-BA	REPLACE PUMPS - PUMP STATION #2-1 (GIRARD AVE.)	1	L.S. \$16,000.00	\$16,000.00	0	0	0	\$0.00	\$16,000.00
2-BB	REPLACE PUMPS - PUMP STATION #2-2 (TRAUTMAN AVE.)	1	L.S. \$15,000.00	\$15,000.00	0	0	0	\$0.00	\$15,000.00
2-BC	REPLACE PUMPS - PUMP STATION #2-3 (S. ISLAND VIEW AVE.)	1	L.S. \$19,000.00	\$19,000.00	0	0	0	\$0.00	\$19,000.00
2-BD	REPLACE PUMPS - PUMP STATION #2-4 (BUENA VISTA DR.)	1	L.S. \$14,000.00	\$14,000.00	0	0	0	\$0.00	\$14,000.00
2-BE	REPLACE PUMPS - PUMP STATION #2-5 (MARKHAM DR.)	1	L.S. \$24,000.00	\$24,000.00	0	0	0	\$0.00	\$24,000.00
2-CA	REPLACE ELECTRICAL SYSTEM - PUMP STATION #2-1 (GIRARD AVE.)	1	L.S. \$6,000.00	\$6,000.00	0	0	0	\$0.00	\$6,000.00
2-CB	REPLACE ELECTRICAL SYSTEM - PUMP STATION #2-2 (TRAUTMAN AVE.)	1	L.S. \$6,000.00	\$6,000.00	0	0	0	\$0.00	\$6,000.00
2-CC	REPLACE ELECTRICAL SYSTEM - PUMP STATION #2-3 (S. ISLAND VIEW AVE.)	1	L.S. \$6,000.00	\$6,000.00	0	0	0	\$0.00	\$6,000.00
2-CD	REPLACE ELECTRICAL SYSTEM - PUMP STATION #2-4 (BUENA VISTA DR.)	1	L.S. \$6,000.00	\$6,000.00	0	0	0	\$0.00	\$6,000.00
2-CE	REPLACE ELECTRICAL SYSTEM - PUMP STATION #2-5 (MARKHAM DR.)	1	L.S. \$6,000.00	\$6,000.00	0	0	0	\$0.00	\$6,000.00
3-AA	8" SEWER PIPE 6'0" CUT	2,838	L.F. \$36.00	\$102,168.00	0	-126	2,712	-\$4,536.00	\$101,232.00
3-AB	8" SEWER PIPE 6'6" CUT	1,888	L.F. \$41.00	\$77,408.00	0	-314	1,574	-\$12,874.00	\$64,534.00
3-AC	8" SEWER PIPE 6'10" CUT	377	L.F. \$17,000.00	\$6,409.00	0	-393	70	-\$18,471.00	\$36,160.00
3-BA	10" SEWER PIPE 6'6" CUT	3,119	L.F. \$46.00	\$143,474.00	0	1,186	4,305	\$46,264.00	\$197,895.00
3-BB	10" SEWER PIPE 6'8" CUT	3,173	L.F. \$44.00	\$140,572.00	0	-568	2,605	-\$24,992.00	\$117,680.00
3-BC	10" SEWER PIPE 6'10" CUT	1,938	L.F. \$45.00	\$87,210.00	0	-307	1,631	-\$15,043.00	\$115,934.00
3-BD	8" DUCTILE IRON SEWER PIPE	200	L.F. \$30.00	\$6,000.00	0	-473	565	-\$26,115.00	\$31,075.00
3-CA	8" DUCTILE IRON SEWER PIPE	1,000	L.F. \$34.00	\$34,000.00	0	-60	140	-\$1,800.00	\$4,200.00
3-CB	8" MAIN LINE WYE	51	E.A. \$175.00	\$8,925.00	0	-2	49	-\$350.00	\$8,575.00
3-CA	8" SEWER SERVICE PIPE	1,245	L.F. \$15.00	\$18,675.00	0	-30	1,215	-\$450.00	\$18,225.00
3-BA	6" CLEANOUT ASSEMBLY	100	E.A. \$200.00	\$20,000.00	0	-18	82	-\$3,600.00	\$16,400.00
4-AA	MANHOLE 6'6" CUT	28	E.A. \$1,650.00	\$46,200.00	0	13	41	\$21,450.00	\$67,650.00
4-AB	MANHOLE 6'8" CUT	21	E.A. \$1,850.00	\$38,850.00	0	-9	12	-\$16,950.00	\$22,200.00
4-AC	MANHOLE 8'10" CUT	12	E.A. \$2,100.00	\$25,200.00	0	2	14	\$4,200.00	\$29,400.00
4-AD	MANHOLE 10'12" CUT	6	E.A. \$2,600.00	\$15,600.00	0	-4	2	-\$10,400.00	\$5,200.00
4-B	8" DROP MANHOLE RISER	20	VLF \$250.00	\$5,000.00	0	-13	7	-\$3,250.00	\$1,750.00
10-AA	4" WATER MAIN, PVC OR DUCTILE IRON	95	L.F. \$30.00	\$2,850.00	0	-58	37	-\$1,140.00	\$1,710.00
10-BA	6" WATER MAIN, PVC OR DUCTILE IRON	48	L.F. \$32.00	\$1,536.00	0	15	63	\$480.00	\$2,016.00
10-CA	8" WATER MAIN, PVC OR DUCTILE IRON	5,025	L.F. \$30.00	\$150,750.00	0	-176	4,849	-\$5,160.00	\$145,590.00
10-CB	8" WATER MAIN, DUCTILE IRON	370	L.F. \$45.00	\$16,650.00	0	-370	0	-\$16,650.00	\$0.00
10-DB	12" WATER MAIN, DUCTILE IRON	10,685	L.F. \$50.00	\$534,250.00	0	-160	10,525	-\$8,000.00	\$543,950.00
10-F	DUCTILE IRON FITTINGS	1770	TON \$4,500.00	\$79,650.00	0	-338	1,432	-\$11,685.00	\$75,000.00
12-A	4" GATE VALVE WITH BOX	2	E.A. \$500.00	\$1,000.00	0	0	2	\$0.00	\$1,000.00
12-B	6" GATE VALVE WITH BOX	28	E.A. \$650.00	\$18,200.00	0	-22	6	-\$14,300.00	\$3,900.00
12-C	8" GATE VALVE WITH BOX	30	E.A. \$900.00	\$27,000.00	0	-3	27	-\$2,700.00	\$24,300.00
12-E	12" GATE VALVE WITH BOX	2	E.A. \$1,500.00	\$3,000.00	0	-3	29	-\$4,500.00	\$43,800.00
13-E	CONNECT TO EXISTING FITTING OR STUB	22	E.A. \$1,500.00	\$33,000.00	0	-3	19	-\$2,850.00	\$14,250.00
13-F	LOCATE AND DISCONNECT EXISTING WATER MAIN	8	E.A. \$3,750.00	\$30,000.00	0	13	18	\$9,750.00	\$13,600.00
13-G	REMOVE EXISTING FIRE HYDRANT	8	E.A. \$4,500.00	\$36,000.00	0	-2	16	-\$500.00	\$4,000.00
14-A	FIRE HYDRANT WITH VALVE 8" BURY	13	E.A. \$2,000.00	\$26,000.00	0	-37	11	-\$9,250.00	\$2,750.00
14-B	FIRE HYDRANT WITH VALVE 8" BURY	1	E.A. \$2,100.00	\$2,100.00	0	3	16	\$6,000.00	\$22,000.00
14-C	FIRE HYDRANT WITH VALVE 8" BURY	1	E.A. \$2,100.00	\$2,100.00	0	0	0	\$0.00	\$2,100.00
15-A	8" SERVICE SADDLE	13	E.A. \$150.00	\$1,950.00	0	-3	10	-\$6,000.00	\$22,000.00
15-BA	12" SERVICE SADDLE	67	E.A. \$2,000.00	\$134,000.00	0	-3	64	-\$4,500.00	\$99,500.00
15-CA	3/4" CORPORATION STOP	84	E.A. \$2,000.00	\$168,000.00	0	-24	30	-\$4,800.00	\$69,000.00
15-BA	1" CORPORATION STOP	92	E.A. \$45.00	\$4,140.00	0	-30	62	-\$1,350.00	\$2,790.00
15-BC	1-1/2" CORPORATION STOP	31	E.A. \$100.00	\$3,100.00	0	-5	0	-\$500.00	\$1,600.00
15-CA	3/4" CURB VALVE W/METER BOX	154	E.A. \$65.00	\$10,010.00	0	-80	74	-\$5,200.00	\$4,810.00

# Minutes of May 6, 2008 Mayor and Board of Aldermen

PROJECT NO. 1770-II

ATTACHMENT TO CHANGE ORDER NO. 2 FINAL

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT EXTENSION	QUANTITY ADJUSTMENTS			TOTAL	ADJUSTED CONTRACT QUANTITY	EXTENSION THIS C.O.	EXTENSION ALL C.O.'S
					C.O. #1	C.O. #2	C.O. #3				
15-CB	1" CURB VALVE W/METER BOX	10	\$85.00	\$850.00	0	18	18	18	18	\$1,530.00	\$2,380.00
15-CC	1-1/2" CURB VALVE W/METER BOX	3	\$75.00	\$225.00	0	-1	-1	-1	4	-\$75.00	\$700.00
15-D	3" WATER TUBING	3	\$275.00	\$825.00	0	-16	-16	-16	15	-\$4,275.00	\$675.00
15-E	4" SERVICE TUBING	1,435	\$45.25	\$65,331.25	0	-77	-77	-77	1,418	-\$65,326.25	\$11,698.50
15-F	4" SERVICE TUBING	335	\$45.50	\$15,232.50	0	685	685	685	1,020	\$46,322.50	\$61,555.00
15-G	1-1/2" SERVICE TUBING	20	\$90.00	\$1,800.00	0	-20	-20	-20	0	-\$1,800.00	\$0.00
15-H	JACK WATER SERVICE	35	\$500.00	\$17,500.00	0	-35	-35	-35	0	-\$17,500.00	\$0.00
15-I	LOCATE AND CONNECT TO EXISTING WATER SERVICE	143	\$150.00	\$21,450.00	0	-139	-139	-139	4	-\$20,850.00	\$600.00
16-AA	ENCASMENT FOR 8" WATER MAIN (JACK & BORE METHOD)	50	\$300.00	\$15,000.00	0	0	0	0	50	\$15,000.00	\$15,000.00
16-AB	ENCASMENT FOR 12" WATER MAIN (JACK & BORE METHOD)	140	\$325.00	\$45,500.00	0	0	0	0	140	\$45,500.00	\$45,500.00
16-BA	ENCASMENT FOR 8" GRAVITY SEWER MAIN (JACK & BORE METHOD)	60	\$325.00	\$19,500.00	0	-80	-80	-80	0	-\$26,000.00	\$0.00
16-BB	ENCASMENT FOR 10" GRAVITY SEWER MAIN (JACK & BORE METHOD)	150	\$350.00	\$52,500.00	0	-30	-30	-30	120	-\$10,500.00	\$42,000.00
20-A	PIPE FOUNDATION MATERIAL	824	\$25.00	\$20,600.00	0	-824	-824	-824	0	-\$20,600.00	\$0.00
20-B	SELECT SANDY BACKFILL	937	\$25.00	\$23,425.00	0	-937	-937	-937	0	-\$23,425.00	\$0.00
20-C	GEOTEXTILE FABRIC	250	\$30.00	\$7,500.00	0	202.6	202.6	202.6	462.6	\$6,078.00	\$13,578.00
22-A	LIMESTONE ROAD BASE RESTORATION	19,129	\$16.00	\$306,064.00	0	-8563	-8563	-8563	10,566	-\$137,008.00	\$169,056.00
22-B	8" HOT BITUMINOUS BASE COURSE (19.0 MM MIXTURE)	4,860	\$40.00	\$194,400.00	0	-351	-351	-351	5,211	-\$14,040.00	\$208,440.00
22-C	2" HOT BITUMINOUS SURFACE COURSE (9.5 MM MIXTURE)	19,129	\$11.50	\$219,983.50	0	-13918	-13918	-13918	5,211	-\$160,067.00	\$59,916.50
22-DA	CONCRETE SIDEWALK RESTORATION	2,091	\$50.00	\$104,550.00	0	-103.4	-103.4	-103.4	1,987.6	-\$5,170.00	\$99,379.50
22-DB	CONCRETE DRIVE RESTORATION	1642	\$50.00	\$82,100.00	0	96.79	96.79	96.79	1,638.79	\$81,933.00	\$164,033.00
22-DC	CONCRETE CURB & GUTTER RESTORATION	5460	\$20.00	\$109,200.00	0	517.5	517.5	517.5	6,077.5	\$123,567.00	\$232,767.00
22-E	SAWCUT JOINT	6,555	\$3.00	\$19,665.00	0	-6,289	-6,289	-6,289	266	-\$19,397.00	\$768.00
22-F	GRANULAR DRIVE RESTORATION	350	\$20.00	\$7,000.00	0	-350	-350	-350	0	-\$7,000.00	\$0.00
22-G	FENCE RESTORATION	210	\$12.00	\$2,520.00	0	-210	-210	-210	0	-\$2,520.00	\$0.00
22-HA	12" OR 15" RCOP CULVERT	408	\$45.00	\$18,360.00	0	-408	-408	-408	0	-\$18,360.00	\$0.00
22-HB	15" RCOP CULVERT	244	\$75.00	\$18,300.00	0	-244	-244	-244	0	-\$18,300.00	\$0.00
22-HC	24" RCOP CULVERT	108	\$75.00	\$8,100.00	0	284	284	284	482	\$35,700.00	\$43,800.00
22-HD	30" RCOP CULVERT	56	\$66.00	\$3,696.00	0	-104	-104	-104	0	-\$6,864.00	\$0.00
22-HE	36" X 15" RCOP CULVERT	24	\$66.00	\$1,584.00	0	-56	-56	-56	0	-\$3,696.00	\$0.00
22-HJ	VEGETATIVE COVER	3.7	\$35.00	\$129.50	0	-24	-24	-24	0	-\$840.00	\$0.00
22-I	SOLID GOD	350	\$2,500.00	\$875,000.00	0	-21	-21	-21	349	-\$525.00	\$874,475.00
22-K	RIP-RAP SLOPE PROTECTION	250	\$6.00	\$1,500.00	0	-350	-350	-350	0	-\$2,100.00	\$0.00
22-L	EXCEL SIOR BLANKET	250	\$4.00	\$1,000.00	0	-250	-250	-250	0	-\$1,000.00	\$0.00
23-A	MAINTENANCE OF TRAFFIC	1	\$50,000.00	\$50,000.00	0	-236.7	-236.7	-236.7	13.3	-\$9,468.00	\$55,200.00
24-B	STORM WATER MANAGEMENT	1	\$45,000.00	\$45,000.00	0	0	0	0	1	\$0.00	\$45,000.00
CO1-1	PUMP STATION PIPING	0	\$2,810.35	\$0.00	5	0	5	5	5	\$0.00	\$14,951.75
				\$3,555,466.75						-\$564,113.75	\$3,005,404.75

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

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

*AIA Document G706*

(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:

*(Name and address)*

City of Long Beach  
P.O. Box 939  
Long Beach, MS 39560

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: *construction*

PROJECT:

*(Name and address)*

Katrina Water & Sewer Replacement  
Phase 2 - Us Hwy 90 - Western City Limits  
to Girard Avenue, Long Beach, MS

CONTRACT DATED: *11-8-06*

STATE OF: *Alabama*

COUNTY OF: *Jefferson*

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate attachment:  yes  no

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

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

CONTRACTOR:

*(Name and address)*

*Onyx, Inc.  
1240 Powder Plant Rd SW  
Bessemer, AL 35022*

BY:

*(Signature of authorized representative)*

*Tom Hale, V.P.*  
*(Printed name and title)*

Subscribed and sworn to before me on this date: *4-25-08*

Notary Public

*(Signature of Notary Public)*  
*Janury Johnson*

My Commission Expires: *11-22-09*



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



**AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**  
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G706—1994

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

**CONSENT OF SURETY  
TO FINAL PAYMENT**  
*AIA DOCUMENT G707*

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

TO OWNER  
(Name and address)  
THE CITY OF LONG BEACH, MISSISSIPPI  
P.O. BOX 929  
LONG BEACH, MS 39560

ARCHITECT'S PROJECT :

CONTRACT FOR: Construction

PROJECT: Contract- Katrina Water & Sewer  
(Name and address) Replacement- Phase 2- US Hwy 90-  
Western City Limits to Girard Avenue

CONTRACT DATED: 11/08/2006

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety)  
INSURANCE COMPANY OF THE WEST  
11455 EL CAMINO REAL  
SAN DIEGO, CA 92130-2045 , SURETY,

on bond of  
(here insert name and address of Contractor)  
ONYX, INC.  
1240 POWDER PLANT ROAD SW  
BESSEMER, AL 35022 , CONTRACTOR,

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

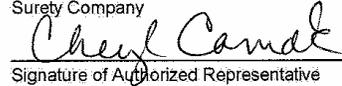
THE CITY OF LONG BEACH, MISSISSIPPI  
P.O. BOX 929  
LONG BEACH, MS 39560 , OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this 25th day of April, 2008  
(Insert in writing the month following by the numeric date and year)

INSURANCE COMPANY OF THE WEST

Surety Company

  
Signature of Authorized Representative

Attest:  
Seal

CHERYL CAMAK, Attorney-in-Fact  
(Printed name and Title)

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

No. 0004037

**ICW GROUP**  
**Power of Attorney**  
**Insurance Company of the West**  
**Explorer Insurance Company      Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

T. GARY FITTS, J. DAVID FITTS, R. FORREST FITTS, CHARLES F. HORTON, JR.,  
TIMOTHY L. DONAHUE, BRENDA HAYWORTH, CHERYL CAMAK

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



Jeffrey D. Sweeney, Assistant Secretary

State of California }  
County of San Diego } ss.

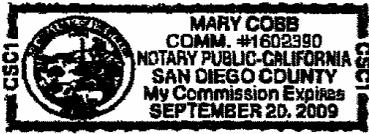
**INSURANCE COMPANY OF THE WEST**  
**EXPLORER INSURANCE COMPANY**  
**INDEPENDENCE CASUALTY AND SURETY COMPANY**

J. Douglas Browne, Senior Vice President

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Mary Cobb, Notary Public

**RESOLUTIONS**

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 25th day of April, 2008.

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

# Minutes of May 6, 2008 Mayor and Board of Aldermen

1770.D x2

GR	
JC	
JO	✓
DR	
SB	✓
DB	✓
JaO	
Do	✓
F	

## CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach  
Katrina Water & Sewer Replacement Phase 2

DATE OF ISSUANCE October 22, 2007

OWNER City of Long Beach

OWNER'S Contract No. \_\_\_\_\_

CONTRACTOR Onyx, Inc. ENGINEER A. Garner Russell & Associates, Inc.

DO, STOP  
DATE AS OF  
SUBST. COMPLETION  
DATE

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach  
OWNER

And To Onyx, Inc.  
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

September 21, 2007  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 60 days of the above date of Substantial Completion.

EJDC No. 1910-8-D (1990 Edition )  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: Complete Attachment "A"

The following documents are attached to and made a part of this Certificate:

Punchlist

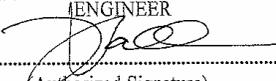
*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 11/2, 2007

A. Garner Russell & Associates, Inc.

ENGINEER

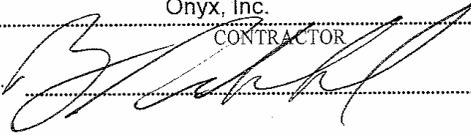
By: 

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 11/7, 2007

Onyx, Inc.

CONTRACTOR

By: 

OWNER accepts this Certificate of Substantial Completion on 11/6, 2007

City of Long Beach

OWNER

By: 

(Authorized Signature)

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

**Long Beach Katrina Water and Sewer Replacement**  
**Contract II**  
**Final Punch List**

**Surface Items:**

- Clean up all construction debris
- Clean up all excess materials
- Insure all sewer service cleanouts are cut to grade
- Insure that all streets have been re-graded with limestone to allow for proper traffic passage
- Return all castings, valves, valve boxes and fire hydrants to city
- Install water meter box at 98 Shelter Rock
- Repair asphalt transition at Troutman
- Raise fire hydrant at Troutman and Highway 90 to proper grade
- Repair 12" drain at West Ave
- Remove sand and debris from gutter on Runnels
- Install sewer service on Runnels station 4+50
- Install water service at 562 Runnels
- Repair catch basin on east side of Beach View
- Plug and grout force main at manhole 48
- Install water service station 4+00 Sea Oaks
- Install double water service station 2+50 Sea Oaks
- Install sewer service at station 1+60 Sea Oaks
- Install sewer service at station 1+50 South Seashore
- Tie in 2 6" water lines at Pitcher Point

**Manholes:**

- Manhole # 3, clean debris from north invert
- Manhole #44, clean debris from invert
- Manhole # 11, clean debris from invert
- Manhole # 12, clean debris from invert
- Manhole #15, repair all leaks
- Manhole # 20, repair leak in joint
- Manhole # 21, repair all leaks and clean out debris
- Manhole # 49, repair leak in joint
- Manhole #50, repair leak in joint
- Manhole #53, add one step
- Manhole #54, repair all leaks
- Manhole #55, repair all leaks and remove debris from invert, insure proper flow
- Manhole #28, install casting riser ring
- Manhole # 29A, install 8" stubout to north

**Pump Stations**

- Troutman  
Replace float not operating properly

Based upon the recommendation of Mr. Ball, Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve final acceptance, Katrina Water and Sewer Replacement, Phase 2 Contract, Onyx, Inc.; Change Order Number 2 (Final); Application for Payment Number 12 (Final); Consent of Surety to Final Payment; Contractor's Affidavit of Payment of Debts and Claims; Certificate of Substantial Completion; all as set forth above.

\*\*\*\*\*

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

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

Hire Recruit Dispatch Rachael Corrin, PS-1, effective May 16, 2008;

Hire Recruit Dispatch Paul Reed, Jr., PS-1, May 16, 2008;

Hire Patrol Office 1<sup>st</sup> Class Alan L. Bond, PS-10-B, effective May 16, 2008;

Accept resignation, Sergeant Stephen Johnson, effective April 30, 2008;

Acknowledge with regret the retirement of Commander Dee A. Schultz effective May 31, 2008, with twenty-five years service;

Acknowledge with regret the retirement of Records Clerk Linda Shiyou effective April 30, 2008;

Step Increase, 2<sup>nd</sup> Class Dispatcher Meghan Goepel, PS-3-Basic, effective June 16, 2008;

Step Increase, 1<sup>st</sup> Class Patrol Ray Bell, PS-12-IV, effective June 1, 2008.

\*\*\*\*\*

There came on for consideration cleaning of the cemetery and enforcement of Ordinance Number 471, establishing the rules and regulations for the operation of the cemetery. The Clerk reported that there are numerous problems at the cemetery with the placement of additional ornaments on and around gravesites.

After considerable discussion, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried authorizing the Clerk to post public notice in the newspaper, and other public places, that the City will commence cleaning of the cemetery in thirty (30) days, advising the public to remove their personal property from the premises. Items remaining at the cemetery upon the commencement of cleaning will be retained by the City for a period not to exceed thirty (30) days and then disposed of accordingly.

\*\*\*\*\*

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

**CERTIFICATE OF COVERAGE**

*Issued to:*

**LONG BEACH CITY CLERK**

*The Mississippi Tort Claims Board has reviewed your plan of coverage against exposure of risks as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. The Board is of the opinion that your plan meets the requirements of Section 11-46-17, Chapter 46, Title 11, Mississippi Code 1972, as amended. This Certificate shall expire at the end of one(1) year from the issued date hereof or the ending date of any policy or policies of insurance that may have been purchased.*

*Issued this the 10th day of April, 2008.*

**Mississippi Tort Claims Board**

  
Greg Hardy, Administrator

\*\*\*\*\*

Discussion was held regarding an appointment to the Long Beach Civil Service Commission upon the June 1, 2008, expiration of the position held by Jimmy Johnson.

After considerable discussion, Alderman Anderson made motion seconded by Alderman Notter and unanimously carried to appoint Ronald J. Gross, June/2008-June/2014, expressing their appreciation and gratitude to Jimmy Johnson for his years of dedicated service.

\*\*\*\*\*

**Minutes of May 6, 2008  
Mayor and Board of Aldermen**

There came on for consideration an application and resolution submitted by Triton Systems, Inc., for Ad Valorem Tax Exemption.

After considerable discussion, Alderman Lishen made motion seconded by Alderman Holder and unanimously carried to deny the request for ad valorem tax exemption.

\*\*\*\*\*

There came on for consideration the matter of "growth" in the City of Long Beach and discussion was held regarding the feasibility of appointing a development commission for the City.

After considerable discussion and debate, Alderman Notter made motion seconded by Alderman Holder and unanimously carried to schedule a work session, Tuesday, June 10, 2008, at 5:30 p.m. to further explore the possibilities.

Additional discussion was held regarding the merchant sign at the foot of Jeff Davis Avenue, however, no formal action was required or taken.

\*\*\*\*\*

There was an update on the status of placing the flagpole and refurbishing the memorial guns at the foot of Jeff Davis Avenue.

\*\*\*\*\*

The Mayor recognized the City Attorney for his report and action was taken as follows:

**ORDINANCE NO. 555**

**AN ORDINANCE TO ENLARGE, EXTEND AND DEFINE THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND TO DESCRIBE PROPOSED IMPROVEMENTS AND SERVICES FOR THIS ANNEXATION AREA**

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN (herein the Governing Authority OF THE CITY OF LONG BEACH, in the First Judicial District of Harrison County, Mississippi, as follows:

SECTION 1. WHEREAS, R.W. Day Development LLC, a Louisiana limited liability company of Baton Rouge, Louisiana, by virtue of Warranty Deed from Monarch Development Company, L.L.C. dated September 28, 2006, recorded in the Land Deed Records of the First Judicial District of Harrison County, Mississippi, as

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

Instrument No. 2006-9117 D-J1 is vested with ownership, right to possession and title to certain real property adjoining the present western boundary line of the City of Long Beach, which parcel constitutes a part of the property hereby sought to be annexed and incorporated into the boundary lines and corporate limits of the City of Long Beach, and John R. Lankford of Pass Christian, Mississippi, by virtue of Warranty Deed from Arthur T. Bazzell, Executor for the Estate of Cecil Ray Bazzell, A/K/A Ray Bazzell, deceased, dated March 4, 2008, recorded in the Land Deed Records of the First Judicial District of Harrison County, Mississippi, as Instrument No. 2008-2018-D-J1, is vested with ownership, right to possession and title to certain real property adjoining the present northern boundary line of the City of Long Beach, which parcel constitutes a part of the property hereby sought to be annexed and incorporated into the boundary lines and corporate limits of the City of Long Beach, and Coast Investments, Inc. and The Schrogin and Harber 1996 Trust, by virtue of Warranty Deed from Oasis Condominiums, Inc. dated October 13, 1998, recorded in the Land Deed Records of the First Judicial District of Harrison County, Mississippi, in Book 1478 at Page 299, and by virtue of Warranty Deed from Coast Investments, Inc. and Clifford Frisby, Individually, dated April 6, 2001 and recorded in the as Instrument No. 2001-3099 D-J1, respectively, are vested as tenants in common with ownership, right to possession and title to certain real property adjoining the present northern boundary line of the City of Long Beach, which parcel constitutes a part of the property hereby sought to be annexed and incorporated into the boundary lines and corporate limits of the City of Long Beach, and including the rest of the property hereby sought to be annexed and incorporated into the boundary lines and corporate limits of the City of Long Beach; and

SECTION 2. WHEREAS, the Governing Authority finds and adjudicates that the annexation of the subject property is important to the development of the City for municipal purposes and for overall public welfare, and that annexation by the City of

**Minutes of May 6, 2008**  
**Mayor and Board of Aldermen**

said property would be conducive to planned commercial and residential development and will benefit the property owners, the City, and the citizens of Long Beach and adjoining areas; and

SECTION 3. WHEREAS, the annexation territory in its present form is totally uninhabited and the Governing Authority finds that at this time no individual rights, voting rights or school district interests shall be presently affected by this annexation, though the Governing Authority is advised that the intended development of the annexation territory is for commercial and residential purposes and in the future, voting rights as well as school district interests will be affected, and that extension of municipal services and facilities to the area is needed to improve the commercial opportunities and the residential opportunities and availability of housing in the area and in the entire City of Long Beach; and

SECTION 4. WHEREAS, economic development of the property annexed and of the properties of other landowners in the vicinity of the annexation area in particular, and of the citizens of Long Beach as a whole, shall increase economic development opportunities for all citizens of Long Beach, and the construction of commercial buildings and of residential dwelling houses in the area annexed shall provide much needed additional housing opportunities and job opportunities for the citizens of the City of Long Beach; and

SECTION 5. WHEREAS, the Governing authority finds that the private owners of property in the proposed annexation area have agreed in writing with the City of Long Beach to the annexation of said properties, and that such annexation is reasonable and required by the public convenience and necessity and shall result in improvement; and

SECTION 6. The Governing Authority therefore adjudicates that the corporate boundaries and limits of the City of Long Beach, in the First Judicial District of Harrison

**Minutes of May 6, 2008**  
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County, Mississippi, be and they are hereby extended and enlarged so as to embrace the following described additional lands and territory in the First Judicial District of Harrison County, Mississippi, to-wit:

**LEGAL DESCRIPTION OF AREA BEING ANNEXED:**

Parcels of land lying and being situated in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

**PARCEL NO. 1:** (R.W. Day Development LLC Parcel)

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

Lots 24, 25, 28, 39, 40, 43, 44, and 45, Andrews Land Company Subdivision; and those portions of Lots 26 and 27, Andrews Land Company Subdivision which lie North of Canal Number 3, as per the map or plat thereof on file and of record in the office of the Chancery Clerk for the First Judicial District of Harrison County, Mississippi; and

North one-half (N ½ ) of Blocks (Lots) 8 & 10, Andrews Land Company Subdivision as per plat thereof of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, less and except the East 242 feet of the North 180 feet of Block (Lot) 8, Andrews Land Company Subdivision, Section 4, Township 8 South, Range 12 West, First Judicial District, Harrison County, Mississippi

**PARCEL NO. 2:** (Oasis Investments, Inc. and The Schrogin and Harber 1996 Trust Parcel)

Beginning at a point on the east line of the SW ¼ of the SW ¼ of Section 36, Township 7 South, Range 12 West, Harrison County, Mississippi where it intersects the north margin of 28<sup>th</sup> Street thence run S89°40'04"W along the north margin of 28<sup>th</sup> Street for a distance of 235.01 feet; thence N00°09'10"E a distance of 1242.63 feet; thence N89°56'57"W a distance of 1095.22 feet to a point on the east margin of North Klondyke Road; thence N00°06'34"W along the east margin of North Klondyke Road for a distance of 60 feet; thence S89°56'57"E a distance of 1330.50 feet; thence S00°09'10"W a distance of 1301.06 feet to the Point of Beginning.

Said parcel contains 8.53 acres more or less and is made subject to a 60' easement along the north portion as described:

Commencing at a point on the east line of the SW ¼ of the SW ¼ of Section 36, Township 7 South, Range 12 West, Harrison County, Mississippi where it intersects the north margin of 28<sup>th</sup> Street thence run S89°40'04"W along the north margin of 28<sup>th</sup> Street for a distance of 235.01 feet; thence N00°09'10"E a distance of 1242.63 feet to the Point of Beginning; thence N89°56'57"W a distance of 1095.22

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feet to a point on the east margin of North Klondyke Road; thence N00°06'34"W along the east margin of North Klondyke Road for a distance of 60 feet; thence S89°56'57"E a distance of 1095.50 feet; thence S00°09'10"W a distance of 60 feet to the Point of Beginning.

And

PARCEL NO. 3: (John R. Lankford parcel)

Lots 3 & 4, Block 32, Cox Subdivision, Sec. 35-7-12 SE ¼ as per record plat.

SECTION 7. The entire boundary and corporate limits of the City of Long Beach, Mississippi, as enlarged, modified, extended and fixed by this Ordinance to include the property hereinabove described in Section 6, shall be defined and described as a whole, as follows, to-wit:

**LEGAL DESCRIPTION (OVERALL BOUNDARY  
LINE OF ENLARGED CITY OF LONG BEACH):**

Beginning at a point 5,000 feet South, 28 degrees East of the Southeast corner of Lot #7 of the Gottschalk's Survey, said point of beginning being the Southwest corner of the corporate limits of the City of Gulfport; thence Westerly parallel with and 5,000 feet distant from the shore line of the Mississippi Sound or Gulf of Mexico to its intersection with the Southerly extension of the Eastern line of Section 21, Township 8 South, Range 12 West, if the same were regularly surveyed in government sections, townships and ranges; thence North along said Eastern line of said Section 21 to the Northern margin of the right-of-way of the Louisville and Nashville Railroad Company; thence continue North along said section line to the Northeast corner of said Section 21; thence Westerly along the North line of said Section 21 to the Southwest corner of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 16, Township 8 South, Range 12 West; thence Northerly along the West line of said East 1/2 of the East 1/2 and along the West line of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 16 to the North line of said Section 16; thence Westerly along said North line of Section 16 a distance of 1987.13 feet, more or less, to the North mid-section corner of Section 16; thence Northerly along the North-South mid-section line of Section 9 a distance of 2591.28 feet, more or less, to the South margin of Pineville Road; thence Westerly along said South margin of Pineville Road to the West line of said Section 9; thence Northerly along the West line of said Section 9 to the centerline of a drainage canal known and designated as County Canal Number 3; thence Easterly following the meanderings of said Canal Number 3 to its intersection with the South line of the North 1/2 of the North 1/2 of the Northeast 1/4 of said Section 9; thence Easterly along said South line to the East line of said Section 9; thence northerly along said east line of Section 9 to the centerline of Canal Number 3 as presently constructed; thence southwesterly following the meanderings of Canal Number 3 a distance of 1450 feet more or less to the southerly extension of the east margin of an unimproved right-of-way sometimes known as Wisewood Lane, also being the west line of Block 9, Andrew's Land Company's Subdivision of the SE ¼ of Section 4 and The Fractional Part of the NE ¼ of Section 10 (sic), T. 8S, R. 12W; thence continue southwesterly following the meanderings of Canal Number 3 as presently

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constructed a distance of 1806 feet more or less to the intersection of the South line of Block 40, said Andrew's Land Company Subdivision; thence Southwest along said South line of Block 40 and Block 43 a distance of 920.77 feet to the East margin of a 30 foot roadway; thence North along said East margin a distance of 2009.83 feet to the north corner of Block 45 of said Andrew's Land Company Subdivision; thence Easterly along the Northern line of said Block 45 a distance of 651.09 feet to the Northeast corner of said Block 45; thence South along the Eastern line of said Block 45 a distance of 659.89 feet to the Southeast corner of said Block 45, said point being on the Northern margin of a 30 foot roadway sometimes known as Prattwood Lane; thence continue South a distance of 30 feet to the Southern margin of said roadway, said point being the Northwest corner of Block 39 of said Andrew's Land Company Subdivision; thence Easterly along the said Southern margin of Prattwood Lane a distance of 1332.78 feet to the Northeast corner of Block 28 of said Andrew's Land Company Subdivision; thence Northerly a distance of 30 feet to the Southwest corner of Block 24 of said Andrew's Land Company Subdivision, said point being on the Northern margin of said Prattwood Lane; thence Northerly along the Western line of said Block 24 a distance of 663.74 feet to the Northwest corner of Block 24; thence Easterly along the Northern line of said Block 24 a distance of 644.33 feet to the said East margin of Wisewood Lane; thence Easterly a distance of 30 feet to the Northwest corner of Block 10 of said Andrew's Land Company Subdivision; thence easterly along said north line of said Block 10 and the north line of Block 8 of said Andrew's Land Company Subdivision a distance of 1,043.21 feet; thence South a distance of 179.29 feet; thence Easterly a distance of 271 feet more or less to the East line of Section 4, Township 8 South, Range 12 West, Harrison County, Mississippi; thence Northerly along the East line of said Section 4, Township 8 South, Range 12 West to a point on the south margin of 28<sup>th</sup> Street, approximately 25 feet south of the Northeast corner of said Section 4; thence westerly 25 feet, more or less, to the southwest corner of the intersection of Beatline Road with 28<sup>th</sup> Street; thence northerly 25 feet, more or less, to the centerline of 28<sup>th</sup> Street; thence westerly along said centerline of 28<sup>th</sup> Street 468 feet, more or less, to the southerly extension of a line drawn parallel with and 453.47 feet west of the west margin of Beatline Road; thence northerly parallel with said west margin of Beatline Road 328.21 feet, more or less, to the north line of Lot 4, Block 4, Cox's Subdivision of the E 1/2 of the SE 1/4 of Section 32, Township 7 South, Range 12 West, Harrison County, Mississippi; thence S 89° 57' 18" E along said north line of Lot 4 a distance of 300.0 feet to a point 153.47 feet west of the west margin of Beatline Road; thence south parallel with Beatline Road 150.0 feet; thence east parallel with said north line of Lot 4 a distance of 193.47 feet to the centerline of Beatline Road; thence south along said centerline 153 feet, more or less, to the north margin of 28<sup>th</sup> Street; thence east 40 feet to the northeast corner of the intersection of Beatline Road and 28<sup>th</sup> Street; thence south 25 feet to the North line of Section 3, Township 8 South, Range 12 West, Harrison County Mississippi; thence Easterly along the North line of Section 3 and Section 2 to a point, said point being the intersection of the southerly extension of the west line of Lot 4, Block 32, Cox Subdivision, Section 35, Township 7 South, Range 12 West, Harrison County, Mississippi with North line of Section 2; thence northerly along said southerly extension a distance of 25 feet, more or less, to a point on the north margin of 28<sup>th</sup> Street at the southwest corner of said Lot 4, said point also being on the east margin of a 25 foot alley; thence continue Northerly along said east margin a distance of 647.5 feet to the northwest corner of Lot 3, Block 32, of said Cox's Subdivision; thence Easterly along said North lot line a distance of 657.7 feet to a point on the west margin of North Klondyke Road; thence Southerly along said west margin a distance of 647.5 feet to a point on said north margin of 28<sup>th</sup> Street; thence continue Southerly a distance of 25 feet

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more or less to the said North line of Section 2; thence Easterly along the said North line of Section 2 and Section 1, Township 8 South, Range 12 West to a point, said point being 235.01 feet west of the east line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 36, Township 7 South, Range 12 West; then Northerly along a line parallel with the east line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 36 a distance of 25' more or less to the north margin of 28<sup>th</sup> Street; thence continue N 00° 09' 10" E a distance of 1302.63 feet; thence S 89° 56' 57" E a distance of 235.01 feet; thence S 00° 09' 10" W along the east line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 36 a distance of 1301.06 feet to a point on the north margin of 28<sup>th</sup> Street, thence Southerly a distance of 25 feet more or less to the North line of Section 1, Township 8 South, Range 12 West; thence Easterly along said North line of Section 1 to the North mid-section corner of said Section 1, said point also being the Northwest corner of the U.S. Naval Reservation; thence Southerly along the North-South mid-section line to the center of said Section 1; thence Easterly and Southeasterly along the Western boundary of the U.S. Naval Reservation to the Southeast corner of Section 1, which point is also on the Western Corporate limits of the City of Gulfport; thence Southerly, Northeasterly and Southeasterly along the Western Corporate limits of the City of Gulfport, said corporate limits line being more particularly described as follows:

From the last described point; thence Southerly along the East line of Section 12, Township 8 South, Range 12 West, to the North line of the Widow N. Ladner Claim; thence Northeasterly along said North line to the Northeast corner of said Widow N. Ladner Claim; thence Southeasterly along the East line thereof to the North line of the Claude Ladner Claim; thence Northeasterly along said North line to the East line of Lot #7 of the Gottschalk's Survey; thence Southeasterly along said East line to the Southeast corner of said Lot #7; thence South 28 degrees East 5,000 feet to the Point of Beginning, and there terminating.

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SECTION 8. The proposed improvements to be made, and/or extended in and to the said annexed territory shall be completed where needed and economically feasible, as new development shall require, and in accordance with regulations for new development generally imposed upon the property owners, and shall include the following:

- (a) Prepare and adopt appropriate land use, zoning and environmental regulations to preserve and protect the public health, safety and welfare, and to promote orderly and compatible use and development of undeveloped properties, as quickly as good planning procedures allow the annexation territory to be incorporated within the City of Long beach Comprehensive Zoning Ordinance, and within a period not to exceed nine (9) months after the effective date of annexation;
- (b) Develop an amended Master Plan for capital improvements within municipal boundaries that include the annexed area within a period not to exceed eighteen (18) months;
- (c) Provide an adequate water supply for potable and firefighting purposes; and expand and extend water utility services or encourage such expansion by private utility providers with exclusive certificates of convenience and necessity within a period not to exceed five (5) years;
- (d) Develop and interconnect, or encourage certified private utility providers to develop and interconnect sewerage collector systems to the Harrison County Wastewater Management District sewer interceptors as access to said collection system is available, and where

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necessary and economically feasible, and as development may occur within a period not to exceed five (5) years.

SECTION 9. The City of Long Beach proposes to render municipal or public services beginning twenty (20) days after the effective date of this Ordinance, or as soon thereafter as otherwise provided, to the extent needed and economically feasible, as follows:

- (a) Police Protection;
- (b) Fire Protection;
- (c) Maintenance of drainage facilities already installed or subsequently installed and constructed appurtenant to property development;
- (d) Garbage pickup and removal as soon as development may require such services;
- (e) Maintenance of public streets at such time as the same may be constructed by the property owner, and/or a governmental unit, and dedicated and accepted according to City standards; and
- (f) All rights and privileges extended to property owners of the City of Long Beach, and the use and benefits of all municipal services and facilities furnished all present property owners and citizens of the municipality of the City of Long Beach shall be extended to the enlarged area to the extent needed and economically feasible.

SECTION 10. The City of Long Beach, by its Mayor and City Attorney are hereby directed to file a Petition to Confirm this Ordinance in the Chancery Court of the First Judicial District of the County of Harrison, State of Mississippi, which Petition shall recite the fact of the adoption of this Ordinance and the approval of the owners of private property to be annexed, to have the territory included within the boundaries and limits of the City of Long Beach, and shall

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respectfully demand the Court to enter its Order approving, ratifying and confirming the enlargement and extension of the municipal boundaries and limits of the City of Long Beach, Mississippi, as herein fixed and determined. Said Petition shall have attached thereto a certified copy of this Ordinance and a plat or map showing the boundaries of the area or territory unto which the municipal corporate boundaries and limits are hereby extended and enlarged, and also the boundaries of the City of Long Beach, Mississippi, as they shall exist in the event such enlargement and annexation shall become effective. The Mayor and City Attorney of the City of Long Beach shall, to the extent required by the laws of the United States of America, seek ratification and approval of this Ordinance of incremental annexation by the United States Department of Justice, or such other branch of the United States Government as may be required by laws of the United States of America.

SECTION 11. This Ordinance shall become effective after passage of ten (10) days after the date that a decree, judgment or order ratifying, approving and confirming the enlargement and annexation of boundaries of the City of Long Beach, Mississippi, as adopted herein, shall be entered by the Chancery Court of the First Judicial District of Harrison County, Mississippi, in accordance with the provisions of Section 21-1-17, Mississippi Code of 1972, Annotated and as Amended, and the provision for services to be provided under this Ordinance shall become effective as provided herein after the passage of twenty (20) days after the date that such decree, judgment or order of the Chancery Court, ratifying, approving and confirming the annexation shall become effective.

The above and foregoing Ordinance No. 555 was introduced in writing by Alderman Anderson who moved its adoption. Alderman McNary seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of

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Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Richard Notter	voted Aye
Alderman Richard Burton	voted Aye
Alderman Charles A. Boggs	voted Aye
Alderman Carolyn Anderson	voted Aye
Alderman Allen D. Holder	voted Aye
Alderman Mark E. Lishen	voted Aye
Alderman Joseph McNary	voted Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance Number 555 adopted and approved this, the 6th day of May, 2008.

APPROVED:

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

ATTEST:

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

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There came on for consideration ongoing litigation and discussion was held to determine whether or not to declare an executive session.

Upon discussion, Alderman Anderson made motion seconded by Alderman Notter to meet in executive session for the transaction of public business, to-wit: to discuss with and seek the legal advice and counsel of the City Attorney regarding a litigation matter in the Police Department.

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	Absent, Not Voting
Alderman Charles Boggs	voted	Aye
Alderman Carolyn Anderson	voted	Aye
Alderman Allen D. Holder, Jr.	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Joseph McNary	voted	Aye

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The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Mayor and Board of Aldermen met in executive session.

\* \* \*

The meeting resumed in open session, and based upon discussion held and action taken in executive session, no further action was required or taken in open session.

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

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APPROVED:

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

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

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

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

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

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

\_\_\_\_\_  
Alderman Carolyn Anderson, Ward 6

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

ATTEST:

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