

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

Be it remembered that a public hearing before the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at 5:30 o'clock p.m. on Tuesday the 2nd day of September, 2008, in the Long Beach School District Central Office, 19148 Commission Road in said City and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

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

The public hearing on the proposed budget and tax increase for Fiscal Year 2008-2009 was called to order.

* * * * *

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a recess meeting duly held and convened on July 22, 2008, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

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

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

PROOF OF PUBLICATION

See back

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

Vol. 124 No., 320 dated 18 day of Aug, 2008
 Vol. 124 No., 327 dated 25 day of Aug, 2008
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____
 Vol. _____ No., _____ dated _____ day of _____, 20____

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

SEP 09 2008 [Signature]
Clerk 9

Sworn to and subscribed before me this 9 day of Sept, A.D., 2008

Commission Expires on: 15 October, 2011 [Signature]
Notary Public

Printer's Fee \$ 2688.20
 Furnishing proof of publication \$ 3.00
 TOTAL..... 2691.20

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

**NOTICE OF TAX INCREASE
LONG BEACH, MISSISSIPPI**

The City of Long Beach, Mississippi, will hold a public hearing on the proposed budget for fiscal year 2008-2009, which includes a proposed **AD VALOREM TAX REVENUE INCREASE**, on Tuesday, September 2, 2008, at 5:30 o'clock p.m. in the Long Beach School District Office, 19128 Commission Road, Long Beach, Mississippi.

The City of Long Beach is now operating with a projected total budget revenue of \$15,617,808. (24.55 %) or \$3,833,473, of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed city budget has total projected revenue of \$17,270,211, of that amount, 28.19% or \$4,868,210 is proposed to be financed through a total ad valorem tax levy.

For next fiscal year, the City of Long Beach, plans to increase your total city ad valorem tax millage rate by 0.00 mills for a total city levy of 48.98 mills. For school purposes only, the City of Long Beach plans to increase your total school ad valorem tax millage rate by 0.67 mills for a total school levy of 60.42 mills. This increase means that citizens residing in the City of Long Beach and the unincorporated area of Long Beach Separate School District will pay more ad valorem taxes on their home, automobile tag, utilities, business fixtures and equipment and rental real property.

Any citizen of the City of Long Beach, Mississippi, is invited to attend this public hearing on the proposed ad valorem tax increase, and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

* * *

The Mayor opened the floor for public comments and recognized Mr. Joe Fleming who requested clarification on the tax levy revenue source and amount.

* * *

Considerable discussion followed regarding the tax levy for the school district.

* * *

There being no further public comments, Alderman Holder made motion seconded by Alderman Anderson and unanimously carried to close the public hearing and recess to Tuesday, September 9, 2008, at 6:00 p.m. for adoption of the Fiscal Year 2008-2009 Budget and Tax Levy.

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 September, 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.

The meeting was called to order and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on August 5, 2008, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Requests for Qualifications, Project Management Services, as evidenced by the Publisher's Proof of Publication.

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

Minutes of September 2, 2008
 Mayor and Board of Aldermen

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

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

Vol. 124 No., 314 dated 12 day of Aug, 20 08
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____
 Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

[Signature]
 Clerk

Sworn to and subscribed before me this 15 day of Aug, A.D., 20 08

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

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

CITY OF LONG BEACH REQUEST FOR QUALIFICATIONS FOR PROJECT MANAGEMENT SERVICES

The City of Long Beach will accept sealed proposals from qualified individuals and firms for Project Management Services for municipal projects with multiple funding sources that include the Mississippi Development Authority with Katrina Supplemental CDBG Program funds. The CITY has the option of using the selected firm for PM services related to FEMA/EMA funding, city funding and/or CDBG funding.

All services will be provided in accordance with applicable state and federal law and regulations governing the funding source which includes but is not limited to the CDBG program. An "Information to Offerors Packet" concerning this request for qualifications is available at City Hall, 645 Klondyke Road, Long Beach, Mississippi 39560, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday.

Qualifications for Project Management Services will be reviewed and rated in accordance with the following rating factors/criteria:

1. Qualifications - Information reflecting the background, professional and technical expertise to carry out the work.
2. Experience - Information regarding experience of the firm and of the individuals to be assigned to provide the services.
3. Capacity for Performance (Work Force) - Timely completion of the work is essential to that end, each proposal must clearly identify the number and title of staff to be assigned to complete the work.

All proposals will be rated based on the following rating system, which will be used to determine the best/acceptable offeror:

- Qualifications - 40 points
- Experience - 40 points
- Capacity for Performance - 20 points

Note: The City of Long Beach reserves the right to select one firm to provide project management services or to select a number of firms to provide the services. Proposals will be reviewed by a Consultant Selection Committee using the above selection criteria. A written contract will be awarded to the firm or firms whose proposal is determined by the Committee to be the most advantageous to the City. The contract will include scope and extent of work and other essential requirements. The proposals may be held by the City for a period not to exceed ninety (90) days from the date of opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposer, prior to awarding the contract. The City of Long Beach is an equal opportunity employer. MBE and/or WBE individuals/firms are encouraged to submit proposals.

Section 3 of the Housing and Urban Development Act of 1968 requires that the City and contractors participating in CDBG projects give opportunities for job training and employment to lower income residents of the Section 3 area that is described as the downtown area of the City of Long Beach. Section 3 also requires that to the maximum extent feasible contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned, in substantial part by persons residing in the Section 3 area.

Proposals shall be sealed and properly labeled as: "PROPOSAL FOR PROJECT MANAGEMENT SERVICES- KATRINA SUPPLEMENTAL CDBG PROGRAM CITY OF LONG BEACH, MISSISSIPPI" and may be delivered or mailed to the following no later than 5:00 P.M. on Thursday, August 21, 2008: City Clerk, City of Long Beach, Post Office Box 929, 645 Klondyke Road, Long Beach, MS 39560. The proposals will be received after which time they will be referred to the Consultant Selection Committee. An original and five (5) copies of each proposal shall be submitted. D10,adv12,1TUE 1272987

There came on for consideration the selection committee report, Project Management Services, as follows:

Minutes of September 2, 2008 Mayor and Board of Aldermen

RECOMMENDATION OF PROJECT MANAGEMENT SERVICES – FEMA/MEMA/CDBG COMMITTEE

RE: Project Management Services – FEMA/MEMA/CDBG

Long Beach, Mississippi, requested proposals for Project Management Services – FEMA/MEMA/CDBG, by order of the Mayor and Board of Aldermen at a regular meeting duly held and convened the 5th day of August, 2008.

The following proposals were received in the City Clerk's Office no later than 4:00 p.m., Thursday, August 21, 2008. The Selection Committee met on Friday, August 29, 2008, at 9:30 a.m. to review the proposals received from the following firms and/or individuals.

G. C. Weyant Construction Company, Inc.
13360 Seaway Road
Gulfport, MS 39503

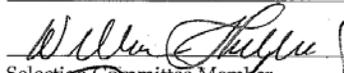
General Building Contractor (A), LLC
6160 Beatline Road
Long Beach, MS 39560

Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

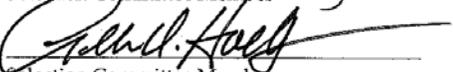
Broadus and Associates
2510 – 14th Street
Gulfport, MS 39501

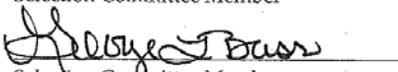
Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the highest number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to Broadus & Associates. The Firms that were evaluated are listed in order of the points assigned.

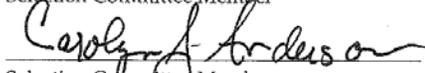
<u>Firm</u>	<u>Total Points</u>
G. C. Weyant Construction Co., Inc.	<u>220</u>
General Building Contractor (A), LLC	<u>145</u>
Burk-Kleinpeter, Inc.	<u>290</u>
Broadus and Associates	<u>470</u>


Selection Committee Member


Selection Committee Member


Selection Committee Member


Selection Committee Member


Selection Committee Member

Minutes of September 2, 2008 Mayor and Board of Aldermen

MINUTES Project Management Services – FEMA/MEMA/CDBG, Selection Committee

RE: City of Long Beach

Members Present: William Skellie, Jr. Allen Holder, Jr.
George Bass Carolyn Anderson
Richard Notter

The Committee reviewed four (4) proposals submitted for the services referenced above using the following rating criteria for evaluation:

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications	40
Experience	40
Capacity	20
Total Points	100

The Committee members assigned points to each firm or individual based on a careful review of the content of each proposal.

<u>Committee Member</u>	<u>Firm</u>	<u>Total Points</u>
William Skellie, Jr.	<u>BROADBUS & ASSOCIATES</u>	<u>100</u>
Allen D. Holder, Jr.	<u>BROADBUS & ASSOCIATES</u>	<u>100</u>
George Bass	<u>BROADBUS & ASSOCIATES</u>	<u>100</u>
Carolyn Anderson	<u>BROADBUS & ASSOCIATES</u>	<u>90</u>
Richard Notter	<u>BROADBUS & ASSOCIATES</u>	<u>80</u>

Based upon the tabulation of points, the proposal submitted by BROADBUS & ASSOCIATES received the highest number of points, therefore, the Committee recommends the selection for the firm of BROADBUS & ASSOCIATES to perform Project Management Services – FEMA/MEMA/CDBG.

 _____ Member Consultant Selection Committee	 _____ Member Consultant Selection Committee
 _____ Member Consultant Selection Committee	 _____ Member Consultant Selection Committee
 _____ Member Consultant Selection Committee	

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

CERTIFICATION

This is to certify that I, William Skellie, Jr., am a member of the "Selection Committee for the Project Management Services – FEMA/MEMA/CDBG" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

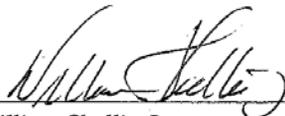
I have no conflict of interest in the selection of the Project Management firms listed below:

G. C. Weyant Construction Company, Inc.
13360 Seaway Road
Gulfport, MS 39503

General Building Contractor (A), LLC
6160 Beatline Road
Long Beach, MS 39560

Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

Broadus and Associates
2510 – 14th Street
Gulfport, MS 39501



William Skellie, Jr.
8/29/08

Date

Minutes of September 2, 2008 Mayor and Board of Aldermen

Skellie

LONG BEACH, MISSISSIPPI
Project Management Services - FEMA/MEMA/CDBG, Selection Committee

DATE: August 29, 2008

SELECTION OF: Project Management Services, FEMA/MEMA/CDBG

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS:	40
2.	EXPERIENCE:	40
3.	CAPACITY FOR PERFORMANCE:	20
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>			<u>TOTAL POINTS</u>
	1	2	3	
<u>G. C. Wyant Construction Co., Inc.</u>	<u>30</u>	<u>30</u>	<u>10</u>	<u>70</u>
<u>General Building Contractor (A), LLC</u>	<u>10</u>	<u>10</u>	<u>5</u>	<u>25</u>
<u>Burke-Kleinpeter, Inc.</u>	<u>30</u>	<u>30</u>	<u>15</u>	<u>75</u>
<u>Broadus and Associates</u>	<u>40</u>	<u>40</u>	<u>20</u>	<u>100</u>

Minutes of September 2, 2008 Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Richard Notter, am a member of the "Selection Committee for Project Management Services – FEMA/MEMA/CDBG" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Public Works Management Company listed below:

G. C. Weyant Construction Company, Inc.
13360 Seaway Road
Gulfport, MS 39503

General Building Contractor (A), LLC
6160 Beatline Road
Long Beach, MS 39560

Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

Broadus and Associates
2510 – 14th Street
Gulfport, MS 39501



Richard Notter

8/29/08
Date

Minutes of September 2, 2008 Mayor and Board of Aldermen

Notter

LONG BEACH, MISSISSIPPI
Project Management Services – FEMA/MEMA/CDBG, Selection Committee

DATE: August 29, 2008

SELECTION OF: Project Management Services, FEMA/MEMA/CDBG

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS:	40
2.	EXPERIENCE:	40
3.	CAPACITY FOR PERFORMANCE:	20
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u> 1 2 3	<u>TOTAL POINTS</u>
<u>G. C. Wyant Construction Co., Inc.</u>	<u>30 10 0</u>	<u>50</u>
<u>General Building Contractor (A), LLC</u>	<u>20 10 0</u>	<u>30</u>
<u>Burke-Kleinpeter, Inc.</u>	<u>40 20 0</u>	<u>60</u>
<u>Broadus and Associates</u>	<u>20 60 0</u>	<u>80</u>

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

CERTIFICATION

This is to certify that I, Carolyn Anderson, am a member of the "Selection Committee for the Project Management Services - FEMA/MEMA/CDBG" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Public Works Management Company listed below:

G. C. Weyant Construction Company, Inc.
13360 Seaway Road
Gulfport, MS 39503

General Building Contractor (A), LLC
6160 Beatline Road
Long Beach, MS 39560

Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

Broadus and Associates
2510 - 14th Street
Gulfport, MS 39501



Carolyn Anderson
8-29-08
Date

Minutes of September 2, 2008 Mayor and Board of Aldermen

Anderson

LONG BEACH, MISSISSIPPI
Project Management Services – FEMA/MEMA/CDBG, Selection Committee

DATE: August 29, 2008

SELECTION OF: Project Management Services, FEMA/MEMA/CDBG

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS:	40
2.	EXPERIENCE:	40
3.	CAPACITY FOR PERFORMANCE:	20
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u> 1 2 3	<u>TOTAL POINTS</u>
G. C. Wyant Construction Co., Inc.	<u>20</u> <u>20</u> <u>0</u>	<u>40</u>
General Building Contractor (A), LLC	<u>20</u> <u>20</u> <u>0</u>	<u>40</u>
Burke-Kleinpeter, Inc.	<u>25</u> <u>30</u> <u>5</u>	<u>60</u>
Broadus and Associates	<u>40</u> <u>40</u> <u>10</u>	<u>90</u>

Minutes of September 2, 2008 Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Allen D. Holder, Jr., am a member of the "Selection Committee for the Project Management Services – FEMA/MEMA/CDBG" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Public Works Management Company listed below:

G. C. Weyant Construction Company, Inc.
13360 Seaway Road
Gulfport, MS 39503

General Building Contractor (A), LLC
6160 Beatline Road
Long Beach, MS 39560

Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

Broadus and Associates
2510 – 14th Street
Gulfport, MS 39501



Allen D. Holder, Jr.

8/29/2008

Date

Minutes of September 2, 2008 Mayor and Board of Aldermen

Holder

LONG BEACH, MISSISSIPPI
Project Management Services – FEMA/MEMA/CDBG, Selection Committee

DATE: August 29, 2008

SELECTION OF: Project Management Services, FEMA/MEMA/CDBG

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS:	40
2.	EXPERIENCE:	40
3.	CAPACITY FOR PERFORMANCE:	<u>20</u>
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>	<u>TOTAL POINTS</u>
	1 2 3	
<u>G. C. Wyant Construction Co., Inc.</u>	<u>20/10/10</u>	<u>40</u>
<u>General Building Contractor (A), LLC</u>	<u>10/10/10</u>	<u>30</u>
<u>Burke-Kleinpeter, Inc.</u>	<u>20/20/10</u>	<u>50</u>
<u>Broadus and Associates</u>	<u>40/40/20</u>	<u>100</u>

Minutes of September 2, 2008 Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, George Bass, am a member of the "Selection Committee for the Project Management Services – FEMA/MEMA/CDBG" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the Public Works Management Company listed below:

G. C. Weyant Construction Company, Inc.
13360 Seaway Road
Gulfport, MS 39503

General Building Contractor (A), LLC
6160 Beatline Road
Long Beach, MS 39560

Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

Broadus and Associates
2510 – 14th Street
Gulfport, MS 39501


George Bass

8-29-08
Date

Minutes of September 2, 2008 Mayor and Board of Aldermen

Bass

LONG BEACH, MISSISSIPPI
Project Management Services – FEMA/MEMA/CDBG, Selection Committee

DATE: August 29, 2008

SELECTION OF: Project Management Services, FEMA/MEMA/CDBG

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS:	40
2.	EXPERIENCE:	40
3.	CAPACITY FOR PERFORMANCE:	<u>20</u>
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u> 1 2 3	<u>TOTAL POINTS</u>
<u>G. C. Wyant Construction Co., Inc.</u>	<u>10-10-0</u>	<u>20</u>
<u>General Building Contractor (A), LLC</u>	<u>10-10-0</u>	<u>20</u>
<u>Burke-Kleinpeter, Inc.</u>	<u>20-20-5</u>	<u>45</u>
<u>Broadus and Associates</u>	<u>40-40-20</u>	<u>100</u>

Based upon the recommendation of the Selection Committee as set forth above, Alderman Notter made motion seconded by Alderman Holder and unanimously carried to award the contract, Project Management Services, to Broadus and Associates.

Alderman Notter made motion seconded by Alderman Holder and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated August 5, 2008, as submitted.

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

ORDINANCE NO. 557

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 344, AS AMENDED, ENTITLED "THE ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI" AMENDING THE ZONING MAP INCORPORATED IN SAID ORDINANCE TO CHANGE THE CLASSIFICATION OF CERTAIN PROPERTY HAVING AN ADDRESS AT 400 KLONDYKE ROAD, LONG BEACH, MISSISSIPPI, FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-2 (MEDIUM DENSITY RESIDENTIAL), AND FOR RELATED PURPOSES.

WHEREAS, application was filed with the Planning Commission of the City of Long Beach, Mississippi, for the change in the zoning classification from R-1 (single family residential) to R-3 (High Density Multi-Family Residential) by the owner of certain property located at 400 Klondyke Road, Long Beach, Mississippi, being in the First Judicial District of Harrison County, Mississippi, and bearing Harrison County tax parcel number 0611O-04-014.000, and being more particularly described as follows:

A certain parcel of land located in Section 12, Township 8 South, Range 12 West, if regularly surveyed in government sections, and is part of the B Pellerin Private Grant of Claim known as Section 22, and is in Lot 55 of the Henderson Shipman Hughes Partition, Long Beach, Harrison County, Mississippi, more particularly described as follows: Beginning at the Northeast corner of Green Meadows Subdivision, as per plat recorded in the Chancery Clerk's office of Harrison County, Mississippi, at Plat Book 24, Page 40, and run thence South 59 degrees 19 minutes West 655.07 feet to the East margin of Klondyke Road; run thence North 0 degrees 29 minutes 9 seconds East along said East margin 270.1 feet to a point; run thence North 61 degrees 55 minutes 47 seconds East 554.54 feet to a point; run thence South 20 degrees 2 minutes 9 seconds East 209.43 feet to the Point of Beginning. And being one and the same property as described in that certain Warranty Deed from Poupart and Ball Contractors, Inc., to Henry A. Leidigh and wife, Nanette C. Leidigh dated 5/31/96 and recorded in Deed Book 1337 at Page 174.

Minutes of September 2, 2008
Mayor and Board of Aldermen

and hereinafter referred to as the "Subject Property"; and

WHEREAS, the Long Beach Planning Commission reviewed said application and, after issuing notice of Public Hearing as required by the Long Beach Zoning Ordinance, did conduct a public hearing on said application on July 10, 2008 at 6:30 p.m. and upon conclusion of said public hearing did recommend approval by the Mayor and Board of Aldermen of a change in the zoning classification of the subject property from R-1(Single-family Residential District) to R-2 (Medium Density Residential District) as reflected in the official minutes of the July 10, 2008, meeting of the Long Beach Planning Commission; and

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, having made due investigation therefore, do now find, determine, adjudicate and declare as follows, to-wit:

a. That pursuant to legal notice published and given for the time and in the manner provided by law, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, did meet at 5:30 p.m. on Tuesday, August 19, 2008, at the Long Beach School District Central Office at 19148 Commission Road, in said City, the time, place and date fixed in said legal notice, and did conduct a public hearing at which hearing all parties interested in or opposed to the proposed zoning classification amendment changing the zoning classification of the aforesaid Subject Property, were given an opportunity to be heard and allowed to make oral and/or written comment to such proposed change, which proposed change was then and there on file and had been on file during the period of said notice in the office of the City Clerk at the City Hall in said City, available for public inspection and examination by any and all parties interested in or opposed to the proposed change, al as more particularly hereinafter set forth in this ordinance.

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

c. That the clear and convincing evidence establishes, based upon the examination of the municipal zoning map, testimony at hearing, the character of the surrounding neighborhood, and the minutes of the Long Beach Planning Commission, and the knowledge of Board members pertaining to the subject parcel and area

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surrounding same and related to the Board during the hearing and in the discussion following the hearing, that:

- 1) That part of the subject property is presently zoned R-2 and upon the part zoned R-2, two (2) four-plex residential structures have previously been lawfully constructed and continue to exist;
- 2) That conformity and continuity of use of the subject parcel requires that it all be zoned R-2 and developed by constructing housing for more than one family thereon, as requested by the applicant;
- 3) That loss of affordable housing destroyed by Hurricane Katrina has left the City in need of affordable housing for its residents, which need will be served by the construction of medium density housing on the subject property;
- 4) That the subject parcel is situated on an arterial roadway within the City and is well suited for medium density residential use;
- 5) That a multi-family residential project for an area south of and near the subject property has been approved and is under development;
- 6) That the character of the neighborhood surrounding the subject parcel has become more medium density residential and multi-family residential, requiring the change in zoning of the subject parcel from R-1 to R-2;
- 9) That the best use for the subject property is medium density residential use and the zoning classification of same should be changed from R-1 (single family residential) to R-2 (Medium Density Residential)

d. That the clear and convincing evidence establishes the public need for the said amendment changing the zoning classification of that part of the subject property from R-1 to R-2;

e. That the uses within the subject property will not be detrimental to the present and potential surrounding uses, but will benefit same in completion of development in accordance with the aforesaid development plan heretofore approved by the Governing Authority;

f. The proposed change is in conformance with the general intent of the Comprehensive Master Plan; and

g. That the Zoning Ordinance of the City of Long Beach should be amended by amending the Zoning Map incorporated therein to change the zoning classification of

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that part of the subject property from R-1 (Single Family Residential District) to R-2 (Medium Density Residential District). NOW THEREFORE,

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

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

The Zoning Classification as set forth on the Zoning Map incorporated in and being a part of Ordinance No. 344, as amended, entitled "THE ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI", of that part of the parcel of land located at 400 Klondyke Road, Long Beach, Mississippi, bearing Harrison County tax parcel number 0611O-04-014.000, and being more particularly described as follows:

A certain parcel of land located in Section 12, Township 8 South, Range 12 West, if regularly surveyed in government sections, and is part of the B Pellerin Private Grant of Claim known as Section 22, and is in Lot 55 of the Henderson Shipman Hughes Partition, Long Beach, Harrison County, Mississippi, more particularly described as follows: Beginning at the Northeast corner of Green Meadows Subdivision, as per plat recorded in the Chancery Clerk's office of Harrison County, Mississippi, at Plat Book 24, Page 40, and run thence South 59 degrees 19 minutes West 655.07 feet to the East margin of Klondyke Road; run thence North 0 degrees 29 minutes 9 seconds East along said East margin 270.1 feet to a point; run thence North 61 degrees 55 minutes 47 seconds East 554.54 feet to a point; run thence South 20 degrees 2 minutes 9 seconds East 209.43 feet to the Point of Beginning. And being one and the same property as described in that certain Warranty Deed from Poupart and Ball Contractors, Inc., to Henry A. Leidigh and wife, Nanette C. Leidigh dated 5/31/96 and recorded in Deed Book 1337 at Page 174.

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is hereby changed from R-1 (Single Family Residential District) to R-2 (Medium Density Residential District).

SECTION 3. Severability

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

SECTION 4. Effective Date

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

The above and foregoing Ordinance No. 557 was introduced in writing by Alderman Holder who moved its adoption. Alderman Notter seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

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 Joseph McNary	voted Aye
Alderman Mark Lishen	voted Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried in the said Ordinance adopted and approved this the 2nd day of September, 2008.

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

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

Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve the August 21, 2008, Port Commission minutes as submitted, directing the Port Commission to review the bait shop lease for harbor damage reimbursement in the aftermath of Hurricane Gustav.

Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to approve payment of invoices as listed in Docket of Claims number 090208.

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

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

Alderman McNary made motion seconded by Alderman Anderson and unanimously carried to approve CDBG Budget Modification Number 2, Construct New Fire Station, as follows:

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MEMO

DATE: August 27, 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 – Construct New Fire Station**
CDBG Project #R-109-030-04-KCR

I have enclosed five copies of Budget Modification Number Two to the above referenced project. Now that we have received environmental clearance on this project, this Budget Modification and Contract Amendment will allow the Mississippi Development Authority to officially award the City the remaining funds obligated towards this project. The Modification will also shift \$6,700 from the project's Contingency Line item to the Architectural/Engineering Line item so that the city can enter into the enclosed contract with Neel-Schaffer to perform geotechnical services for the project.

Please place the above items on the agenda for the next Board meeting. Once approved by the Board, please have the Mayor sign all copies where noted, keep one copy of each document for your files and return the remaining copies to our office for further processing. We will forward the Budget Modification to MDA for review and approval and once they accept the modification, the city will receive a fully executed copy of the Modification. Additionally, once the Modification is approved we will forward an amendment to our Administrative Agreement to the City for review and approval.

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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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			\$65,000.00				\$65,000.00
Application Prep.			\$10,000.00				\$10,000.00
Audit							\$ 0.00
Subtotal (A)			\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Description	MDA	IDIS	Katrina CDBG	Other Funding Sources			Total
Public Facilities							
Acquisition							\$ 0.00
Architectural/Engineering			\$87,500.00				\$87,500.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency			\$88,987.00				\$88,987.00
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection			\$1,050,332.00				\$1,050,332.00
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
Subtotal (B)			\$1,226,819.00	\$0.00	\$0.00	\$0.00	\$1,226,819.00
Grand Total (A + B)			\$1,301,819.00	\$0.00	\$0.00	\$0.00	\$1,301,819.00

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BUDGET MODIFICATION WORKSHEET

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

Activity	Current Budget	Proposed Budget	Change (+ -)
Application Prep	\$ 10,000	\$ 10,000	No change
Administration	\$ 21,500	\$ 65,000	+\$ 43,500
Architectural/Engineering	\$ 66,140	\$ 87,500	+\$ 21,360
Construction of Fire Station	\$ 0	\$ 1,050,332	+\$1,050,332
Contingencies	\$ 27,500	\$ 88,987	+\$ 61,487
	TOTAL	TOTAL	TOTAL
	\$125,140	\$1,301,819	+\$1,176,679

Comments:

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Contract Amendment Individual Work Activity Description

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

The individual work activity description is provided to describe in detail each activity proposed to be amended. A separate work activity description must be completed for each activity proposed in contract amendment (i.e., sewer, water, streets, housing, etc.).

1. Work Activity: Construction of Fire Station Activity No. Administration, Architect, Building Const, Contingencies
2. Community (area) problem to be addressed:

The City of Long Beach proposes to construct a new Fire Station that will replace the former station that was completely destroyed by Hurricane Katrina. The new station will allow the city to provide a critical service to its residents and downtown area. The new facility will also serve as a command center for first responders and other emergency personnel during times of crisis.
3. Detailed description of work activity:

The City of Long Beach will construct a new Fire Station under this Katrina Supplemental project. Additional activities include the construction of a parking lot that will allow for fire truck cleaning, loading and training.
4. Impact of increase in proposed scope of work (or new scope of work):

The increase in the scope of work will allow for the project scope to be amended from "Pre-Development Activities to the full scope of work outlined in the application.
5. Number benefiting from proposed work activity. Show the number of increase in beneficiaries, or decrease if applicable. Show how this was determined.

The beneficiaries will not change, city wide benefit.
6. Identify how this proposed amendment addresses one or more of the national objectives:

<u>N/A</u>	A.	Low-and moderate-income families:
<u>X</u>	B.	Aid in prevention or elimination of slum and blight:
<u>N/A</u>	C.	Meets other community development needs:
7. Documentation to verify public hearing on increase of scope of services (if applicable).

The public hearing conducted on August 29, 2007, is still applicable to this project.
8. Describe any effects the proposed amendment of the work activities will have on the Environmental Assessment of the project: This scope change will have no effect on the current Environmental Assessment.

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9. Describe any changes in the contract budgets that will be needed to complete the proposed amendment to the work activity:

The total project budget will increase from \$125,140 (Pre-Development costs) to \$1,301,819 to allow for the full spectrum of the implementation of this project.

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engineers
planners
surveyors
environmental
scientists
landscape
architects

August 14, 2008

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

RE: PROPOSAL REGARDING GEOTECHNICAL SERVICES FOR
NEW # 2 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 Geotechnical Investigation Services 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 \$ 6,700.00. 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

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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

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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

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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.
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.

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Exhibit "B"



SOILTECH CONSULTANTS, INC.
Geotechnical and Environmental Engineering

230 Highpoint Drive
Ridgeland, Mississippi 39157
Post Office Box 12466
Jackson, Mississippi 39236
(601) 952-2995 / (601) 952-2944 fax

August 13, 2008

Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, Mississippi 39530
Attention: Mr. Craig High, Project Manager

Re: Geotechnical Investigation
Long Beach Fire Station No. 2
Long Beach, Mississippi

Gentlemen:

We are pleased to submit this proposal to perform a geotechnical investigation for the proposed fire station for the City of Long Beach, Mississippi. The project site is located at 120 East Second Street approximately four blocks north of the Gulf of Mexico. No buildings or structures currently exist on the site. The proposed building will be two-stories in height. The ground floor will encompass approximately 7,970 sq ft while the second floor will consist of approximately 4,400 sq ft. The exterior walls will be a brick veneer with reinforced CMU backup.

The geotechnical investigation proposed herein will consist of a field investigation, laboratory testing and an engineering report that will present guideline recommendations related to foundation design and construction. For this investigation we proposed to complete a total of six borings. Four borings will be drilled to a terminal depth of 25 ft each and will be located at the approximately four corners of the structure. The remaining two borings will be located in the driveways and parking areas and will be advanced to a depth of approximately 10 ft each. The borings will be advanced by a tractor mounted drill rig utilizing machine auger and rotary wash drilling techniques.

Representative undisturbed samples of the cohesive soils encountered in the 25-ft borings will be taken by pushing a 3-in. OD thin-wall Shelby tube sampler a distance of approximately 2 ft into the soil with hydraulic cylinders on the drill rig (ASTM D 1587). After recovery from a boring, the samples will be carefully extruded in the field and visually examined. One representative portion will be selected and sealed with melted paraffin in a cylindrical cardboard container to prevent loss of moisture and to protect the sample during transportation to the laboratory. Another portion of each undisturbed sample will also be selected and sealed in a plastic jar for ease in subsequent visual examination.

Disturbed samples of sands and other near-cohesionless soils encountered in the 25-ft borings will be obtained by driving an ASTM standard 2-in. OD split-spoon sampler a distance of 18 in. into the soil with a 140-lb hammer falling a distance of 30 in. (ASTM D 1586). The number of blows required to drive the sampler the final 12 in. of penetration will be observed and recorded. Representative samples will be obtained from the split-spoon sampler and placed in plastic jars to prevent loss of moisture.

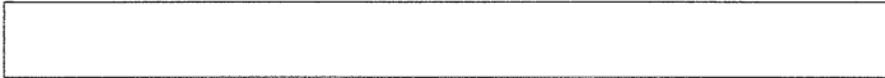
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Page 2

Representative disturbed samples will be obtained directly from the cuttings of the short-flight earth auger used to complete the 10-ft borings. The samples will be placed and sealed in plastic jars to prevent loss of moisture. All jars will be placed in protective boxes for transportation to the laboratory for possible testing.

The field investigation will be expanded by means of data developed from laboratory tests. Laboratory tests will be conducted to determine the classification, undrained shear strength and shrink-swell potential of the soils encountered. The laboratory tests will include moisture content, unconfined compression and liquid and plastic limits. All soil tests will be performed in accordance with recognized ASTM standards and procedures in our laboratory facility.

After the field and laboratory data have been collected and analyzed, an engineering report will be prepared to present the results of our investigation and general guideline recommendations related to foundation design and construction. Recommendations for pavement sections for the parking area and drives will also be provided. The engineering report will include a description of the work performed together with graphical logs of the borings, results of all field and laboratory soil tests and appropriate illustrations.



The field investigation could begin within about one week of your early notice to proceed and would require about one day to complete. Laboratory testing, engineering analyses and the report could be completed and submitted within two weeks upon completion of the field investigation.

Unanticipated soil conditions are commonly encountered during construction projects and cannot be fully predicted by mere soil samples or test borings. Such unexpected conditions frequently require that additional expenditures be made to attain a properly designed and constructed project. Therefore, provision for some construction contingency fund is recommended to accommodate such potential extra costs. The analyses, conclusions and recommendations contained in our report will be based on the assumption that the exploration borings are representative of subsurface conditions throughout the specified locations, that is, that the subsurface conditions within the areas covered by this investigation are not significantly different from those disclosed by the borings at the time they were completed. With regard to groundwater conditions, our report will present data on groundwater levels as might be observed during the field work.

We appreciate the opportunity to submit this proposal. If you would like for us to perform the geotechnical investigation, your written notification to proceed will indicate your acceptance of the proposed scope of work, fee and attached General Conditions under which the work would be performed. If we can answer any questions or provide additional information, please call.

Very truly yours,
SoilTech Consultants, Inc.


Charles R. Furlow, P. E.

Approved by: _____

Date: _____

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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-l *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.

Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve Application for Payment Number 005, Flagstar Construction Company, Inc., Senior Citizen and Recreation Facility, as follows:

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Mayor and Board of Aldermen



MAILED

Date: 9/5/08-SMPAD

2006 ASPEN COVE • BRANDON, MS • 39042
flagstar@bellsouth.net

(601) 824-4646

FAX: (601) 824-3929

www.flagstarconstruction.com

August 28, 2008

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

Re: Long Beach Senior Citizen & Recreation Facility
Long Beach, MS

Enclosed are one (1) original and five (5) copies of our Application and Certificate for Payment for the above referenced project. An updated Construction Schedule is attached to each application. Also attached is the Standard Form 271 completed for this period.

We are requesting nine (9) days of weather related delays for the period July 29, 2008 through August 25, 2008.

Please review and place in line for payment.

Sincerely,

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

Rita K. Alexander
Project Coordinator

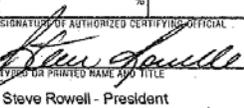
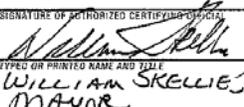
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enclosures

Gulfport Office:

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

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OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS <small>(See instructions on back)</small>		OMB APPROVAL NO. 0348-0002		PAGE 1 OF 1 PAGES
		1. TYPE OF REQUEST <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL		2. BASIS OF REQUEST <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY		5. PARTIAL PAYMENT REQUEST NO. 005
6. EMPLOYER IDENTIFICATION NUMBER 64-0861822	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	PERIOD COVERED BY THIS REQUEST		
		FROM (Month, day, year) 07/29/2008	TO (Month, day, year) 08/28/2008	
9. RECIPIENT ORGANIZATION Name: Flagstar Construction Company Inc No. and Street: 2006 Aspen Cove City, State and ZIP Code: Brandon, MS 39042		10. PAYEE (When check is to be sent if different than item 9) Name: No. and Street: City, State and ZIP Code:		
11. STATUS OF FUNDS				
CLASSIFICATION	PROGRAMS -- FUNCTIONS -- ACTIVITIES			TOTAL
	(a)	(b)	(c)	
a. Administrative expense	\$ 16,928.00	\$	\$	\$ 16,928.00
b. Preliminary expense	33,343.00			33,343.00
c. Land, structures, right-of-way				0.00
d. Architectural engineering basic fees				0.00
e. Other architectural engineering fee	7,800.00			7,800.00
f. Project inspection fees				0.00
g. Land development	83,260.00			83,260.00
h. Relocation expense				0.00
i. Relocation payments to individuals and businesses				0.00
j. Demolition and removal				0.00
k. Construction and project improvement cost	1,268,090.00			1,268,090.00
l. Equipment				0.00
m. Miscellaneous cost				0.00
n. Total cumulative to date (sum of lines a thru m)	1,409,421.00	0.00	0.00	1,409,421.00
o. Deductions for program income				0.00
p. Net cumulative to date (line n minus line o)	1,409,421.00	0.00	0.00	1,409,421.00
q. Federal share to date	1,409,421.00			1,409,421.00
r. Rehabilitation grants (100% reimbursement)				0.00
s. Total Federal share (sum of lines q and r)	1,409,421.00	0.00	0.00	1,409,421.00
t. Federal payments previously requested	1,061,677.00			1,061,677.00
u. Amount requested for reimbursement	\$ 347,744.00	\$	\$	\$ 347,744.00
v. Percentage of physical completion of project	48 %	%	%	48 %
12. CERTIFICATION I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.	a. RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  TYPED OR PRINTED NAME AND TITLE Steve Rowell - President		DATE REPORT SUBMITTED August 28, 2008
	b. REPRESENTATIVE CERTIFYING TO LINE 11V	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  TYPED OR PRINTED NAME AND TITLE WILLIAM SKELLIE, JR. MAYOR		DATE SIGNED 9/5/08 TELEPHONE (Area code, number, and extension) 228 863-1556

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION USABLE
271-103

STANDARD FORM 271 (Rev. 7-97)
Prescribed by OMB Circular A-102 and A-110



Application and Certificate for Payment

TO OWNER: City of Long Beach, MS
645 Klondyke Rd
P.O. Box 929
Long Beach, MS 39560

PROJECT: Long Beach Senior Citizen & Recreation Facility

APPLICATION NO: 005
PERIOD TO: August 28, 2008

FROM: Larson Kramer & Associates
701 North York Rd
Hinsdale, IL 60521

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

CONTRACT FOR: General Construction

CONTRACT DATE: February 15, 2008

PROJECT NOS: 8273 / 1367 / 8273

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 2,906,086.00
- 2. NET CHANGE BY CHANGE ORDERS \$ 51,998.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,958,084.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,409,421.00

5. RETAINAGE:
- a. 5% of Completed Work (Column D + E on G703) \$ 68,471.05
 - b. 5% of Stored Material (Column F on G703) \$ 2,000.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 70,471.05

- 6. TOTAL EARNED LESS RETAINAGE \$ 1,338,949.95
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,008,593.15
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 330,356.80
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,619,134.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 54,233.00	\$ 2,235.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 54,233.00	\$ 2,235.00
NET CHANGES by Change Order	\$	\$ 51,998.00

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

CONTRACTOR: _____
By: [Signature]
State of: Mississippi
County of: Rankin
Date: August 28, 2008

Subscribed and sworn to before me this 28th day of August, 2008.
Notary Public: Rita Karole Alexander
My Commission expires: August 14, 2012



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

AMOUNT CERTIFIED \$ 330,356.80
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Change Order Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
By: [Signature]
Date: 8/29/08

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

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Minutes of September 2, 2008
Mayor and Board of Aldermen



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 005

APPLICATION DATE: 08/28/2008

PERIOD TO: 08/28/2008

ARCHITECT'S PROJECT NO: 8273

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Contract Bond	21,597.00	21,597.00	0.00	0.00	0.00	21,597.00	100.00 %	0.00	1,079.85
2	Sales Tax	101,713.00	36,616.00	12,206.00	0.00	0.00	48,822.00	48.00 %	52,891.00	2,441.10
3	Mobilization	4,650.00	2,325.00	2,325.00	0.00	0.00	4,650.00	100.00 %	0.00	232.50
4	ALLOWANCE: Testing	5,000.00	1,401.00	1,193.00	0.00	0.00	2,594.00	51.88 %	2,406.00	129.70
5	General Conditions	59,572.00	16,680.00	5,957.00	0.00	0.00	22,637.00	38.00 %	36,935.00	1,131.85
6	Supervision	94,044.00	26,332.00	9,405.00	0.00	0.00	35,737.00	38.00 %	58,307.00	1,786.85
7	Final Cleaning	3,770.00	0.00	0.00	0.00	0.00	0.00	0.00 %	3,770.00	0.00
8	Layout	6,464.00	5,494.00	970.00	0.00	0.00	6,464.00	100.00 %	0.00	323.20
9	Equipment	9,197.00	2,759.00	2,300.00	0.00	0.00	5,059.00	55.01 %	4,138.00	252.95
10	Clear Site	25,912.00	25,912.00	0.00	0.00	0.00	25,912.00	100.00 %	0.00	1,295.60
11	Fill Dirt @ Building	57,348.00	57,348.00	0.00	0.00	0.00	57,348.00	100.00 %	0.00	2,867.40
12	Fill Dirt @ Paving	53,846.00	40,385.00	13,461.00	0.00	0.00	53,846.00	100.00 %	0.00	2,692.30
13	Storm Drainage	28,623.00	10,304.00	16,888.00	0.00	0.00	27,192.00	95.00 %	1,431.00	1,359.60
14	Erosion Control	9,468.00	7,764.00	1,704.00	0.00	0.00	9,468.00	100.00 %	0.00	473.40
15	Seeding	13,498.00	0.00	0.00	0.00	0.00	0.00	0.00 %	13,498.00	0.00
16	Sidewalks	20,689.00	0.00	0.00	0.00	0.00	0.00	0.00 %	20,689.00	0.00
17	Dumpster Pad	6,456.00	0.00	0.00	0.00	0.00	0.00	0.00 %	6,456.00	0.00
18	Grade Ditches/Site	16,995.00	0.00	16,995.00	0.00	0.00	16,995.00	100.00 %	0.00	849.75
19	Crushed Concrete	100,200.00	0.00	100,200.00	0.00	0.00	100,200.00	100.00 %	0.00	5,010.00
20	Concrete Form Labor	32,791.00	32,791.00	0.00	0.00	0.00	32,791.00	100.00 %	0.00	1,639.55
21	Concrete Form Material	17,764.00	17,764.00	0.00	0.00	0.00	17,764.00	100.00 %	0.00	888.20
22	Concrete Labor	28,217.00	28,217.00	0.00	0.00	0.00	28,217.00	100.00 %	0.00	1,410.85

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User Notes:

(3950498840)

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

23	Concrete Material	107,613.00	107,613.00	0.00	0.00	107,613.00	100.00 %	0.00	5,380.65
24	Concrete Finishing	16,325.00	16,325.00	0.00	0.00	16,325.00	100.00 %	0.00	816.25
25	Termite Treatment	4,602.00	4,602.00	0.00	0.00	4,602.00	100.00 %	0.00	230.10
26	Rebar Labor	13,895.00	13,895.00	0.00	0.00	13,895.00	100.00 %	0.00	694.75
27	Rebar Material	26,854.00	26,854.00	0.00	0.00	26,854.00	100.00 %	0.00	1,342.70
28	Auger Cast Piling	142,291.00	142,291.00	0.00	0.00	142,291.00	100.00 %	0.00	7,114.55
29	Masonry Material	159,625.00	0.00	12,770.00	0.00	12,770.00	8.00 %	146,855.00	638.50
30	Masonry Labor	133,346.00	0.00	9,334.00	0.00	9,334.00	7.00 %	124,012.00	466.70
31	Masonry Rebar	10,928.00	0.00	10,928.00	0.00	10,928.00	100.00 %	0.00	546.40
32	Misc Steel Material	26,005.00	0.00	0.00	0.00	0.00	0.00 %	26,005.00	0.00
33	Misc Steel Labor	8,439.00	0.00	0.00	0.00	0.00	0.00 %	8,439.00	0.00
34	ALLOWANCE: Millwork	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
35	Carpentry Material	4,945.00	0.00	0.00	0.00	0.00	0.00 %	4,945.00	0.00
36	Carpentry Labor	4,840.00	0.00	0.00	0.00	0.00	0.00 %	4,840.00	0.00
37	Hollow Metal Material	12,170.00	0.00	5,963.00	0.00	5,963.00	49.00 %	6,207.00	298.15
38	Hollow Metal Labor	2,534.00	0.00	228.00	0.00	228.00	9.00 %	2,306.00	11.40
39	Wood Door Material	5,845.00	0.00	0.00	0.00	0.00	0.00 %	5,845.00	0.00
40	Wood Door Labor	769.00	0.00	0.00	0.00	0.00	0.00 %	769.00	0.00
41	ALLOWANCE: Hardware	15,000.00	0.00	0.00	0.00	0.00	0.00 %	15,000.00	0.00
42	Hardware Labor	5,656.00	0.00	0.00	0.00	0.00	0.00 %	5,656.00	0.00
43	Colling Doors	9,052.00	0.00	0.00	0.00	0.00	0.00 %	9,052.00	0.00
44	Storefronts/Windows	91,633.00	0.00	0.00	0.00	0.00	0.00 %	91,633.00	0.00
45	Metal Studs/Insulation	42,402.00	0.00	0.00	0.00	0.00	0.00 %	42,402.00	0.00
46	Lay In Ceilings	48,970.00	0.00	0.00	0.00	0.00	0.00 %	48,970.00	0.00
47	Gypsum Board and Finishing	21,246.00	0.00	0.00	0.00	0.00	0.00 %	21,246.00	0.00
48	Painting	45,650.00	0.00	0.00	0.00	0.00	0.00 %	45,650.00	0.00
49	Ceramic Tile	53,803.00	0.00	0.00	0.00	0.00	0.00 %	53,803.00	0.00
50	VCT	56,645.00	0.00	0.00	0.00	0.00	0.00 %	56,645.00	0.00
51	Fiberglass Columns	4,605.00	0.00	0.00	0.00	0.00	0.00 %	4,605.00	0.00
52	Block Sealer	23,500.00	0.00	0.00	0.00	0.00	0.00 %	23,500.00	0.00
53	Toilet Partitions	6,382.00	0.00	0.00	0.00	0.00	0.00 %	6,382.00	0.00
54	Toilet Accessories	7,392.00	0.00	0.00	0.00	0.00	0.00 %	7,392.00	0.00
55	Fire Extinguishers	524.00	0.00	0.00	0.00	0.00	0.00 %	524.00	0.00

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Minutes of September 2, 2008 Mayor and Board of Aldermen

56	Metal Building Material	309,911.00	309,911.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00 %	309,911.00	0.00	0.00	15,495.55
57	Metal Building Erection	111,618.00	20,091.00	42,415.00	0.00	62,506.00	56.00 %	49,112.00	3,125.30	56.00 %	62,506.00	49,112.00	15,297.00	3,125.30
58	Insulation	15,297.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00
59	Engineering Comm. Building	7,800.00	7,800.00	0.00	0.00	7,800.00	100.00 %	0.00	390.00	100.00 %	7,800.00	0.00	0.00	390.00
60	PLUMBING:	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00
61	Slab Rough In	24,373.00	24,373.00	0.00	0.00	24,373.00	100.00 %	0.00	1,218.65	100.00 %	24,373.00	0.00	0.00	1,218.65
62	Site Sewer/Water	17,049.00	0.00	0.00	0.00	0.00	0.00 %	17,049.00	0.00	0.00 %	0.00	17,049.00	0.00	0.00
63	Vents Through Roof	12,896.00	0.00	0.00	0.00	0.00	0.00 %	12,896.00	0.00	0.00 %	0.00	12,896.00	0.00	0.00
64	Copper Water Piping	19,672.00	0.00	0.00	0.00	0.00	0.00 %	19,672.00	0.00	0.00 %	0.00	19,672.00	0.00	0.00
65	Domestic Insulation	9,180.00	0.00	0.00	0.00	0.00	0.00 %	9,180.00	0.00	0.00 %	0.00	9,180.00	0.00	0.00
66	Plumbing Fixtures	40,874.00	0.00	0.00	0.00	0.00	0.00 %	40,874.00	0.00	0.00 %	0.00	40,874.00	0.00	0.00
67	Sewer/Water Taps	21,300.00	0.00	0.00	0.00	0.00	0.00 %	21,300.00	0.00	0.00 %	0.00	21,300.00	0.00	0.00
68	Gas Piping	9,372.00	0.00	0.00	0.00	0.00	0.00 %	9,372.00	0.00	0.00 %	0.00	9,372.00	0.00	0.00
69	Road Repair	2,585.00	0.00	0.00	0.00	0.00	0.00 %	2,585.00	0.00	0.00 %	0.00	2,585.00	0.00	0.00
70	FIRE PROTECTION:	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00
71	Shop Drawings/Submittals	3,825.00	0.00	0.00	0.00	0.00	0.00 %	3,825.00	0.00	0.00 %	0.00	3,825.00	0.00	0.00
72	Rough In Materials	28,634.00	0.00	0.00	0.00	0.00	0.00 %	28,634.00	0.00	0.00 %	0.00	28,634.00	0.00	0.00
73	Rough In Labor	16,030.00	0.00	0.00	0.00	0.00	0.00 %	16,030.00	0.00	0.00 %	0.00	16,030.00	0.00	0.00
74	Trim Material	1,093.00	0.00	0.00	0.00	0.00	0.00 %	1,093.00	0.00	0.00 %	0.00	1,093.00	0.00	0.00
75	Trim Labor	1,093.00	0.00	0.00	0.00	0.00	0.00 %	1,093.00	0.00	0.00 %	0.00	1,093.00	0.00	0.00
76	Equipment	765.00	0.00	0.00	0.00	0.00	0.00 %	765.00	0.00	0.00 %	0.00	765.00	0.00	0.00
77	HVAC:	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00
78	HVAC Equipment	77,562.00	0.00	0.00	0.00	0.00	0.00 %	77,562.00	0.00	0.00 %	0.00	77,562.00	0.00	0.00
79	Grills and Fans	85,427.00	0.00	0.00	0.00	0.00	0.00 %	85,427.00	0.00	0.00 %	0.00	85,427.00	0.00	0.00
80	Ductwork	43,716.00	0.00	0.00	0.00	0.00	0.00 %	43,716.00	0.00	0.00 %	0.00	43,716.00	0.00	0.00
81	Copper Lines	6,557.00	0.00	0.00	0.00	0.00	0.00 %	6,557.00	0.00	0.00 %	0.00	6,557.00	0.00	0.00
82	Test and Balance	10,929.00	0.00	0.00	0.00	0.00	0.00 %	10,929.00	0.00	0.00 %	0.00	10,929.00	0.00	0.00
83	Controls	10,929.00	0.00	0.00	0.00	0.00	0.00 %	10,929.00	0.00	0.00 %	0.00	10,929.00	0.00	0.00
84	ELECTRICAL:	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00
85	Electrical Fixtures Material	40,000.00	0.00	0.00	0.00	40,000.00	100.00 %	0.00	2,000.00	100.00 %	40,000.00	0.00	0.00	2,000.00
86	Fixture Installation	6,557.00	0.00	0.00	0.00	0.00	0.00 %	6,557.00	0.00	0.00 %	0.00	6,557.00	0.00	0.00
87	Fixture/Receptacle Rough In	26,219.00	0.00	6,555.00	0.00	6,555.00	25.00 %	19,664.00	327.75	25.00 %	6,555.00	19,664.00	327.75	327.75
88	Final Trim Out	3,278.00	0.00	0.00	0.00	0.00	0.00 %	3,278.00	0.00	0.00 %	0.00	3,278.00	0.00	0.00

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**Minutes of September 2, 2008
Mayor and Board of Aldermen**

89	Kitchen Equip/Water Heater	13,115.00	0.00	1,312.00	0.00	1,312.00	10.00 %	11,803.00	65.60
90	Tele/Data Rough In	1,093.00	0.00	110.00	0.00	110.00	10.06 %	983.00	5.50
91	Tele/Data Trim Out	16,393.00	0.00	0.00	0.00	0.00	0.00 %	16,393.00	0.00
92	AC Equipment Hook Up	16,393.00	0.00	1,639.00	0.00	1,639.00	10.00 %	14,754.00	81.95
93	Fire Alarm Material	7,760.00	0.00	7,760.00	0.00	7,760.00	100.00 %	0.00	388.00
94	Fire Alarm Labor	2,076.00	0.00	208.00	0.00	208.00	10.02 %	1,868.00	10.40
95	Service/Feeders	21,858.00	0.00	18,361.00	0.00	18,361.00	84.00 %	3,497.00	918.05
96	Mobilization/Temp Service	6,557.00	0.00	6,557.00	0.00	6,557.00	100.00 %	0.00	327.85
	CHANGE ORDER NO 001	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
97	Add Builders Risk Insurance	54,233.00	54,233.00	0.00	0.00	54,233.00	100.00 %	0.00	2,711.65
	CHANGE ORDER NO 002	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
98	Delete Existing Manhole	-2,235.00	0.00	0.00	0.00	0.00	0.00 %	-2,235.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	\$ 2,958,084.00	\$ 1,061,677.00	\$ 307,744.00	\$ 40,000.00	\$ 1,409,421.00	47.65 %	\$ 1,548,663.00	\$ 70,471.05

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**Minutes of September 2, 2008
Mayor and Board of Aldermen**

Invoice 8165

Customer **FLAGS**

Invoice Date **07/30/08**

LADNER TESTING LABORATORIES, INC.
P.O. BOX 2363
GULFPORT, MS 39505 USA

Telephone: 228/604-2527

Bill To:

FLAGSTAR CONSTRUCTION
14116 CUSTOMS BLVD. SUITE 106
GULFPORT, MS 39503

Project:

LONG BEACH SENIOR CITIZEN CENTER
DAUGHERTY ROAD
LONG BEACH, MS

Lab Date	Lab Number	Quantity	Description	Unit Price	Amount
06/17/08	035-08-1	4.00	CONCRETE TEST CYLINDERS	15.00	60.00
06/24/08	035-08-2	3.00	CONCRETE TEST CYLINDERS	15.00	45.00
06/24/08	035-08	2.00	HOURS/PICKED UP CYLINDERS	38.00	76.00
06/25/08	035-08-3	32.00	CONCRETE TEST CYLINDERS	15.00	480.00
06/25/08	035-08-3	14.00	HOURS/TWO MEN	38.00	532.00
<p>RECEIVED AUG 15 2008 <u>FLAGSTAR CONSTRUCTION</u></p>					
<p><i>(CHARGED AGAINST ALL 6 WARRANTS)</i> <i>M.B.T.</i></p>					
					<p>NonTaxable Subtotal 1193.00 Taxable Subtotal 0.00 Tax 0.00 Total Invoice 1193.00</p>

Customer Original

Page 1

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:48AM
Aug 26 08 07:58a HOWELL ELECTRICAL SERVICES

No. 5488 P. 5
6017669126 p.6

Longbeach Senior Citizen Center

Schedule of Values

*HOWELL
ELECTRICAL*

Item No.	Description of Work	Scheduled Value	From Previous Applications	This Period	Stored Materials (Not In D or E)	Total Completed and Stored (D + E + F)	%	Balance to Finish
1a	Fixture purchase	\$36,600.00			\$36,600.00	\$36,600.00	100%	\$0.00
1b	Fixture Installation	\$6,000.00		\$0.00	\$0.00	\$6,000.00	0%	\$6,000.00
2	Fixture/Rac Rough-In	\$23,990.00		\$5,997.50	\$0.00	\$5,997.50	25%	\$17,992.50
3	Final Trimout	\$3,000.00		\$0.00	\$0.00	\$0.00	0%	\$3,000.00
4	Kitchen equipment/water heater	\$12,000.00		\$1,200.00	\$0.00	\$1,200.00	10%	\$10,800.00
5a	Tel/Data rough in	\$1,000.00		\$100.00	\$0.00	\$100.00	10%	\$900.00
5b	Tel/Data trim out	\$15,000.00		\$0.00	\$0.00	\$0.00	0%	\$15,000.00
6	AC/ Ventilation Equipment	\$16,000.00		\$1,500.00	\$0.00	\$1,500.00	10%	\$13,500.00
7a	Fire Alarm equipment	\$7,100.00		\$7,100.00	\$0.00	\$7,100.00	100%	\$0.00
7b	Fire Alarm Installation	\$1,900.00		\$190.00	\$0.00	\$190.00	10%	\$1,710.00
8	Service/fees	\$20,000.00		\$16,877.00	\$0.00	\$16,877.00	84%	\$3,123.00
9	Mobilization/Temp service	\$6,000.00		\$6,000.00	\$0.00	\$6,000.00	100%	\$0.00
	total	\$147,590.00	\$38,984.50	\$38,984.50	\$36,600.00	\$75,584.50	51%	\$72,026.50

Minutes of September 2, 2008
Mayor and Board of Aldermen

Aug. 28. 2008 8:48AM
Aug 26 '08 07:59a HOWELL ELECTRICAL SERVICES

No. 5488 P. 6
6017669126 p.7



Phone: (601) 683-6141
Fax: (601) 485-1723

Fax

From: Cindy Giles	To: Jim Howell
Pages: 3	Fax: (601) 798-2026
Date: 4/22/2008 04:17:24 PM	Phone: () -
Subject: Robinson Electric	

Message:

Certificate for stored materials attached.

No. 0586 P. 1

Aug 25. 2008 10:39AM ROBINSON ELECTRIC

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28, 2008 8:48AM
Aug 26 '08 07:59a HOWELL ELECTRICAL SERVICES

No. 5488 P. 8
6017669126 p.9

FROM: Cindy Gilio, ACORD, 10000 Lakeside Blvd., Suite 1000, Dallas, TX 75243

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR # ROBIN-2	DATE (MM/DD/YYYY) 09/22/08
INSURED Mejor & Rosenbass Inc. 2405 8th Street P.O. Box 1729 Meridian MS 39502-1729 Phone: 601-693-6141 Fax: 601-685-1723		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		NAIC #	
INSURER A: Federal Insurance Company			
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURED Robinson Elect. Supply Co., Inc. P. O. Box 5358 Meridian MS 39302-5358			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PRODUCT LINE NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC.				EACH OCCURRENCE \$ DEDUCTIBLE (PER OCCURRENCE) \$ MED EXP (Any one contract) \$ PERSONAL & A&F INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP. ASS. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OR EMPLOYEE EXCLUDED? If yes, describe type SPECIAL PROVISIONS:				<input type="checkbox"/> DIS. <input type="checkbox"/> LTD. <input type="checkbox"/> ER EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYED \$ EL. DISEASE - POLICY LIMIT \$
A	Property section	35839281	09/30/07	09/30/08	Deduct. \$5,000 wind/hail see below

DESCRIPTION OF OPERATIONS / LOCATIONS / RISKS / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:
 re: \$35,000 in temporarily stored materials stored @ Robinson Electric's, 310 E. Canal St., Piquette, MS store. Wind/hail deductible \$4 or \$100,000.

CERTIFICATE HOLDER HOWELL Howell Electrical Services 2278 Henry Cochran Rd, Ste X Lumbardale MS 39452	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING INSURER WILL ENDORSE TO THE <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SAID FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. _____ Cindy D. Gilio
--	--

ACORD 25 (200108) © ACORD CORPORATION 1988

No. 0588 P. 2 ROBINSON ELECTRIC 08/25/2008 10:39AM

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:48AM
Aug 26 '08 07:59a HOWELL ELECTRICAL SERVICES

No. 5488 P. 7
6017689126 p.8

From: Cindy White, Mayor & Board of Aldermen, City of Chicago, Illinois

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2007/05)

No. 0588 P. 3

Aug. 25. 2008 10:39AM ROBINSON ELECTRIC

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:48AM
Aug 26 08 08:00a HOWELL ELECTICAL SERVICES

No. 5488 P. 9
6017669126 p.10

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08/22/08 08:13:11 AM
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*** INVOICE ***      PAGE  INVOICE #      FAX SENT
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1      780955 11      15:05:14  08/25/08
    
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ROBINSON ELECTRIC SUPPLY CO.
310 EAST CANAL STREET
P O BOX 1458
PICKAYUNE MS 39466

SHIP VIA :
CUST ORD#:SENIOR CITIZENS FAC.

SOLD TO:

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

SHIP TO:

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

WH	TAX	SLM	TYPE	CUST	INV-DATE	TERMS		
7	33	10	1	295473	08/25/08	PASSALONG CASH DISC		
LINE	ORDQTY	SHQTY	BOQTY	DESCRIPTION	U/M	PRICE	EXTENDED	
1	1	1		V48M28T22EE TRANSFORMER V48M28T22EE TAG:SENIOR CITIZENS FACILITY	E	.000	.00	
2	1	1		DPI CAN POW-R-LINE4 CAN TAG:DPI SENIOR CITIZENS FACILITY	E	.000	.00	
3	1	1		DPI TRIM POW-R-LINE4 TRIM TAG:DPI SENIOR CITIZENS FACILITY	E	.000	.00	
4	1	1		DPI PANELBOARD POW-R-LINE4 PANELBOARD TAG:DPI SENIOR CITIZENS FACILITY	E	.000	.00	
5	1	1		RP1 CAN POW-R-LINE 1A CAN TAG: RP1 SENIOR CITIZENS FACILITY	E	.000	.00	
6	1	1		POW-R-LINE1A POW-R-LINE1A TRIM: RP1 SENIOR CITIZENS FACILITY	E	.000	.00	
7	1	1		POW-R-LINE1A PANEL E POW-R-LINE1A PANELBOARD TAG:RP1 SENIOR CITIZENS FACILTY	E	.000	.00	
8	1	1		POW-R-LINE1A CAN E POW-R-LINE 1A CAN TAG RP2 SENIOR CITIZENS FACILITY	E	.000	.00	
9	1	1		POW-R-LINE1A TRIM E POW-R-LINE1A TRIM TAG:RP2 SENIOR CITIZENS FACILITY	E	.000	.00	
10	1	1		POW-R-LINE1A PANEL E POW-R-LINE1A PANELBOARD TAG:RP2 SENIOR CITIZENS FACILTY	E	.000	.00	

*** CONTINUED ON NEXT FORM ***

No.0623 P. 2/10

ROBINSON ELECTRIC 4:11PM 08/25/2008

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM
Aug 26 '08 08:01a HOWELL ELECTRICAL SERVICES

No. 5488 P. 10
6017669126 p.11

*** INVOICE *** PAGE INVOICE # FAX SENT

2 780955 11 15:05:14 08/25/08

ROBINSON ELECTRIC SUPPLY CO.
310 EAST CANAL STREET
P O BOX 1458
PICAYUNE MS 39466

SHIP VIA :
CUST ORD#:SENIOR CITIZENS FAC.

SOLD TO:

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD

SHIP TO:

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD

LUCEDALE MS 39452

LUCEDALE MS 39452

WH	TAX	SLM	TYPE	CUST	INV-DATE	TERMS		
7	33	10	1	295473	08/25/08	PASSALONG CASH DISC		
LINE	ORDQTY	SEFQTY	BOQTY	DESCRIPTION	U/M	PRICE	EXTENDED	
11	1	1		POW-R-LINE1A CAN E		.000	.00	
				POW-R-LINE 1A CAN TAG EKP1				
				SENIOR CITIZENS FACILITY				
12	1	1		POW-R-LINE1A TRIM E		.000	.00	
				POW-R-LINE1A TRIM TAG:EKP1				
				SENIOR CITIZENS FACILITY				
13	1	1		POW-R-LINE 1A E		.000	.00	
				POW-R-LINE 1A PANELBOARD				
				TAG:EKP1 SENIOR CITIZENS FAC.				
14	1	1		POW-R-LINE1A E		.000	.00	
				POW-R-LINE1A CAN TAG:EKP2				
				SENIOR CITIZENS FACILITY				
15	1	1		POW-R-LINE1A TRIM E		.000	.00	
				POW-R-LINE1A TRIM TAG:EKP2				
				SENIOR CITIZENS FACILITY				
16	1	1		POW-R-LINE1A PANEL E		.000	.00	
				POW-R-LINE1A PANELBOARD				
				TAG:EKP2 SENIOR CITIZENS FAC.				
17	1	1		POW-R-LINE 1A CAN E		.000	.00	
				POW-R-LINE1A CAN TAG:A1 SENIOR				
				CITIZENS FACILITY				
18	1	1		POW-R-LINE1A TRIM E		.000	.00	
				POW-R-LINE1A TRIM TAG:A1				
				SENIOR CITIZENS FACILITY				
19	1	1		POW-R-LINE1A PANEL E		.000	.00	
				POW-R-LINE1A PANELBOARD				
				TAG:A1 SENIOR CITIZENS FACILTY				
20	1	1		POW-R-LINE1A CAN E		.000	.00	
				POW-R-LINE 1A CAN TAG A2				
				SENIOR CITIZENS FACILITY				

*** CONTINUED ON NEXT FORM ***

No. 0623 P. 3/10

ROBINSON ELECTRIC AUG. 25. 2008 4:19PM

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM
Aug 26 08 08:01a HOWELL ELECTRICAL SERVICES

No. 5488 P. 11
6017669126 p.12

*****INVOICE*****

*** INVOICE *** PAGE INVOICE # FAX SENT

3 780955 11 15:05:14 08/25/08

ROBINSON ELECTRIC SUPPLY CO.
310 EAST CANAL STREET
P O BOX 1858
PICAYUNE MS 39466

SHIP VIA :
CUST ORD#: SENIOR CITIZENS FAC.

SOLD TO:

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

SHIP TO:

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

WH	TAX	SLM	TYPE	CUST	INV-DATE	TERMS
7	33	10	I	295473	08/25/08	PASSALONG CASH DISC

LINE	ORDQTY	SEPOQTY	BOOQTY	DESCRIPTION	U/M	PRICE	EXTENDED
21	1	1		POW-R-LINEIA TRIM E		.000	.00
				POW-R-LINEIA TRIM TAG-A2			
				SENIOR CITIZENS FACILITY			
22	1	1		POW-R-LINEIA PANEL E		.000	.00
				POW-R-LINEIA PANELBOARD			
				TAG-A2 SENIOR CITIZENS FAC.			
23	1	1		PRIC SWITCHBOARD E		.000	.00
				PRIC SWITCHBOARD TAG-MDP			
				SENIOR CITIZENS FACILITY			
24	1	1		LOT EA		16877.000	16877.00
				LOT PRICING FOR ABOVE ITEMS			
				MIKE ATKINS			

*****BRINGING YOU THE*****
POWER

*****OF LOCAL SERVICE*****

SUB TOTAL 16877.00
TAX .00
GRAND TOTAL 16877.00

Aug 25 2008 4:19PM

ROBINSON ELECTRIC

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM No. 5488 P. 12
 Aug 26 '08 08:02a HOWELL ELECTICAL SERVICES 6017669126 p.13

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    08/25/08 08:15 PM LU: ROBINSON ELECTICAL SUPPLY CO.
    *** INVOICE *** PAGE INVOICE # FAX SENT
    *****
    1 780985 04 15:03:15 08/25/08

    ROBINSON ELECTRIC SUPPLY CO. SHIP VIA :
    310 EAST CANAL STREET
    P O BOX 1458 CUST ORD#:
    PICAYUNE MS 39466

    SOLD TO: SHIP TO:
    -----
    HOWELL ELEC-SENIOR CITIZENS HOWELL ELEC-SENIOR CITIZENS
    2279 B HENRY COCHRAN RD 2279 B HENRY COCHRAN RD
    LUCEDALE MS 39452 LUCEDALE MS 39452
    
```

WH	TAX	SIM	TYPE	CUST	INV-DATE	TERMS
7	33	10	1	295473	08/25/08	PASSALONG CASH DISC

LINE	ORDQTY	SHQTY	BOQTY	DESCRIPTION	Q/M	PRICE	EXTENDED
1	41	41		C6V12632TC600CLHBT E C6V-126/32T/C600C-L/HBTL TAG:B SENIOR CITIZENS FACILITY		.000	.00
2	5	5		C6V12632TC600CLHBT E C6V-126/32T/C600C-L/HBTL TAG:J SENIOR CITIZENS FACILITY		.000	.00
3	4	4		C8126/42TC800LCCLC E C8-126/42T/C800LC-CL-CG/HBTL TAG:N SENIOR CITIZENS FACILITY		.000	.00
4	17	17		C6V12632TC600CLHBT E C6V-126/32T/C600C-L/HBTL TAG:R SENIOR CITIZENS FACILITY		.000	.00
5	1	1		LOT EA		8042.810	8042.81

LOT PRICING FOR ABOVE ITEMS
MIKE ATKINS

*****BRINGING YOU THE*****
 POWER
 *****OF LOCAL SERVICE*****

SUB TOTAL 8042.81
 TAX .00
 GRAND TOTAL 8042.81

0/2 P. 5/10 Aug. 25. 2008 4:19PM ROBINSON ELECTRIC

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM
Aug 26'08 08:02a HOWELL ELECTICAL SERVICES

No. 5488 P. 13
6017669126 p.14

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***** INVOICE *****
***** PAGE INVOICE # FAX SENT *****
***** 1 780990 00 14:51:39 08/25/08 *****

ROBINSON ELECTRIC SUPPLY CO.
310 EAST CANAL STREET
P O BOX 1458
PICAYUNE MS 39466

SHIP VIA :
CUST ORD#: SENIOR CITIZENS FAC.

SOLD TO:
HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

SHIP TO:
HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452
    
```

WB	TAX	SLM	TYPE	CUST	INV-DATE	TERMS
7	33	10	1	295473	08/25/08	PASSALONG CASH DISC

LINE	ORDQTY	SHPGTY	BOQTY	DESCRIPTION	U/M	PRICE	EXTENDED
1	15			TWR2-W-8 TWR2-W-8 TAG:EM SENIOR CITIZENS FACILITY	E	.000	.00
2	8			TMR2E22WPW691 TMR2E22-W/PW69-1 TAG:EMR SENIOR CITIZENS FACILITY	E	.000	.00
3	13			TLXEMR0W TLXEMR0W TAG:EXIT SENIOR CITIZENS FACILITY	E	.000	.00
4	1	1		LOT LOT PRICING FOR ABOVE ITEMS MIKE ATKINS	EA	2228.890	2228.89

*****BRINGING YOU THE*****
POWER
*****OF LOCAL SERVICES*****

SUB TOTAL 2228.89
TAX .00
GRAND TOTAL 2228.89

No. 0623 P. 6/10

Aug. 25. 2008 4:19PM ROBINSON ELECTRIC

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM
Aug 26 08 08:02a HOWELL ELECTRICAL SERVICES

No. 5488 P. 14
6017669126 p.15

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***** INVOICE *****
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PAGE INVOICE # FAX SENT
1 780988 02 14:57:11 08/25/08
    
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ROBINSON ELECTRIC SUPPLY CO.
310 EAST CANAL STREET
P O BOX 1458
PICAYUNE MS 39466

SHIP VIA :
CUST ORD#: SENIOR CITIZENS FAC.

SOLD TO:

SHIP TO:

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

WH	TAX	SLM	TYPE	CUST	INV-DATE	TERMS
7	33	10	1	295473	08/25/08	PASSALONG CASH DISC

LINE	ORDQTY	SHPQTY	BOQTY	DESCRIPTION	U/M	PRICE	EXTENDED
1	1	1		LOT	EA	1201.110	1201.11
				LOT PRICING FOR ABOVE ITEMS			
2	1	1		FRT	E	75.350	75.35
				FREIGHT CHARGE			
3	9	9		8341-15	E	.000	.00
				SEAGULL#8341-15 TAG:C SENIOR			
				CITIZENS FACILITY			
				MIKE ATKINS			

*****BRINGING YOU THE*****
POWER
*****OF LOCAL SERVICE*****

SUB TOTAL 1276.46
TAX .00
GRAND TOTAL 1276.46

Aug 25 2008 4:20PM

ROBINSON ELECTRIC

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM
Aug 26 '08 08:03a HOWELL ELECTRICAL SERVICES

No. 5488 P. 15
6017669126 p.16

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***** INVOICE *****
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PAGE INVOICE # FAX SENT
1 781025 01 14:50:04 08/25/08
    
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ROBINSON ELECTRIC SUPPLY CO.
310 EAST CANAL STREET
P O BOX 1458
PICAYUNE MS 39466

SHIP VIA :
CUST ORD#: SENIOR CITIZENS PAC.

SOLD TO:
HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

SHIP TO:
HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

WH	TAX	SIM	TYPE	CUST	INV-DATE	TERMS
7	33	10	1	295473	08/25/08	PASSALONG CASH DISC

LINE	ORDQTY	SHIPQTY	BOQTY	DESCRIPTION	U/M	PRICE	EXTENDED
1	140	140		XP32T8735	E	1.540	215.60
				XTRA-LITE F32T8/735 32W T8 FLO			
2	63	63		XPLT324P735	E	7.220	454.86
				PLT324P735			
3	4	4		XPLT424P735	E	7.220	28.88
				PLT424P735			
4	18	18		X120BR40FL130V	E	2.740	49.32
				XTRA-LITE 120BR40/FL-130V LAMP			
				MIKE ATKINS			

*****BRINGING YOU THE*****
POWER
*****OF LOCAL SERVICE*****
IF PAID BY 09/10/08 DEDUCT 4.84

SUB TOTAL 748.66
TAX .00
GRAND TOTAL 748.66

01/8 '8 2200'0N

ROBINSON ELECTRIC AUG 25 2008 1:20PM

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM
Aug 26 08 08:03a HOWELL ELECTRICAL SERVICES

No. 5488 P. 16
6017669126 p.17

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***** ORDER *****
** ACKNOWLEDGMENT **
*****

PAGE ORDER # ACKNOWLEDGMENT FAXED
1 780987-00 17:21:29 08/25/08

ROBINSON ELECTRIC SUPPLY CO.
310 EAST CANAL STREET
P O BOX 1458
PICAYUNE MS 39466
PHONE: 601-798-4326 FAX: 601-798-2026

SHIP VIA :
CUST PO# : SENIOR CITIZENS FAC.

SOLD TO: 295473-0000
HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452

FOR SHIPMENT TO
HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD
LUCEDALE MS 39452
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ORDER DATE DUE DATE SALESPERSON
06/06/2008 06/06/2008 CHERI J MOESTA
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LINE	ORD-QTY	E/O-QTY	ITEM/DESCRIPTION	UNIT-PRICE	U/M	EXTENDED
1	11		PGN16332FDSSOMWS LSI PGN-16-332-FD-SSO-MWS- LM735-120 TAG:A SENIOR CITIZENS FACILITY	.000	E	.00
2	72		PGN16332FDSSOMWS LSI PGN-16-332-FD-SSO-MWS- LM735-120 TAG:H SENIOR CITIZENS FACILITY	.000	E	.00
3	4		PGN16332FDSSOMWS LSI PGN-16-332-FD-SSO-MWS- LM735-120 TAG:I SENIOR CITIZENS FACILITY	.000	E	.00
4	20		INX632890120 IMX-632-SSO-120 TAG L SENIOR CITIZENS FACILITY	.000	E	.00
5	5		WNA10232SSO10LM735 WNA10-232-SSO10-IM735-UE TAG:P SENIOR CITIZENS FACILITY	.000	E	.00
6	18		NLPF8232SSOPSSIM NLP-F-8-232-SSO-PSS-IM735-UE TAG:T SENIOR CITIZENS FACILITY	.000	E	.00
7	5		F222322SSOUE F22-232-2-SSO-UE TAG:Z SENIOR CITIZENS FACILITY	.000	E	.00
8	1		LOT LOT PRICING FOR ABOVE ITEMS	24306.080	EA	24306.08

THE ABOVE ORDER HAS BEEN RECEIVED
AND IS CURRENTLY BEING PROCESSED.

MSSE SUB TOTAL 24306.08
TAX .00
GRAND TOTAL 24306.08

No. 0640 P. 1

Aug-25-2008 5:09PM ROBINSON ELECTRIC

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:49AM
Aug 28 08 08:04a HOWELL ELECTRICAL SERVICES

No. 5488 P. 17
6017689126 p.18

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ROBINSON ELECTRIC SUPPLY CO.      SHIP VIA :
310 EAST CANAL STREET
P O BOX 1458                      CUST ORD#:SENIOR CITIZENS FAC.
PICAYUNE MS 39466

SOLD TO:                          SHIP TO:
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HOWELL ELEC-SENIOR CITIZENS      HOWELL ELEC-SENIOR CITIZENS
2279 B HENRY COCHRAN RD          2279 B HENRY COCHRAN RD
LUCEDALE MS 39452                LUCEDALE MS 39452

WH  TAX  SIM  TYPE  CUST  INV-DATE  TERMS
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7    33   10    1    295473  08/25/08  PASSALONG CASH DISC

LINE ORDQTY SHPQTY BOQTY DESCRIPTION U/M PRICE EXTENDED
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*****BRINGING YOU THE*****
POWER
*****OF LOCAL SERVICE*****
    
```

SUB TOTAL 11306.08
TAX .00
GRAND TOTAL 11306.08

01/01 p. 10/10 No. 0628

ROBINSON ELECTRIC 4:28PM 08-25-2008

Minutes of September 2, 2008 Mayor and Board of Aldermen

Aug. 28. 2008 8:50AM No. 5488 P. 18
 Aug 26 08 08:04a HOWELL ELECTRICAL SERVICES 6017669126 p.19
 08/25/08 01:10 PM EDT Robinson Electric Su via VSI-FAX Page 2 of 3 #52265 8

*** INVOICE *** PAGE INVOICE # FAX SENT

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ROBINSON ELECTRIC SUPPLY CO.
 310 EAST CANAL STREET
 P O BOX 1458
 PICAYUNE MS 39466

SHIP VIA :
 CUST ORD#:SENIOR CITIZENS FAC.

SOLD TO:

 HOWELL ELEC-SENIOR CITIZENS
 2279 B HENRY COCHRAN RD
 LUCEDALE MS 39452

SHIP TO:

 HOWELL ELEC-SENIOR CITIZENS
 2279 B HENRY COCHRAN RD
 LUCEDALE MS 39452

WE	TAX	SLM	TYPE	CUST	INV-DATE	TERMS
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LINE	ORDQTY	SHQTY	BOQTY	DESCRIPTION	U/M	PRICE	EXTENDED
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3	4	4		PGN16332FDSSOMWS E LSI PGN-16-332-FD-SSO-MWS- LM735-120 TAG:I SENIOR CITIZENS FACILITY		.000	.00
4	20	20		IMX632SSO120 E IMX-632-SSO-120 TAG L SENIOR CITIZENS FACILITY		.000	.00
5	5	5		WNA10232SSO10LM735 E WNA10-232-SSO10-LM735-UE TAG:P SENIOR CITIZENS FACILITY		.000	.00
6	18	18		N1PF8232SSOFSSLM E N1P-F-8-232-SSO-FSS-LM735-UE TAG:T SENIOR CITIZENS FACILITY		.000	.00
7	5	5		F222322SSOUE E F22-232-2-SSO-UE TAG:Z SENIOR CITIZENS FACILITY		.000	.00
8	1	1		LOT EA LOT PRICING FOR ABOVE ITEMS MIKE ATKINS		11306.080	11306.08

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Minutes of September 2, 2008 Mayor and Board of Aldermen

Job Title: Long Beach Senior Center Daugherty Road Long Beach, MS	Contract No.: 14116 Customs Blvd. Ste. 105 Gulfport, MS 39507		Start Date: 03/17/08		Completion Date: 02/15/2009														
	Project Number:		September-08		October-08														
	1-8	9-15	16-22	23-31	1-5	6-12	13-19	20-26	27-31	1-9	10-16	17-23	24-31	1-4	5-11	12-18	19-25	26-31	
DESCRIPTION	Construction Schedule																		
1 BUILDING LAYOUT																			
2 AUGAR CAST PILES																			
3 BUILDING DIRTWORK																			
4 PAVING DIRTWORK																			
5 STORM DRAINAGE																			
6 EROSION CONTROL																			
7 SEEDING																			
8 SIDEWALKS																			
9 CRUSHED CONCRETE PAVING																			
10 CONCRETE FOUNDATION/SLAB																			
11 MASONRY																			
12 MISC. STRUCTURAL STEEL																			
13 ROUGH CARPENTRY																			
14 MILLWORK																			
15 HOLLOW METAL FRAMES																			
16 HOLLOW METAL DOORS																			
17 WOOD DOORS																			
18 FINISH HARDWARE																			
19 COLLING DOORS																			
20 STOREFRONT / WINDOWS																			
21 METAL STUDS																			
22 SHEETROCK																			
23 I/A CEILING																			
24 PAINTING																			
25 BLOCK SEALER																			
26 CERAMIC TILE																			
27 VCT FLOORING																			
28 FIBERGLASS COLUMNS																			
29 TOILET PARTITIONS																			
30 TOILET ACCESSORIES																			
31 METAL BUILDING																			
32 METAL BUILDING ERECTION																			
33																			
34																			

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Job Title: Long Beach Senior Center Daugherty Road Long Beach, MS PAGE #2	Construction Schedule																			
	March-08	April-08	MAY-08	JUNE-08	JULY-08	AUGUST-08	SEPTEMBER-08	OCTOBER-08												
DESCRIPTION	1-8	8-15	15-22	23-31	1-4	4-11	11-17	18-24	25-31	1-7	7-14	14-21	21-27	28-30	1-4	4-11	11-18	18-25	26-31	
35 PLUMBING SLAB ROUGH-IN																				
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37 VENTS THRU ROOF																				
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39 DOMESTIC INSULATION																				
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41 GAS PIPING																				
42 FIRE PROTECTION ROUGH-IN																				
43 FIRE PROTECTION TRIM-OUT																				
44 HVAC EQUIPMENT																				
45 DUCTWORK																				
46 COPPER LINES																				
47 GRILLS / FANS																				
48 CONTROLS																				
49 TEST & BALANCE																				
50 ELECTRICAL FIXTURE ROUGH-IN																				
51 RECEPTACLE ROUGH-IN																				
52 FIXTURES																				
53 FIXTURE INSTALLATION																				
54 RECEPTACLE TRIM-OUT																				
55 KITCHEN EQUIP. ROUGH-IN																				
56 TELE / DATA ROUGH-IN																				
57 TELE / DATA TRIM-OUT																				
58 A/C EQUIP. HOOK-UP																				
59 FIRE ALARM MATERIAL																				
60 FIRE ALARM INSTALLATION																				
61 SERVICE / FEEDERS																				
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66																				
67																				
68																				

Contract No.: 03/17/08
Start Date: 03/17/08
Completion Date: 02/15/2009
Project Number:

FLAGSTAR CONSTRUCTION
14116 Customs Blvd., Sta. 105
Gulfport, MS 39507

Minutes of September 2, 2008 Mayor and Board of Aldermen

DESCRIPTION	November-08		December-08		January-09		February-09		March-09		April-09		May-09		June-09						
	1-8	9-15	16-22	23-30	1-8	7-13	14-20	21-27	28-31	1-3	14-10	11-17	18-24	25-31	1-7	8-14	15-21	22-28	29-31		
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32 METAL BUILDING ERECTION																					
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Contract No.: 03/17/08
 Start Date: 03/17/08
 Completion Date: 02/15/2009
 Project Number:

FLAGSTAR CONSTRUCTION
 14116 Customs Blvd. Ste. 105
 Gulfport, MS 39507

Job Title: Long Beach Senior Center
 Daugherty Road
 Long Beach, MS
 PAGE #3

Minutes of September 2, 2008 Mayor and Board of Aldermen

DESCRIPTION	November-08		December-08		January-09		February-09		March-09		April-09		May-09		June-09						
	1-8	9-15	16-22	23-30	1-6	7-13	14-20	21-27	28-31	1-3	4-10	11-17	18-24	25-31	1-7	8-14	15-21	22-28	29-31		
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48 CONTROLS																					
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51 RECEPTACLE ROUGH-IN																					
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Job Title: Long Beach Senior Center
 Daugherty Road
 Long Beach, MS
 PAGE #4

FLAGSTAR CONSTRUCTION
 14116 Customs Blvd. Ste. 105
 Gulfport, MS 39507

Contract No.: 03/17/08
 Start Date: 02/15/2008
 Completion Date: 02/15/2008
 Project Number:

Construction Schedule

* * * * *

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve Change Order Number 3, Flagstar Construction Company, Inc., Senior Citizen and Recreation Facility Project, as follows:

**Minutes of September 2, 2008
Mayor and Board of Aldermen**

 **AIA Document G701™ – 2001**

Change Order

PROJECT (Name and address): Long Beach Senior Citizen & Recreation Facility Daugherty Rd Long Beach, MS 39560	CHANGE ORDER NUMBER: 003 DATE: August 22, 2008	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Flagstar Construction Company, Inc. 2006 Aspen Cove Brandon, MS 39042	ARCHITECT'S PROJECT NUMBER: 8273 CONTRACT DATE: February 15, 2008 CONTRACT FOR: General Construction	

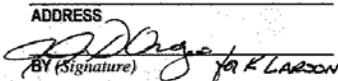
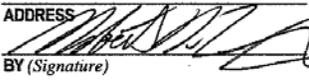
THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Add Community Room Building (Option No 2) as per plans and specifications.

The original Contract Sum was	\$ 2,906,086.00
The net change by previously authorized Change Orders	\$ 51,998.00
The Contract Sum prior to this Change Order was	\$ 2,958,084.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 504,282.00
The new Contract Sum including this Change Order will be	\$ 3,462,366.00

The Contract Time will be increased by Thirty (30) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 15, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Larson Kramer & Associates</u> ARCHITECT (Firm name)	<u>Flagstar Construction Company, Inc.</u> CONTRACTOR (Firm name)	<u>City of Long Beach, MS</u> OWNER (Firm name)
<u>701 North York Rd, Hinsdale, IL 60521</u>	<u>2006 Aspen Cove, Brandon, MS 39042</u>	<u>645 Klondyke Rd, P.O. Box 929, Long Beach, MS 39560</u>
ADDRESS	ADDRESS	ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>KEITH LARSON</u> (Typed name)	<u>Robert D Lawrence, Project Manager</u> (Typed name)	<u>William Skellie Jr, Mayor</u> (Typed name)
<u>SEPTEMBER 9 2008</u> DATE	<u>August 22, 2008</u> DATE	<u>SEPTEMBER 5, 2008</u> DATE

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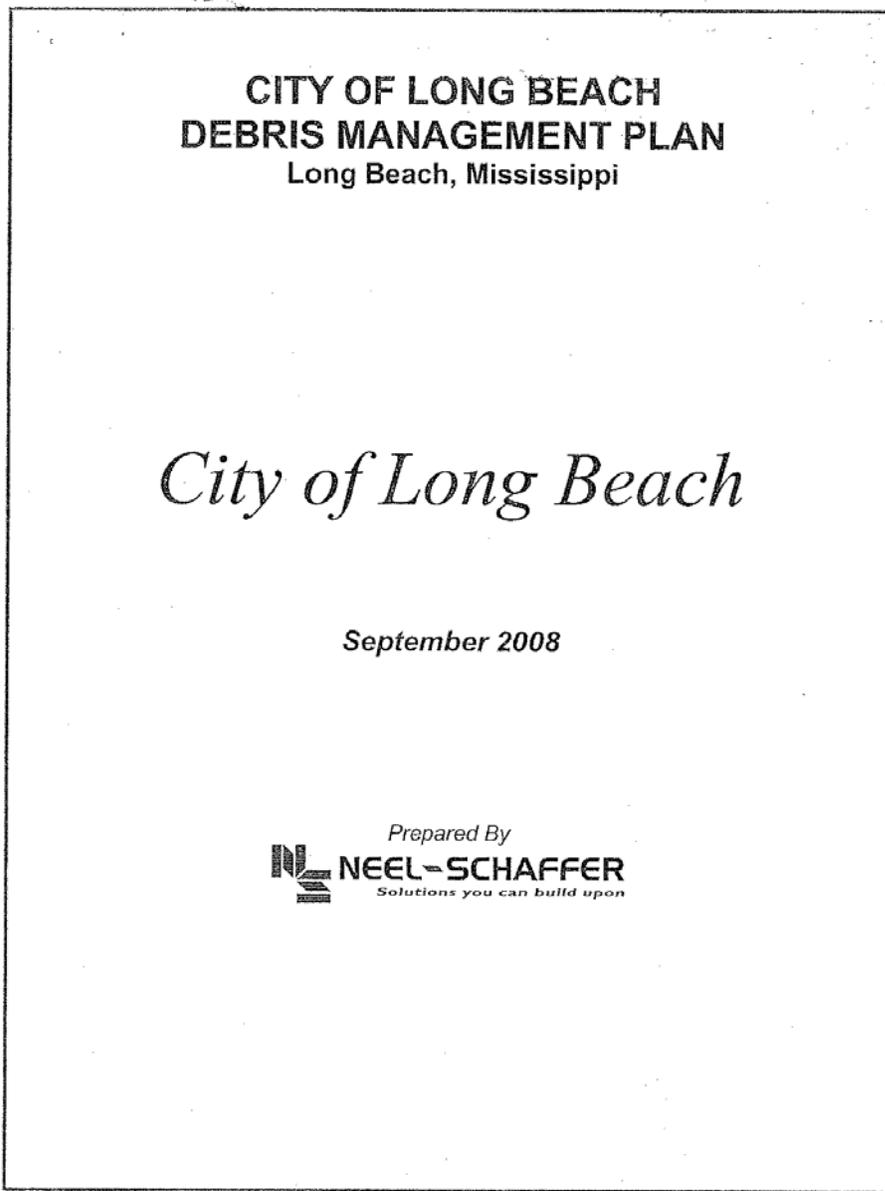
There came on for discussion the proposals solicited for the "70 HOUR DEBRIS PUSH CONTRACT". The Clerk reported that eight (8) proposals were received in response to solicitations faxed to thirteen (13) different businesses.

After considerable discussion, Alderman Anderson made motion seconded by Alderman Boggs and unanimously carried to retain the eight (8) proposals received to utilize in the aftermath of Hurricane Gustav, Hurricane Ike, Hurricane Josephine and

**Minutes of September 2, 2008
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the remainder of the 2008 hurricane season, if necessary; and to publish legal advertisement to solicit formal proposals for the 2008 and 2009 Hurricane season.

Alderman Holder made motion seconded by Alderman Anderson and unanimously carried to adopt the City of Long Beach Debris Management Plan, as follows:



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Long Beach Debris Management Plan, August 2008

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Long Beach Debris Management Plan, August 2008

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Long Beach Debris Management Plan, August 2008

1. EXECUTIVE SUMMARY

1.1. Background

The City of Long Beach is located along the Mississippi Gulf Coast in Harrison County. According to the U.S. Census Bureau, the City's population was approximately 17,320 residents in 2000. The City is approximately ten square miles, including waterfront along the Mississippi Sound. Long Beach is bordered by the City of Pass Christian to the west, unincorporated Harrison County to the north, and the City of Gulfport to the east.

The City of Long Beach is vulnerable to natural and manmade hazards, including severe weather, urban fire and hazardous material spills. The City can manage many disaster situations with internal resources. However, there are potential debris-generating events that may overwhelm the City's assets and capabilities. The Debris Management Plan establishes the framework within which the City will manage and handle the debris generated by potential natural and manmade disasters. This Plan will also address the potential role that local, state and federal agencies will play in a debris removal operation. Additionally, it will identify the tasks which require outsourcing to private contractors.

This Plan was written based on the Federal Emergency Management Agency (FEMA) 325 Public Assistance Debris Management Guide, July 2007. Lessons learned from Hurricane Katrina and other debris-generating storms across the State of Mississippi have also been implemented in this Plan. It is the City's desire to properly develop and implement a sound Debris Management Plan in an effort to better serve the needs of its citizens by quickly responding to debris-generated activities to return the City to its pre-event character.

1.2. Mission

The mission for the City of Long Beach Debris Management Plan is to provide a unified and coordinated approach for the City's Public Works Department and Public Safety Department. This plan is intended to facilitate and coordinate the removal, collection, and disposal of debris following a disaster, to protect against potential threats to the health, safety, and welfare of the impacted citizens, and expedite recovery efforts in the impacted area, and address the threat of significant damage to improved public or private property.

2. Staff Roles and Responsibilities

Following a natural or manmade disaster, traditional roles and responsibilities within the City infrastructure will change. Functions not normally performed must be assumed and assistance obtained from all available departments. One of the primary functions of this Plan is to clearly describe basic organization and assignment of specific responsibilities.

This section provides an organizational chart of a debris-response initiative, as well as a definition of departmental debris-related responsibilities that includes debris plan implementation and plan maintenance.

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Long Beach Debris Management Plan, August 2008

2.1. Organizational Chart

The Mayor, Public Works Director and the City Engineer will be designated as the Debris Management Team and will coordinate all debris clearing operations and debris removal and disposal operations from a centralized location at the Public Works Department, 407 Kohler Avenue. In the event that the Public Works Department is not able to provide housing and resources, City Hall will be utilized at 645 Klondyke Road. The Fire Station # 1, 645 Klondyke Road, will be used as a secondary location as well.

The Debris Management Team will provide overall supervision of a joint debris staff made up of personnel from the Public Works Department, City Hall, Community Development, and as needed from the Civil Defense Director and the City's Police and Fire Departments. The Team will be the single point of contact responsible for all disaster debris removal and disposal operations, and interfacing with representatives from the County, State and Federal agencies.

The Public Works Department is responsible for coordinating clearance of debris from emergency evacuation routes, access routes to critical facilities, and all other streets throughout the city; and is responsible for the permanent removal and disposal of all debris deposited along or immediately adjacent to public rights-of-way throughout the city.

When properly implemented, the result will be a coordinated and comprehensive effort to reduce debris-related impacts of an emergency or disaster within the city.

Minutes of September 2, 2008

Mayor and Board of Aldermen

Long Beach Debris Management Plan, August 2008

2.2. Roles and Responsibilities

The Debris Project Manager should be knowledgeable of the cities processes, procedures, personnel, resources, and limitations. This position will be responsible for the overall operation, planning and logistics of the debris management operations. Communication and coordination are key elements of the project manager's duties. In addition, the Debris Project Manager will assign tasks to team members and monitor the completion of tasks to ensure quick implementation of the debris removal operations. This person may be a member of the City staff (Public Works Director, City Engineer) or a consultant contracted by the City for a particular event.

2.2.1. Public Safety

The primary responsibility of the Police and Fire Departments is to ensure the safety of residents in the City. This includes, but is not limited to:

- Establishment of check-points at the entries to high-risk areas to ensure that only necessary personnel are accessing the area;
- Coordination with state and federal officials to assist with the search and rescue efforts following a catastrophic event; and
- Provide debris removal staff with recovery services following a catastrophic event.

2.2.2. Mayor and Board of Alderman

The primary responsibility of the Mayor and Board of Alderman will be to provide data entry clerks, finance personnel and a public information officer. This department will also be responsible for establishing a system for managing records in order to collect and keep all the documentation that may be required for the FEMA Public Assistance (PA) grants. Documentation may include, but is not limited to:

- Personnel policies;
- Labor and equipment timesheets and summaries;
- Safety procedures;
- Contract procurement procedures;
- Contracts;
- Billing and invoices, including debris hauler load tickets;
- Environmental permits;
- Rights-of-Entry (ROE) and hold harmless agreements for private property debris removal and demolition, when applicable;
- Public information announcements; and
- Debris salvage value information.

2.2.3. Contracting and Procurement

The primary role of the Purchasing Division is to prepare debris contracts for advertisement or have pre-qualified contractors in place prior to the event. This portion of the Plan needs to be updated as the City's procurement procedures and contacts may change over time. Listed below are typical duties of this department:

- Develop contract requirements;
- Establish contractor's qualifications;
- Distribute instructions to bidders;
- Advertise bids;
- Establish a pre-disaster list of pre-qualified contractors; and
- Establish a post-disaster contracting procedure if necessary.

Minutes of September 2, 2008

Mayor and Board of Aldermen

Long Beach Debris Management Plan, August 2008

2.2.4. *Legal*

The designated legal staff will be responsible to lead the review process for all legal matters in the debris management process. Additional duties include, but may not be limited to:

- Review contracts;
- Review and/or establish a land acquisition process for temporary debris management sites;
- Review insurance policies;
- Ensure environmental and historic preservation compliance before, during, and after operations;
- Ensure that site restoration and closure requirements are fulfilled;
- Review and/or establish a building condemnation processes;
- Review and/or establish a legal process for private property demolition and debris removal; and
- Review right-of-entry and hold harmless agreements.

2.2.5. *Operations*

The Public Works staff is responsible for the supervision of government and contract resources as well as overall project implementation. The Public Works Department is responsible for implementing the debris removal operations. The tasks include, but may not be limited to:

- Coordination with pre-event contractors to activate work assignments and stage at appropriate locations;
- Collect corresponding bonding requirements for payment and performance bonds to ensure arrival of contractors;
- Position equipment and resources for the response and recovery debris removal operations;
- Develop staff schedules and strategies;
- Provide communication, facilities, services, equipment, and materials to support the response and recovery activities;
- Monitor and direct force account and contract labor;
- Distribute response and recovery resources;
- Operate and manage the collection, debris management site, and disposal strategies;
- Create a demolition strategy for structures, if necessary; and
- Report progress for distribution to the debris management planning staff.

2.2.6. *Engineering*

The Engineering staff supports all other debris management sections in a technical role. The Engineering Department provides debris quantity estimates. The following are tasks that may be completed by the Engineering staff:

- Forecast debris volumes based on predicted disaster type;
- Develop an estimating strategy for post-disaster debris quantities;
- Identify and map potential debris haul routes;
- Select debris management sites and design the site layout;
- Determine reduction and recycling means and methods;
- Identify and coordinate environmental issues;
- Develop the debris collection strategy; and
- Write contract scopes of work, conditions, and specifications;
- Coordinate with other local and state jurisdictions for road clearance and operations.

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2.2.7. Public Affairs

The duties of the Public Affairs Manager include distributing information and educating citizens about the debris operations. The strategy should include various methods of communication (newspaper, television, radio, Internet, etc.). Pre-scripted information for distribution should include:

- Debris pick-up schedules;
- Disposal methods and ongoing actions to comply with federal, state and local environmental regulations;
- Disposal procedures for self-help and independent contractors;
- Restrictions and penalties for creating illegal dumps;
- Curbside debris segregation instructions;
- Public drop-off locations for all debris types; and
- Process for answering the public's questions concerning debris removal.

2.3. Emergency Communications Strategy

The established communications center, whether Public Works or Emergency Operations Center, shall be able to communicate directly with the contractor's City representatives. Pre-position contractors are required to provide multiple contact methods.

The National Weather Service monitors hurricane and storm activity, and issues official bulletins to local and regional TV and radio stations. City Employees are instructed to monitor local radio or television stations.

Here is a list of local outlets where residents and City staff can obtain emergency information:

TELEVISION	RADIO – AM
WLOX-TV 13	WQFX 1130
WXXV-TV 25	WBSL 1190
The Weather Channel	WGCM 1240
	WROA 1390
RADIO – FM	WXBD 1490
WQYZ 92.5	WTNI 1640
WMJY 93.7	
WJZD 94.5	ONLINE
WZNF 95.3	Long Beach.ms.us
WUJM 96.7	fema.gov
WCPR 97.9	co.harrison.ms.us
WKNN 99.1	
WGCM 102.3	PHONE
WBUV 104.9	City of Long Beach
WXRG 105.9	Storm Info Line
WXYK 107.1	(228) 435-6300
WZKX 107.9	

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- 2.4. **Health and Safety Strategy and Procedures**
Occupational Safety and Health Mayor and Board of Alderman (OSHA) requirements will be enforced at all times. All contracts will require the contractor to provide their own safety personnel and Personal Protection Equipment (PPE) for their personnel.

Each debris contractor is responsible for his own staff and vehicle inspections.

- 2.5. **Training**
Each employee engaged in field activity of debris removal is required to have the 8-hour Asbestos Awareness Training, which requires renewal annually. This training is a requirement of OSHA.

3. Situation and Assumptions

The magnitude of the disaster and potential for damage needs to be assessed (when possible) to prepare for an appropriate response of personnel and resources. Small storms would require a lesser mobilization of people and supplies than a major storm.

Listed below is a history of hurricane/tropical storms and tornadoes that impacted the City of Long Beach and Harrison County. This information provides a basis for forecasting debris quantities by analyzing trends in events.

Historical Hurricanes & Tropical Storm Data
Within 65 nautical miles of Long Beach, MS
1851 – 2007

Tropical Storm	Category 1	Category 2	Category 3	Category 4	Category 5
31	16	4	7	2	1

Source: NOAA Coastal Services Center, Historical Hurricane Tracks

Historical Tornado Data
Harrison County, MS
1950 - 2008

F0	F1	F2	F3	F4	F5
20	17	12	5	0	0

Source: National Climatic Data Center, Storm Events Database

- 3.1. **Design Disaster Event**
Manmade and natural disasters generate a variety of debris that include, but are not limited to, such things as vegetation, trees, sand, gravel, construction materials, cars, trucks, boats, white goods, electronic waste (e-waste), personal property (contents), and hazardous materials. The quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.

The quantity and type of debris generated, its location, and the size of the area over which the debris is dispersed will have a direct impact on the type of collection and disposal methods utilized to address the debris problem, associated costs incurred, and how quickly the problem will be addressed. In a major or catastrophic disaster, many state and local agencies will have difficulty in locating staff, equipment, and funds to devote to debris removal in the short and long term.

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A natural disaster that requires removal of debris from public or private lands and waters could occur at any time. The amount of debris resulting from an event could exceed the local government's ability to dispose of it. If the natural disaster requires, the Governor would declare a state of emergency that authorizes the use of state resources to assist in the removal and disposal of debris. In the event federal resources are required, the Governor would request, through FEMA, a presidential disaster declaration. Private contractors will play a significant role in the debris removal, collection, reduction, and disposal process.

3.2. Forecasted Debris

The U.S. Army Corps of Engineers (USACE) Emergency Management staff has developed the following modeling methodology designed to forecast potential amount of natural hazard debris.

USACE Hurricane Debris Estimating Model			
$Q = H * C * V * B * S$			
Q = Volume of Debris (in cubic yards)	V = Vegetation Density Light 1.1 Medium 1.3 Heavy 1.5		
H = Number of Households = Estimated population divided by 3	B = Commercial Density Light 1.1 Medium 1.2 Heavy 1.5		
C = Storm Category Factor Category 1 2 cy Category 2 8 cy Category 3 26 cy Category 4 50 cy Category 5 80 cy	S = Storm Precipitation Characteristic None to Light 1.0 Medium to Heavy 1.3		

Source: Mobile District USACE, Emergency Management Branch.

Utilizing the USACE forecasting model, the follow debris quantity estimates have been made for the City of Long Beach:

Projected Debris Quantity*											
Hurricane Intensity	Vegetative		C & D		Hazardous		White Goods		Vehicles/Vessels		Estimated Total (C.Y.)
	%	C.Y.	%	C.Y.	%	C.Y.	%	C.Y.	%	C.Y.	
Category 1	71%		25%		1%		2%		1%		
Category 2	66%		30%		1%		2%		1%		
Category 3	61%		35%		1%		2%		1%		
Category 4	54%		40%		2%		2%		2%		
Category 5	48%		45%		2%		2%		2%		

*Based on 2000 household information from US Census

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4. Debris Collection Plan

4.1. Priorities

The first priority will be the clearance of primary roads and the roadways in the immediate vicinity of the Public Safety Department, Public Works Department and City Hall. Full support of search and rescue operations are immediately necessary. Also, the status of critical facilities (local hospitals, Public Safety and fire stations) must be reported to the Debris Management Team.

The City will provide, based on need and availability, any and all trained staff to assist with immediate needs where threats to life and property exist. This will include firefighters, police, and emergency medical response personnel. Additionally, specialized equipment owned by the city will be made available to assist in these efforts.

4.2. Response Operations

Actions required during the response phase are usually completed within a matter of days for a disaster event. Depending on the severity, the City may use its own labor force and equipment to remove debris during this phase. When determined necessary by the Debris Management Team, the pre-position contract for the 70-hour push will be activated.

The emergency access routes and main arterials have been identified as the City's primary focus for the response operations. This map is included in Appendix A. All other roads and streets will be cleared when the City transitions to the recovery operations phase.

4.3. Recovery Operations

The recovery phase focuses on collecting the remaining debris, reducing or recycling, and final disposal. The City may use a combination of force account and contractor services for debris removal activities during this phase.

4.3.1. *Estimating Staff, Procedures and Assignments*

Following the City's evaluation of the actual damage and post disaster evaluation of debris volume, the pre-qualified debris removal contractor may be activated. The contractor will be required to provide a number of crews to facilitate removal of debris. Multiple contractors may be selected to remove debris city-wide or limited to areas specified by the Debris Management Team.

Comment [R61]: Is this stated correctly?

4.3.2. *Collection Method*

Storm-related debris will be collected either by curbside pick-up or via designated collection sites.

4.3.2.1. Curbside Collection – City crews or debris contractors will collect storm-related debris. Depending on the severity of the storm, crews may work 8-12 hour days and 5-7 days per week. Multiple passes may be required, with the final pass being announced as the debris removal efforts near the end. First Pass debris removal from Federal Aid routes must be tracked and invoiced separately, as the Federal Highway Mayor and Board of Alderman (FHWA) is responsible for reimbursement, not FEMA. Household garbage collection will be performed by established private waste haulers as soon as they are able to resume a normal schedule.

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4.3.2.2. *Collection Centers* – Resident disposal sites may be opened as needed to accept burnable, recyclable or hazardous materials.

4.3.3. *Collecting Hazardous Waste and White Goods*

Hazardous material collection will be coordinated with Mississippi Department of Environmental Quality (MDEQ) and the Harrison County Solid Waste Management District. A collection site may be opened as needed to accept hazardous materials.

White goods will be picked up separately and delivered directly to an approved facility. Components from white goods will be recycled. Removal and disposal of hazardous materials, such as freon, will be the responsibility of the recycler at appliance site.

Comment [RBZ]: Is this Applwhite?

Prior events utilized Harrison County property on Larkin Smith Road.

4.3.4. *Monitoring Staff and Assignments*

If the City chooses to utilize a debris contractor, a debris monitoring contractor must also be under contract with the City. The debris monitoring contractor is responsible for supervising and monitoring the debris collection operations. All areas of debris removal (vegetative, C & D, white goods, e-waste, hazardous materials etc.) will require debris monitoring participation and documentation.

If it is determined that private property/right-of-entry (ROE) work will be permitted by FEMA, it will be the responsibility of the debris monitoring contractor to initiate, maintain, and complete the program according to FEMA guidelines as stated in FEMA 325, Public Assistance Debris Management Guide. A copy of the FEMA Disaster Assistance Policy 9523.13, Debris Removal from Private Property, and a sample right-of-entry agreements are provided in Appendix F.

5. **Debris Management Sites**

Debris management sites may be established when the City is unable to take debris directly from the collection point to the final disposal location. Unless authorized by the Debris Management Team, there will be no dumpsites, debris staging areas, or debris transfers within the City limits, nor will debris be permanently or temporarily stored or placed at any other location within the City.

6. **Final Disposition Operations**

6.1. **Monitoring Staff and Assignments**

The Debris Removal Contractor will be responsible for construction and/or placement of a FEMA-approved tower at each disposal site. Mechanical lifts are not to be utilized. The height of the tower must be a sufficient height so that monitor can clearly see debris in back of truck and located so trucks leaving site can be confirmed that debris was dumped.

Additional disposal site safety needs such as barriers will be addressed at need and will be the responsibility of the Debris Removal Contractor. The Debris Monitoring Contractor will provide disposal site tower staff and supervision, maintain tower logs, grade loads, document activity and provide daily reports.

6.2. **Identifying Debris Disposal Sites**

The City's crews will dispose of all storm-related material to Blackmer, LLC, a Class 1 Rubbish Disposal Site, located at Fire Tower Road. The debris contractors shall be

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fully responsible for final disposal of debris hauled while under contract with the City. Private debris contractors can haul debris to MDEQ permitted landfills only.

- 6.2.1. *Permits*
The contractor shall provide the City with a copy of the approved MDEQ permit for all disposal sites that will be utilized during the debris removal process.
- 6.2.2. *Locations*
The contractor shall submit proposed locations for debris disposal for approval by the City prior to hauling debris. Consideration shall be given to disposal sites located close to the disaster area.
- 6.2.3. *Fees*
All fees associated with the use of a landfill are the responsibility of the contractor.
- 6.3. *Volume Reduction Methods*
Three main types of reduction methods may be considered and used during the City's debris removal efforts. One method or a combination of methods may be utilized as appropriate depending on the type and anticipated volume of debris. All federal, state, county and local laws must be followed before any reduction activities begin.
 - 6.3.1. *Incineration*
The burning of vegetative debris will be considered an acceptable method of debris reduction at a MDEQ approved facility. No uncontrolled open-air incineration will be allowed within the City, unless authorized by the Public Works Director and approved by MDEQ. MDEQ guidelines must be met in order to acquire and retain a burn permit.
 - 6.3.2. *Grinding and Chipping*
There are no temporary sites approved for staging debris within the City, therefore any grinding and chipping activities must either take place along the right-of-way where debris is being removed, or at the final disposal site.
 - 6.3.3. *Recycling*
The City may choose to work with a specified contractor to assist with the salvage of recyclable metals. Concrete, asphalt and masonry materials may also be crushed and used as base material for certain road construction products or as a trench backfill, after they have been hauled to an approved disposal location.
- 6.4. *Site Closure*
Any temporary site utilized for debris disposal shall be properly closed and any remediation shall take place to remove possible contamination that may have taken place during the operation. Certification of closure must be on file with MDEQ prior to the release of final payment to the contractor.

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7. Contracted Services

7.1. Emergency Contracting/Procurement Procedures

The City will utilize pre-event contracts for 70-hour push, general debris removal, asbestos monitoring, and debris monitoring. This method allows time for a deliberate procurement process and gives flexibility in mobilizing the appropriate resources in anticipation of an event.

7.2. Debris Operations to be Outsourced

The following contractors have been selected for various debris removal activities throughout the City:

DEBRIS MONITOR

Contact:

Phone:

Fax:

70-HOUR PUSH CONTRACTOR

Contact:

Phone:

Fax:

GENERAL DEBRIS REMOVAL CONTRACTOR*

Contact:

Phone:

Fax:

ASBESTOS SUPERVISOR

Contact:

Phone:

Fax:

*Information for additional debris removal contractors is provided in the Appendix. The City reserves the right to hire additional contractors and modify this list at its discretion.

7.3. General Contract Provisions

Normal/routine procedures will be utilized to the maximum extent possible. In the event of a catastrophic disaster, the City may be forced to deviate from normal contract advertisement and selection procedures to protect the health and welfare of the citizens of Long Beach.

8. Private Property Demolition and Debris Removal

Debris removal from private property is the responsibility of the individual property owner. Private property debris removal and/or demolition may be eligible if the damage is so widespread that public health, safety or the economic recovery of the City is threatened. The City will only engage in citywide private property debris removal when funding has been identified through the Public Assistance grant program. The City may utilize its condemnation authority, with or without the owner's consent, to enter private property and remove debris, including structures. The FEMA Disaster Assistance Policy DAP9523.4, Demolition of Private Structures, is included in Appendix F.

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The City has adopted the International Property Maintenance Code, 2003 edition, as published by the International Code Council, Inc., as the standards for the maintenance or elimination of unsafe buildings within the city.

8.1. Condemnation Criteria and Procedures

When the City assumes the responsibility to demolish structures, it may comply with its normal condemnation procedures or be forced to utilize abbreviated condemnation procedures. Owner notification and condemnation hearings may be held to give the property owner time to correct the threat without City action. The City's normal procedures require multiple notices, condemnation hearings and liens. This procedure may have to be expedited in the event of a catastrophic disaster that causes high concentration of debris on private property over a widespread area presenting an immediate health and safety hazard.

8.1.1. Legal Documentation

The following items may be required for demolitions in the City:

- Verification of ownership – so that the City can attempt to notify the owner
- Right-of-entry form – allows the building official to enter the property, and also contains a hold harmless agreement indemnifying the City if there is damage or harm done to the property
- Building assessment – contains the determination as to whether or not the structure should be demolished based on visual review
- Notice of condemnation – signed by the building official that outlines the threat to public safety and health
- Environmental review – Allows FEMA and SHPO to review planned demolitions to avoid potential adverse impacts to protected environmental resources. This would include Archeological and Historical review.
- Photos – show the disaster-damaged condition of the property prior to the demolition work and the condition of the site upon completion

8.1.2. Demolition Permitting

Existing procedures for obtaining permits will be used. Deviation from existing procedures, typically used for fast tracking the recovery process, will be established and implemented by the City's Building Officials if necessary.

8.1.3. Inspections

Prior to demolition, structures will be assessed to determine whether the structure is a threat to public health, life and safety. In addition, an asbestos inspection may be performed. As required by MDEQ, an asbestos abatement supervisor will be involved in the debris undertaking to protect the health and safety of debris staff.

Prior to demolition activities, an inspection of the building by the demolition contractor will be performed so that utility services can be terminated. The electronics, white goods and hazardous materials must also be removed, unless the structure is in imminent danger of collapse and unsafe to enter. A final check of the building is the responsibility of the contractor to confirm that no one is physically in the building.

Following the completion of the demolition activities, a member of the debris monitoring staff will review the property to verify that the debris has been removed.

Comment [RB3]: DO they have a building official/inspector?

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A checklist for demolition activities is available in Appendix F.

8.2. Mobile Home Park Procedures

Roadway clearance in mobile home parks may be required in conjunction with search and rescue operations. Additional operations will require approval of the property owner (right-of-entry) or the City's Building Officials. Determinations will also need to be made as to whether or not the mobile home park is private or commercial property and if it meets FEMA eligibility criteria.

Comment [RB4]: Is this correctly stated? reworded

8.3. Additional Hazard Removal Procedures

The City will coordinate with the U.S. Coast Guard, National Resources Conservation Service (NRCS) and the MS Department of Marine Resources (DMR) to ensure that hazards in the City's navigable waterways, canals and ditches are removed safely and efficiently. Debris removal from waterways, ditches and canals is to be performed by separate debris contractors. Meetings with DMR, US Coast Guard and NRCS are required to identify a plan for this debris removal. Waterway debris removal will be a function of the magnitude, duration, and intensity of the event and approached with participation and consultation of all parties involved in the operation.

9. Public Information Strategy

9.1. Pre-scripted Information

A news release should be designed to inform the general public and to place emphasis on actions the public can perform to expedite the cleanup process by separating burnable and non-burnable debris, segregating household hazardous waste; placing debris at the curbside; keeping debris piles away from fire hydrants and valves, reporting locations of illegal dump sites or incidents of illegal dumping and segregating recyclable materials.

Residents should be asked to direct questions or comments concerning storm debris cleanup efforts to the City's Public Works Department or debris monitoring contractor.

9.2. Distribution Strategy

The city will post information at City Hall, Building Code Office, and other City facilities to inform the public of all post-disaster activities in the event of prolonged power outages. City Hall briefings and news releases by the Mayor and Alderman will be utilized to keep the media informed.

Comment [RB5]: Receive feed back from the City on this

There came on for consideration a request from Hal Mitchell for drainage modification at the intersection of Old Town and Old Savannah, Penny Lane Subdivision, and a letter with attachment from City Engineer David Ball, as follows:

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

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

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

August 14, 2008



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

RE: Penny Lane Subdivision – Modification of Street / Drainage System

Ladies and Gentlemen:

I am in receipt of a plan by Duke Levy, P.E., the engineer who designed the referenced subdivision, to modify the intersection of Old Town Road, built as a part of this subdivision, and Old Savannah Drive. The new portion of Old Town Road was designed and constructed to drain to this intersection; however, the approved construction plans indicated a drainage box on the southeast corner of the intersection. According to all available evidence, no drainage box has ever existed there. Once the road was constructed, it became apparent that a drainage problem had been created by blocking the path of normal street drainage from Old Savannah Drive.

The developer proposes to construct a shallow concrete "swale" across the intersection to drain runoff from the south side of the intersection to the north side where there is an existing curb inlet; and he has performed a survey to determine if such a method of repair would work. The survey, and a quick check on-site during rainy weather, indicates that there is sufficient elevation to drain across the street. Furthermore, his proposed pavement section in the swale meets the City's standard for concrete streets so I have little concern regarding the structural capacity of the swale.

I am not aware of any relevant City ordinance pertaining to this matter, but, I can say that it has not been the City's normal practice to drain runoff across intersections in this manner. Were a set of construction plans submitted to the City with this type of intersection drainage indicated, it would be rejected in favor of underground drainage.

In summary, the proposed plan appears to be valid and should function correctly if built properly; however, intersection drainage of this type is not normally allowed within the City. The decision on a policy matter of this type obviously rests with the Planning Commission and the Board of Aldermen. Should you have any questions, please do not hesitate to contact me.

Sincerely,

David Ball, P.E.

DB:539

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Mayor and Board of Aldermen**



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

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



August 29, 2008

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

RE: McCaughan Avenue & Allen Road & Pinecrest Subdivision Intersections

Ladies and Gentlemen:

At the Board's request at the last meeting, I visited the referenced intersections to determine the need for multi-way STOP sign control. As it is now, the Pinecrest subdivision roads are controlled by STOP signs where they enter both McCaughan Avenue and Allen Road. Although the Pinecrest/McCaughan intersection sight distance is slightly obscured to the north, in my opinion, neither intersection presents a great difficulty for visibility or safety. I also browsed the Gulf Regional Planning Commission website to gather any traffic count information they have available for these roads. Their website lists McCaughan Avenue as having an Average Annual Daily Traffic (AADT) of 1200 vehicles per day, or 50 vehicles per hour. Although it was not listed on the site, I tend to believe that Allen Road probably has a similar AADT count.

As you know by now, the Manual on Uniform Traffic Control Devices (MUTCD) sets forth somewhat strict recommendations on the uses of STOP signs, especially multi-way STOP control. Because STOP signs are so restricting to traffic flow, the MUTCD is somewhat restricting in their uses. The minimum guidance listed in the MUTCD for the use of multi-way STOP control (300 vehicles per hour, or 200 vehicles/pedestrian/bicycles per hour) is well above the AADT that is experienced on these roads. Furthermore, Chief Wayne McDowell is not aware of any sign of increased accident record at these intersections.

Therefore, in accordance with the recommendations of the MUTCD, it is my opinion that the referenced intersections do not warrant the use of multi-way STOP signs.

Sincerely,

David Ball, P.E.

DB:539

Based upon the recommendation of Mr. Ball as set forth above, Alderman Holder made motion seconded by Alderman Boggs that there is no need for the installation of a stop sign at this time.

Upon further discussion, Alderman Notter offered substitute motion seconded by Alderman Anderson to install a stop sign at the intersection of McCaughan Avenue and Pinecrest Boulevard.

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

Alderman Richard Notter voted Aye

M.B. 62

REG:09.02.08

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

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

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

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Mayor and Board of Aldermen**



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

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

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



August 28, 2008

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

RE: Emergency Repairs – Federally Designated Urban Routes

Gentlemen:

Enclosed herein are four copies of our contract for performance of the professional services relating to the Emergency Repairs of the Federally Designated Urban Routes within Long Beach which both MDOT and FHWA have granted concurrence.

Please authorize the Mayor to execute the contracts and execute the attached Notice to Proceed so that we can begin immediately with the Design Phase of this project. If you have any questions about the contract, please do not hesitate to call.

Sincerely,

David Ball, P.E.

DB:1816
Enclosure

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

PRELIMINARY ENGINEERING SERVICES CONTRACT

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

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

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

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

ARTICLE IV. TIME OF PERFORMANCE

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

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

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

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B. Monthly Billing

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

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

C. Record Retention

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

ARTICLE VII. FINAL PAYMENT

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

ARTICLE VIII. REVIEW OF WORK

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

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

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

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

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

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

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLES XIII. MODIFICATION

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

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

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CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

ARTICLE XV. OWNERSHIP OF DOCUMENTS

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

ARTICLE XVII. COPYRIGHTING

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

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ARTICLE XVIII. CONTRACT DISPUTES

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

ARTICLE XIX. COMPLIANCE WITH APPLICABLE LAW

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

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ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

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

For Contractual Matters:

For Technical Matters:

LPA:

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

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

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

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

CONSULTANT:

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

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

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

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

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

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ARTICLE XXI. CONFLICT OF INTEREST

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

ARTICLE XXII. AVAILABILITY OF FUNDS

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

ARTICLE XXIII. STOP WORK ORDER

- A. Order to Stop Work. LPA, may, by written order to the Contractor/Consultant at any time, and without notice to any surety, require the Contractor/Consultant to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding twelve (12) months after the order is delivered to the Contractor/Consultant, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor/Consultant shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in the Contract.
- A. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor/Consultant shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for, or in the Contractor's/Consultant's cost properly allocable to, the performance of any part of this Contract and the Contractor/Consultant asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract as provided by the terms of this Contract.
- B. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated, the Contractor/Consultant may be paid for services rendered prior to the Termination. The LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of the Contract, based on actual time and expenses incurred by Contractor/Consultant in the packaging and shipment of all documents covered by this Contract to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

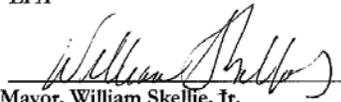
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ARTICLE XXIV. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the 4th day of Sep, 2008.

LPA

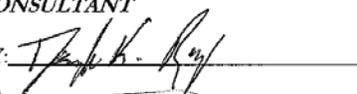


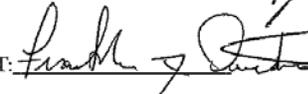
Mayor, William Skellie, Jr.

ATTEST: 

WITNESS this my signature in execution hereof, this the 28 day of August, 2008.

CONSULTANT

BY: 

ATTEST: 

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

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LIST OF EXHIBITS

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

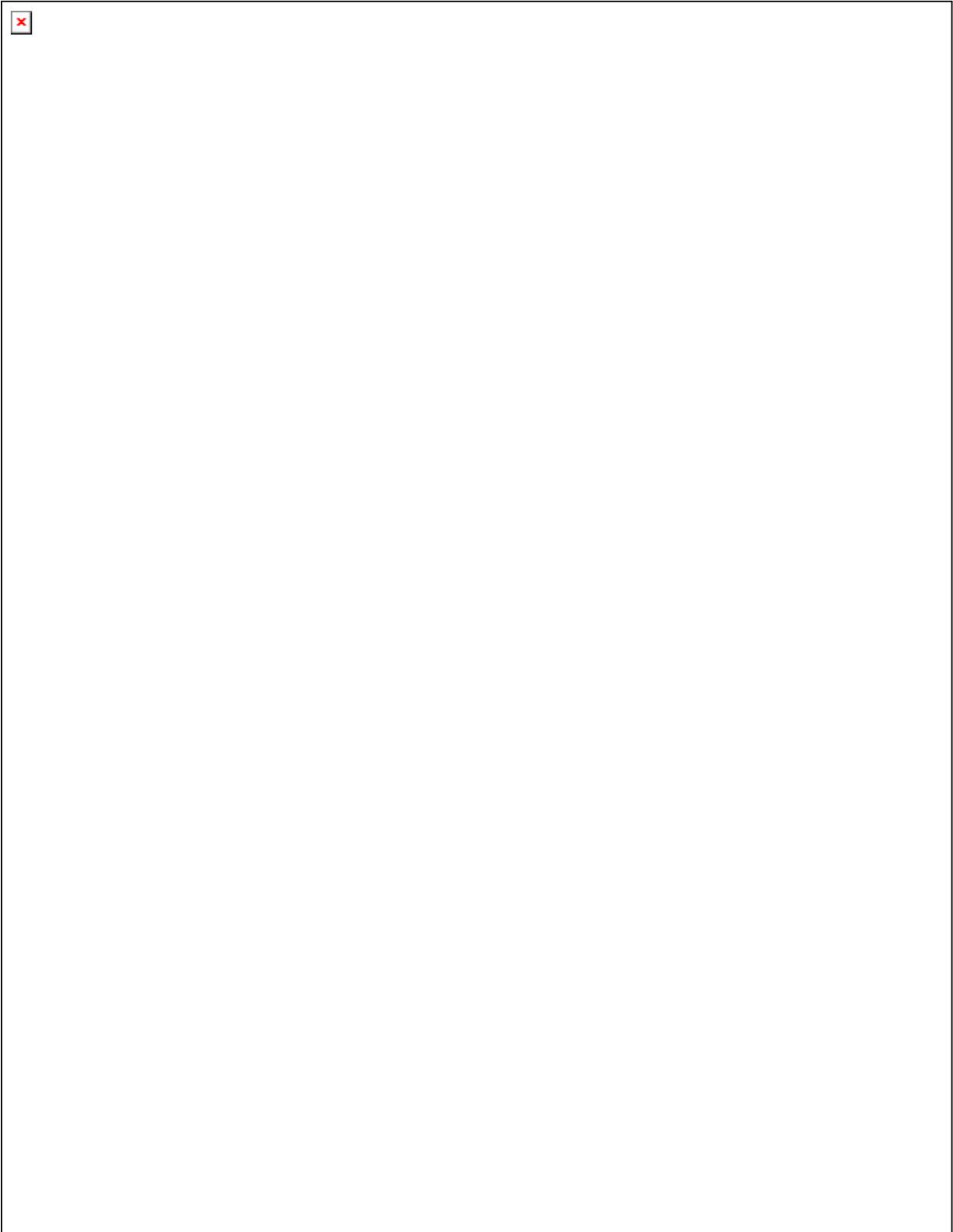
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EXHIBIT 1

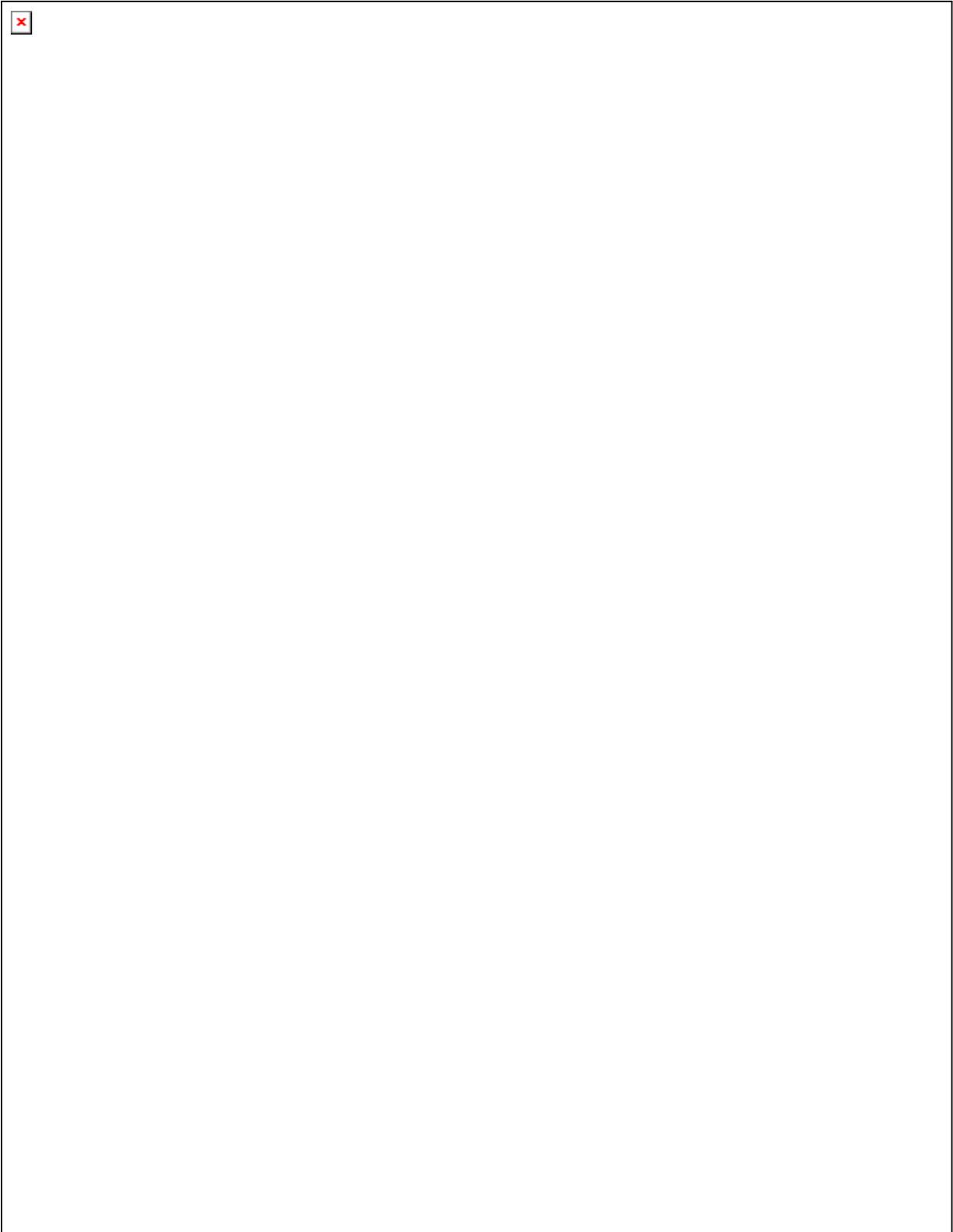
{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

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

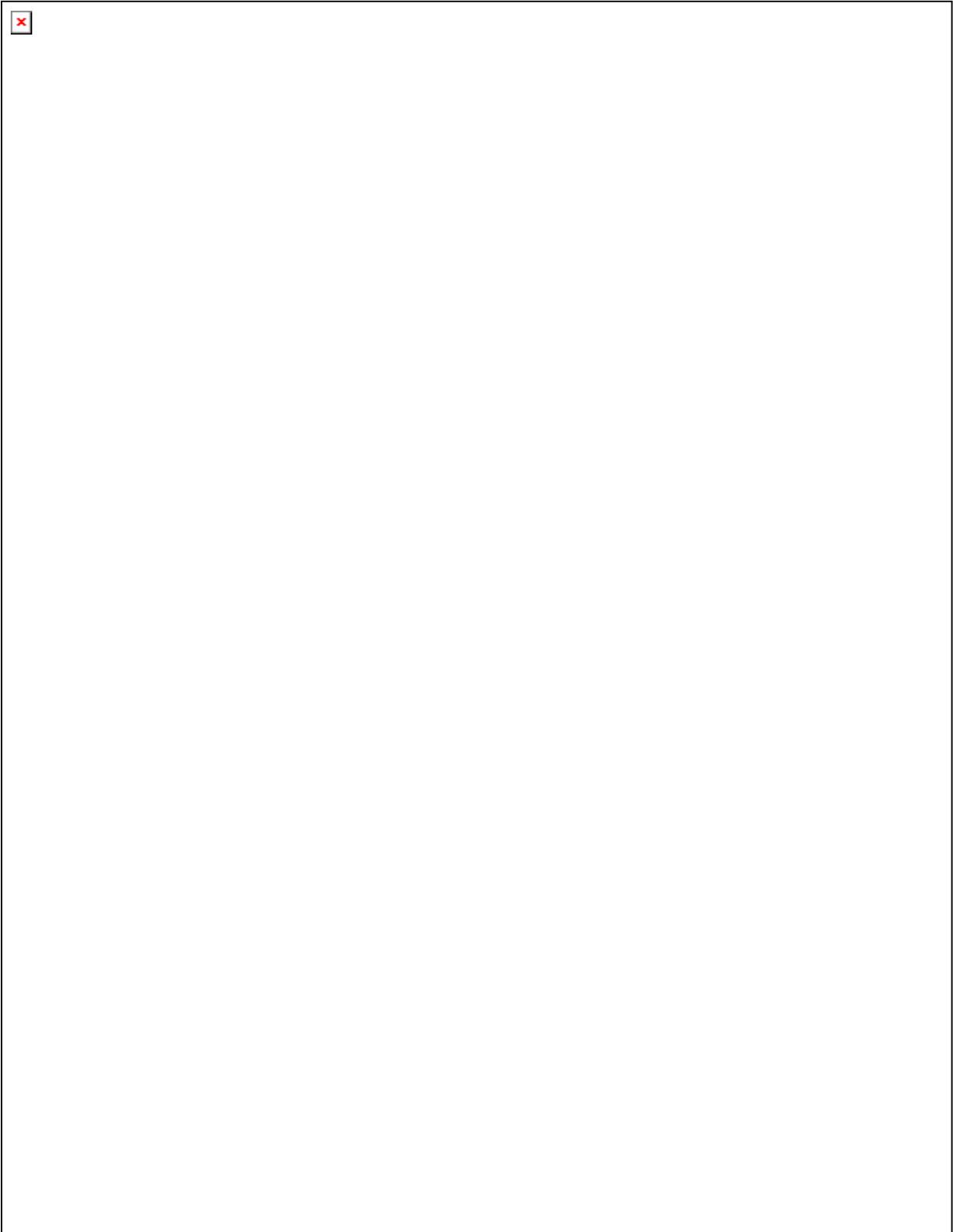
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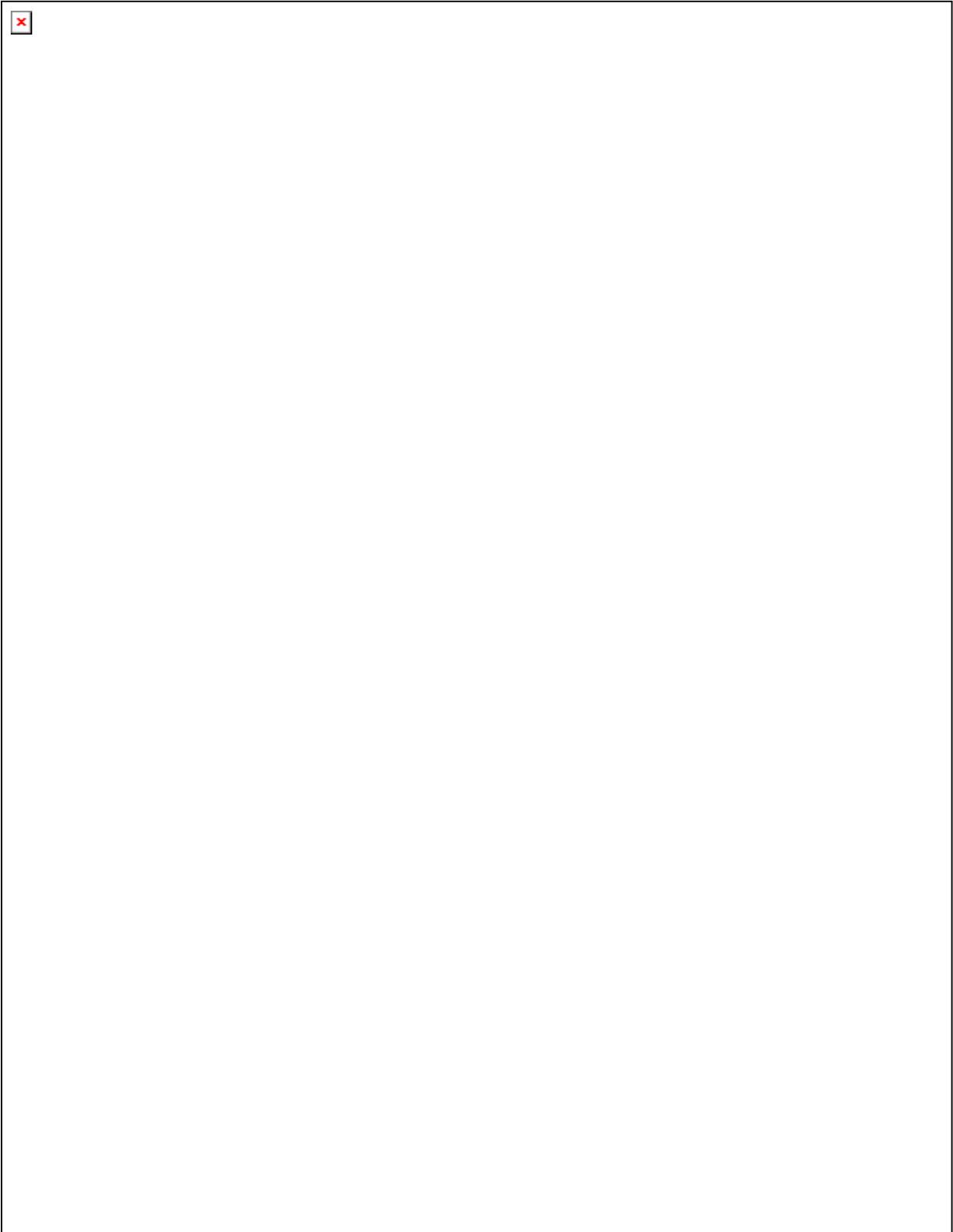
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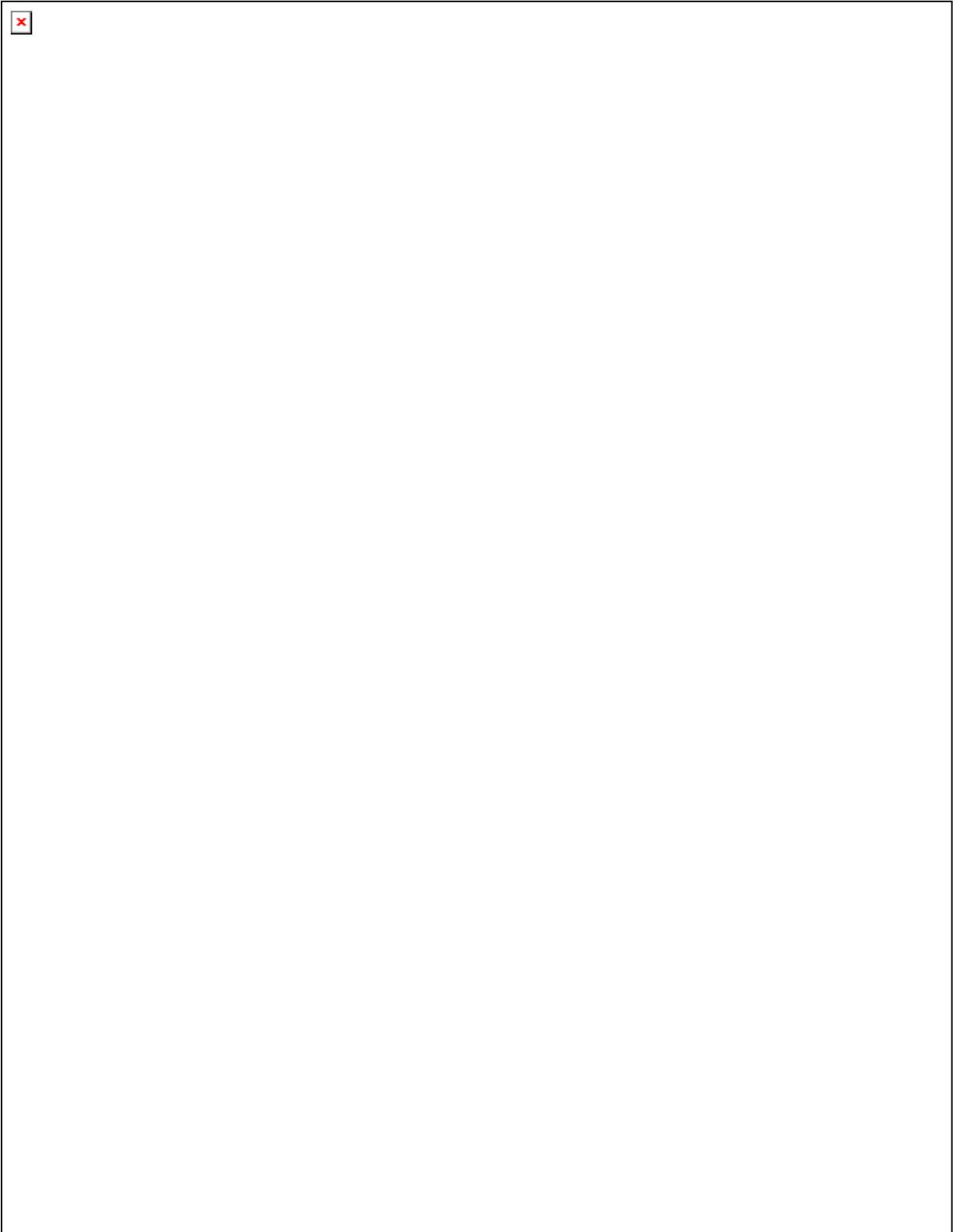
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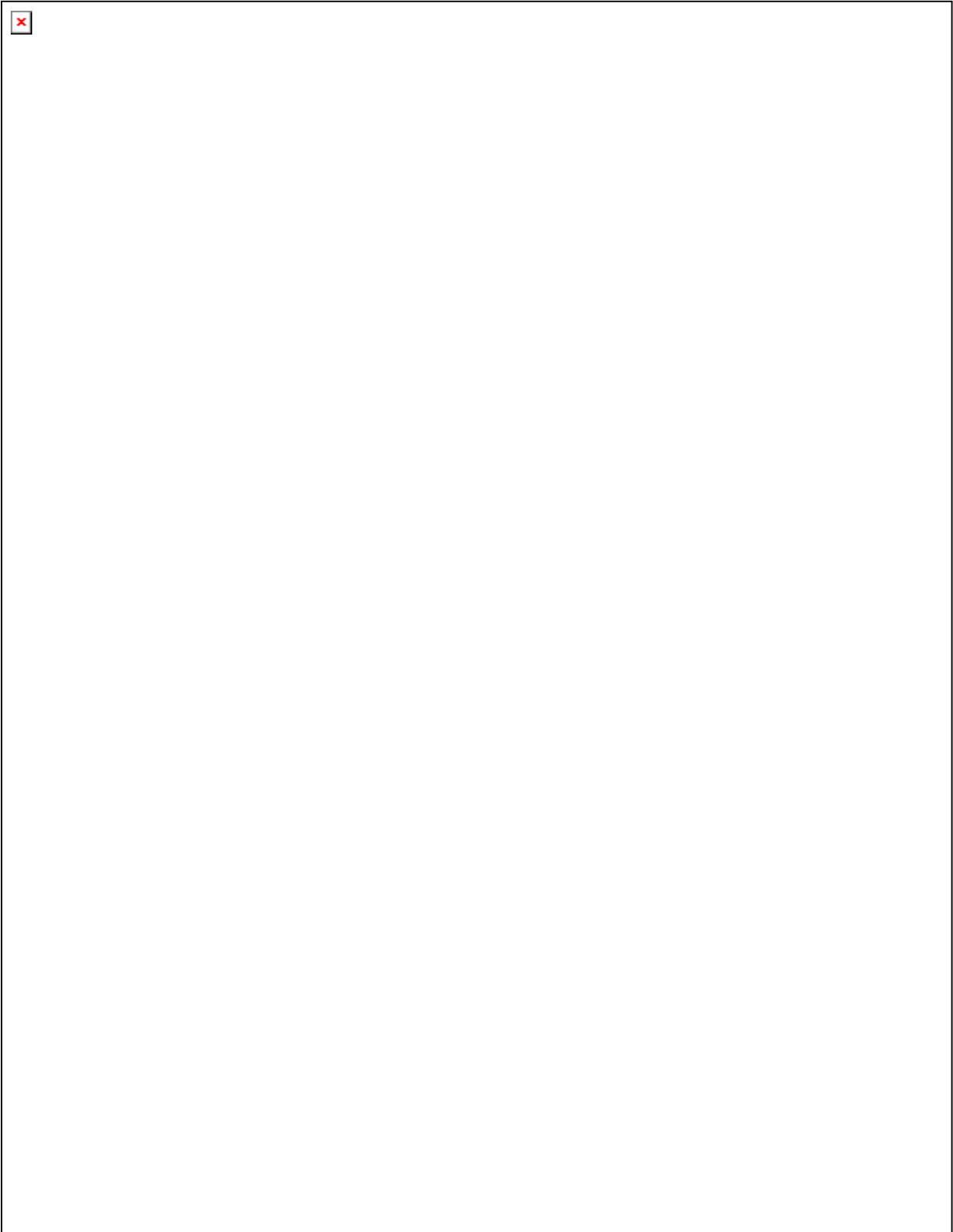
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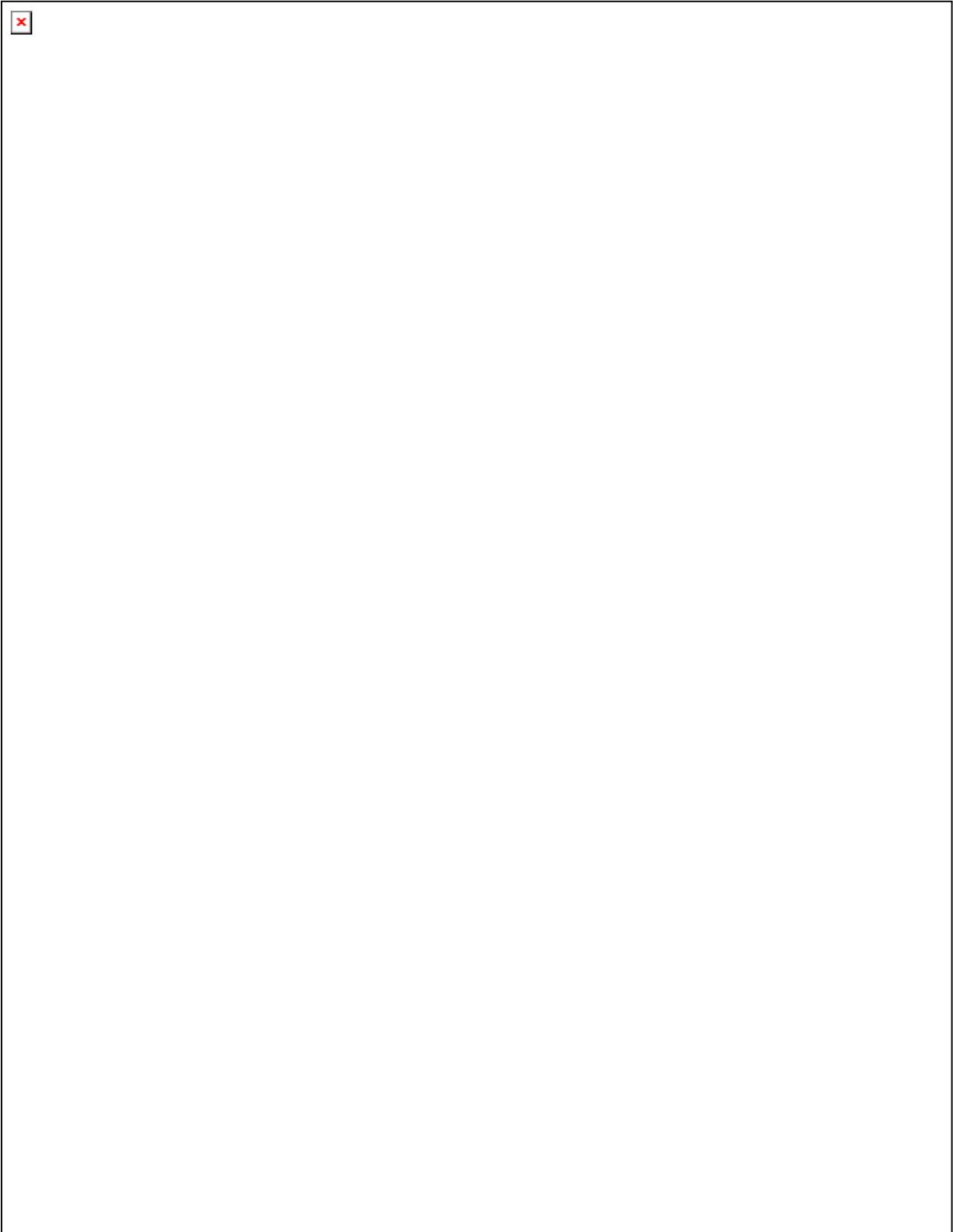
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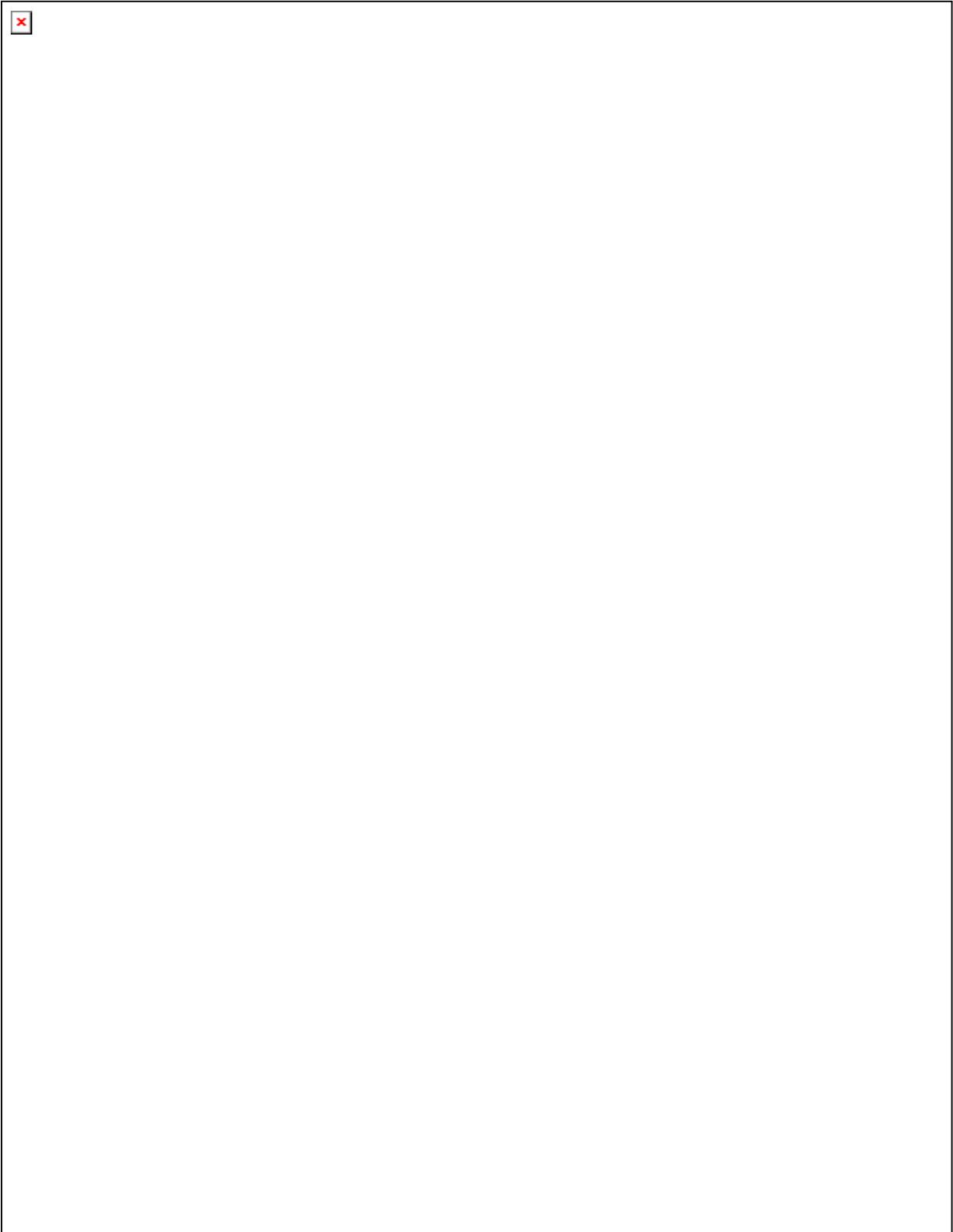
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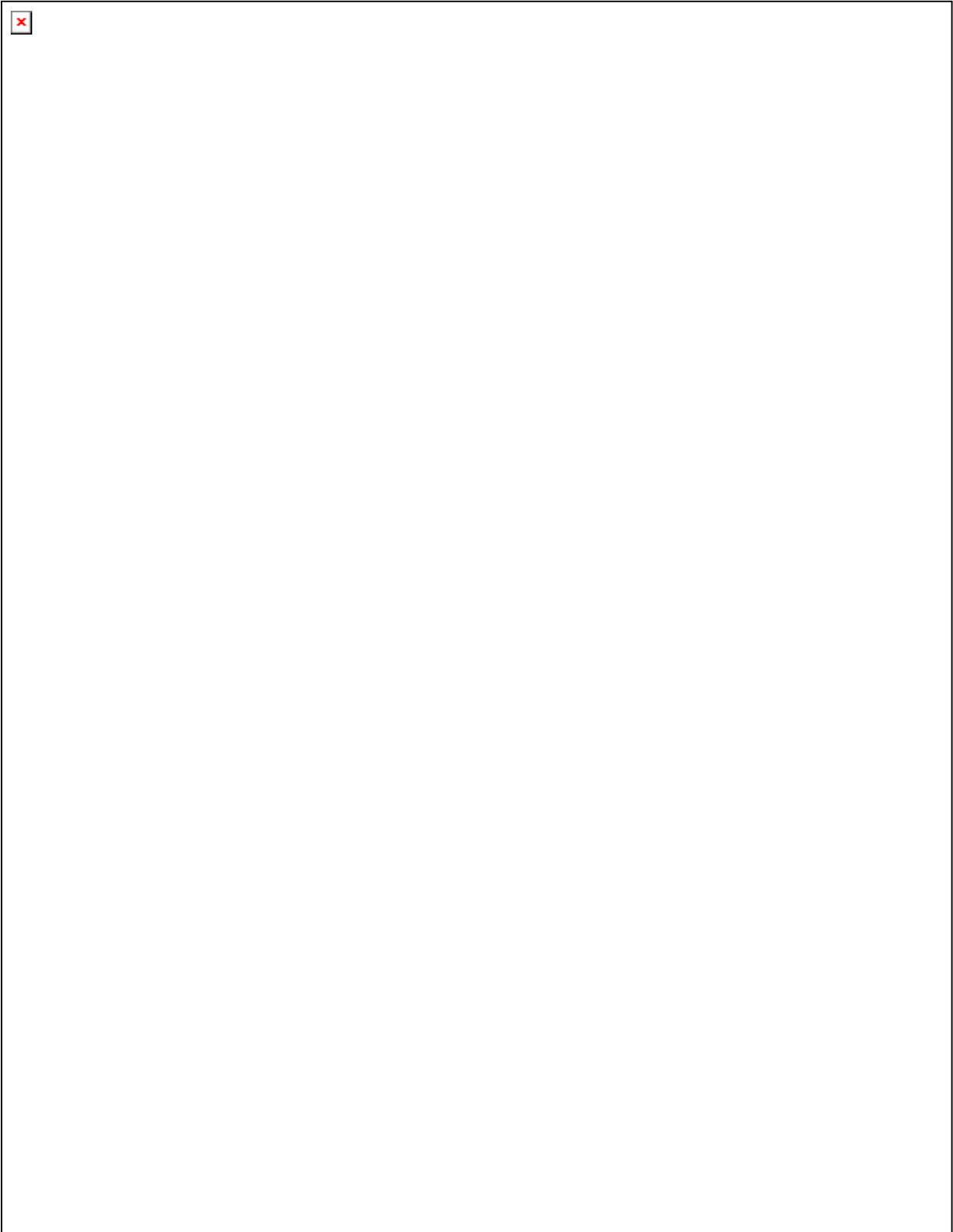
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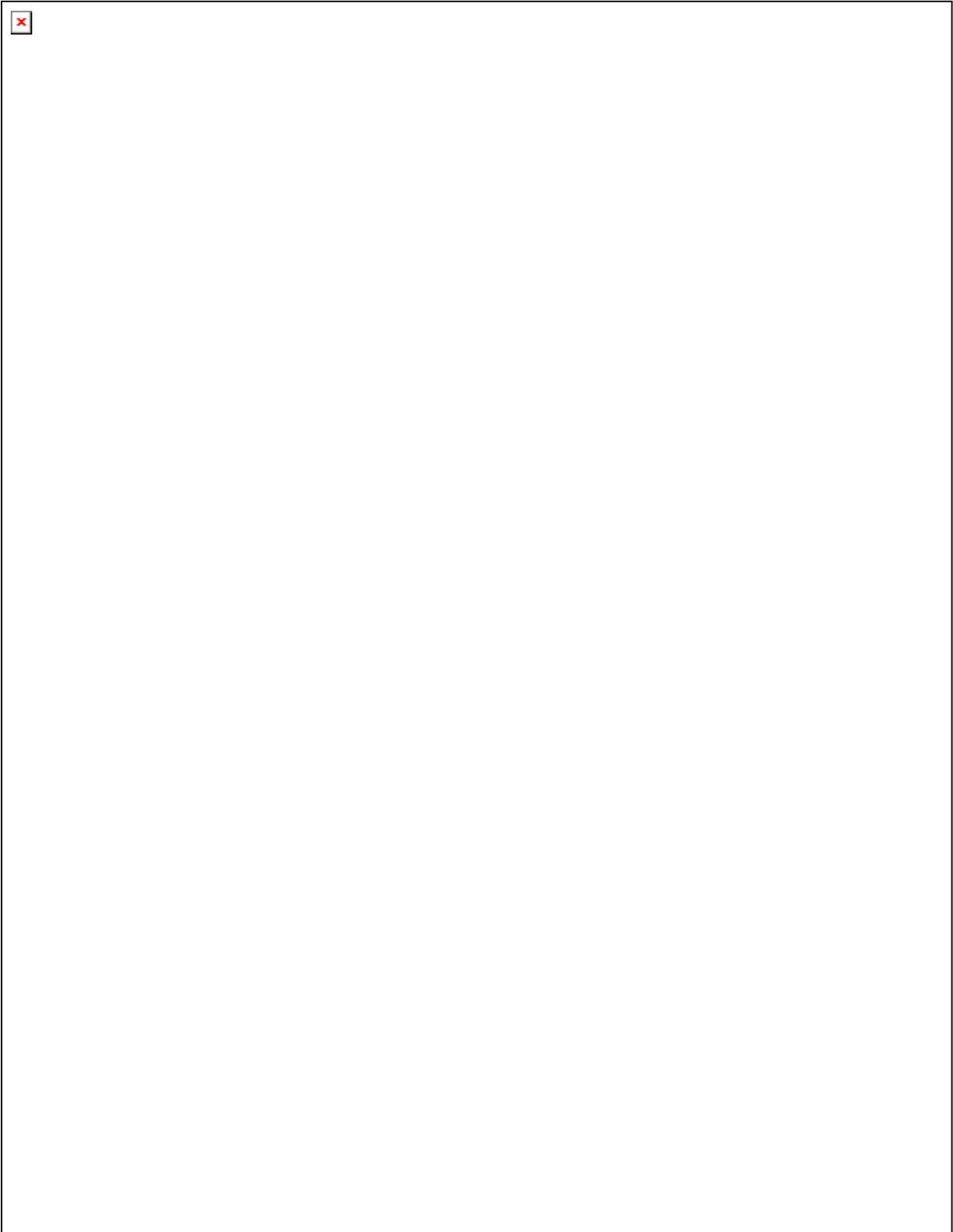
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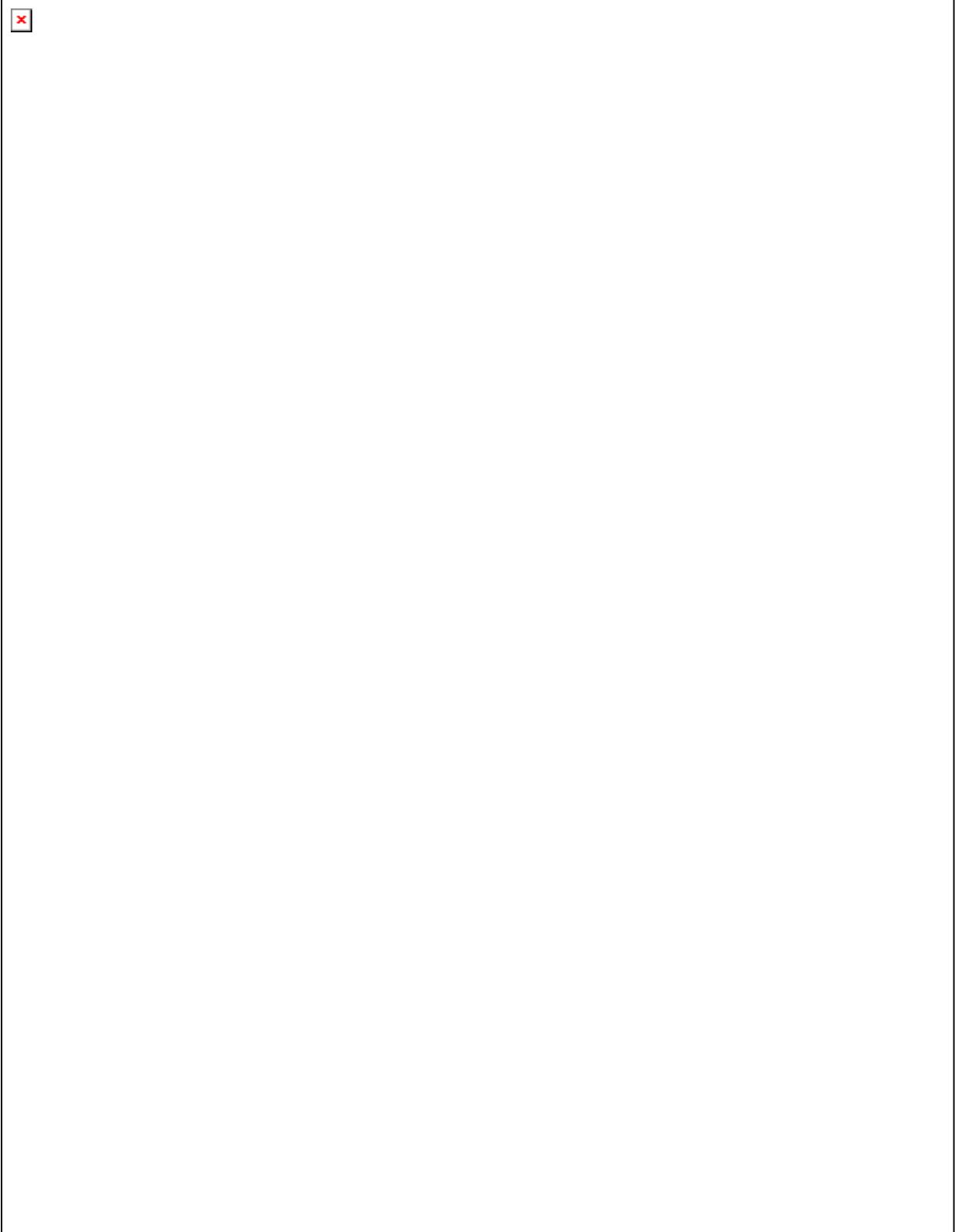
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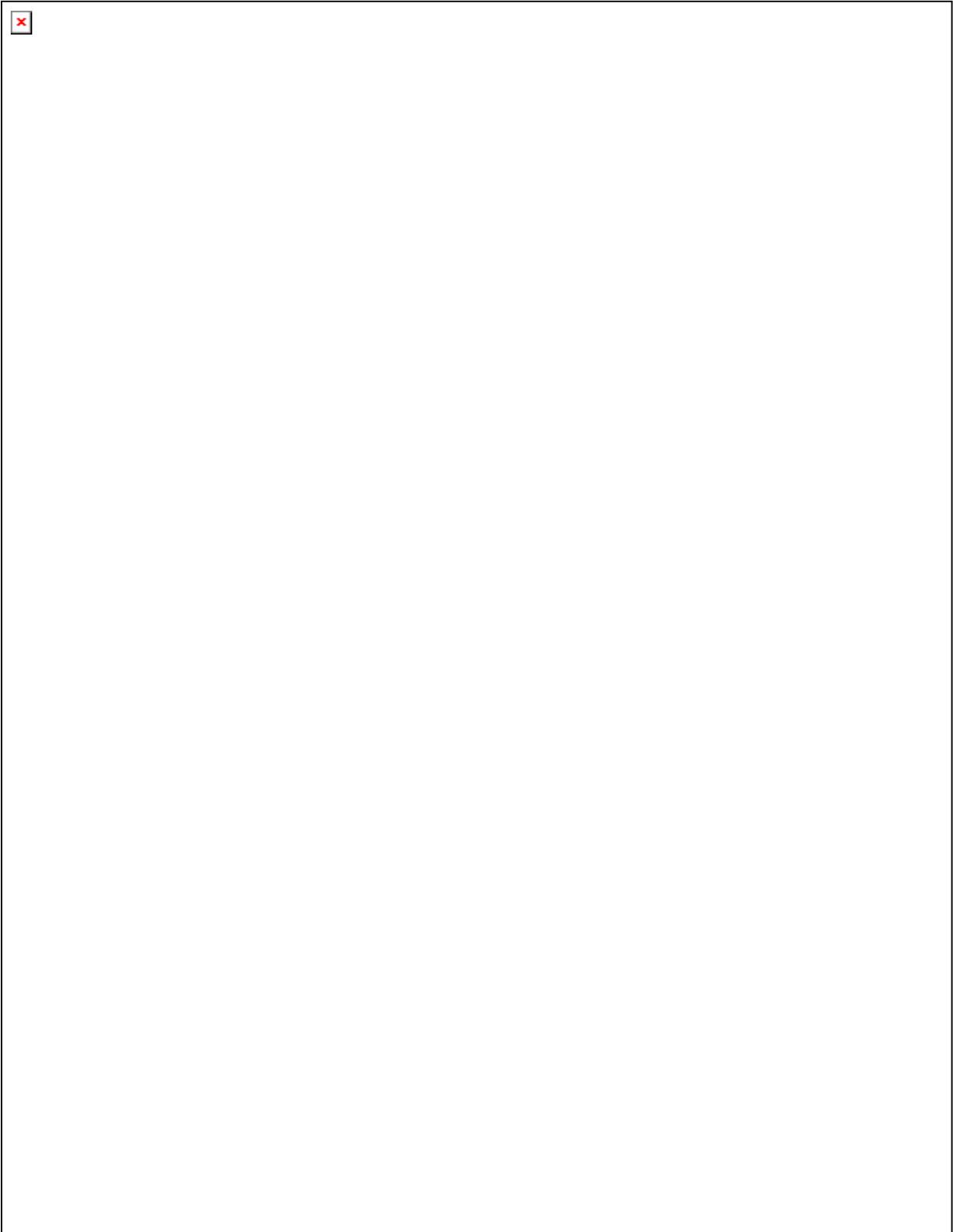
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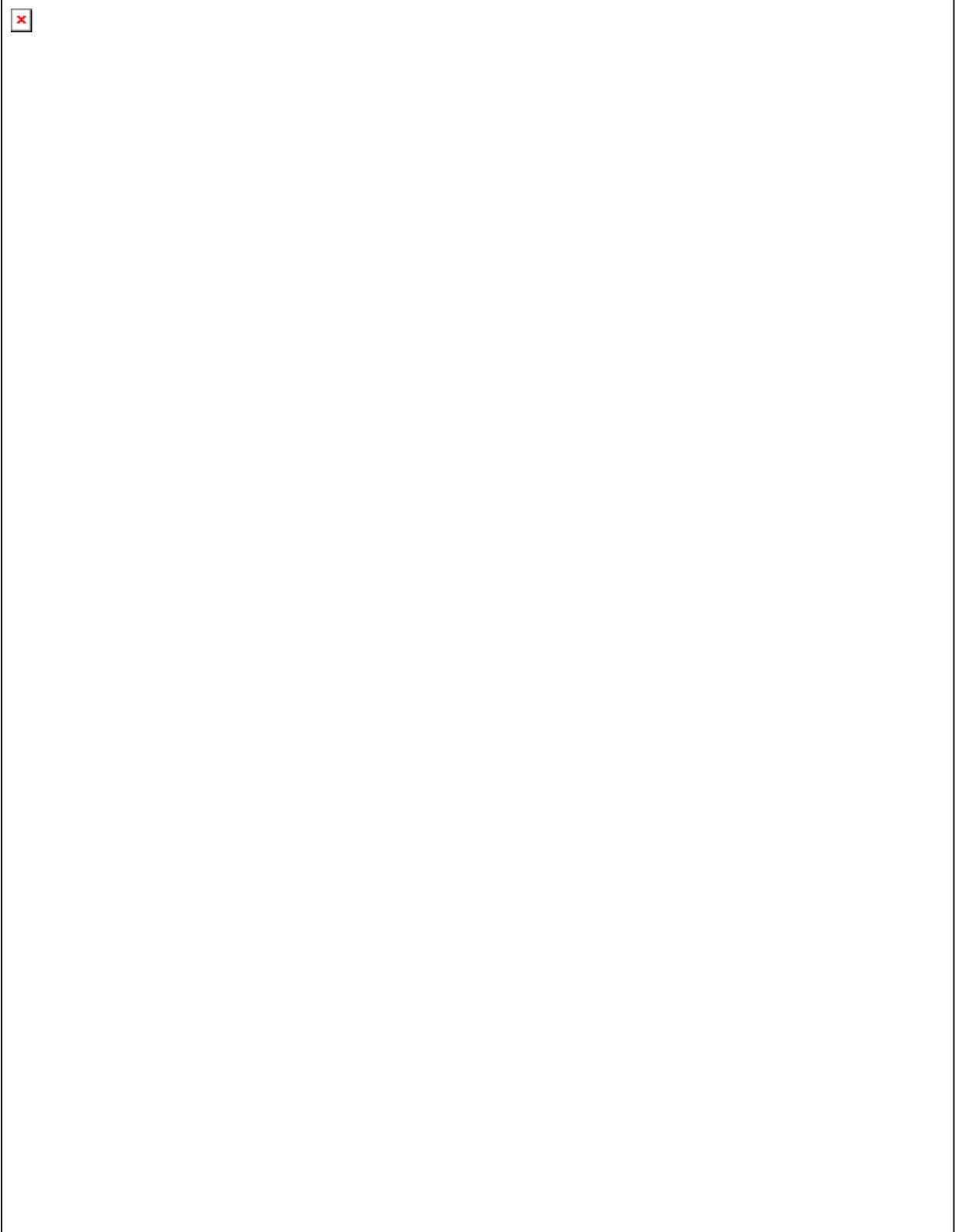
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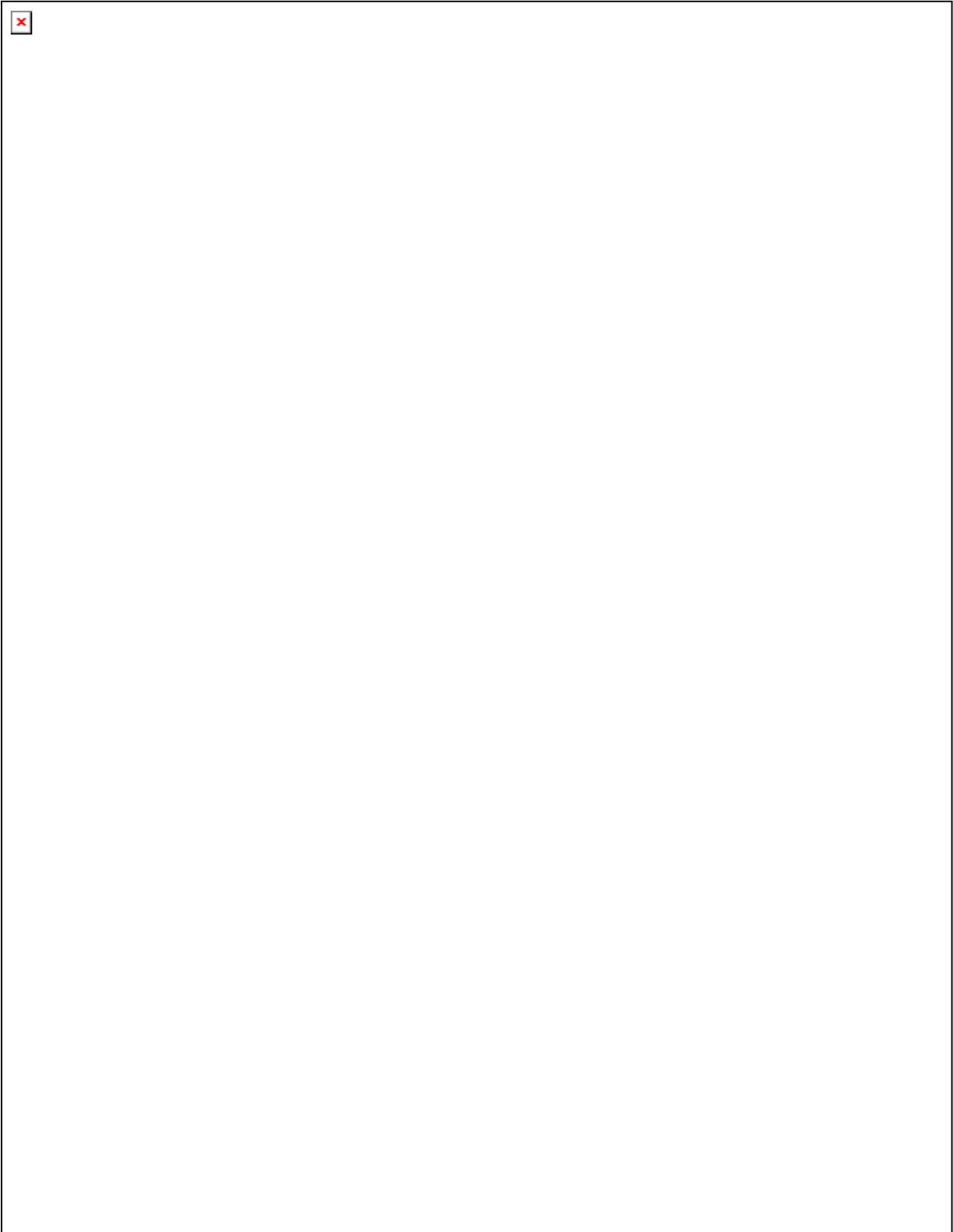
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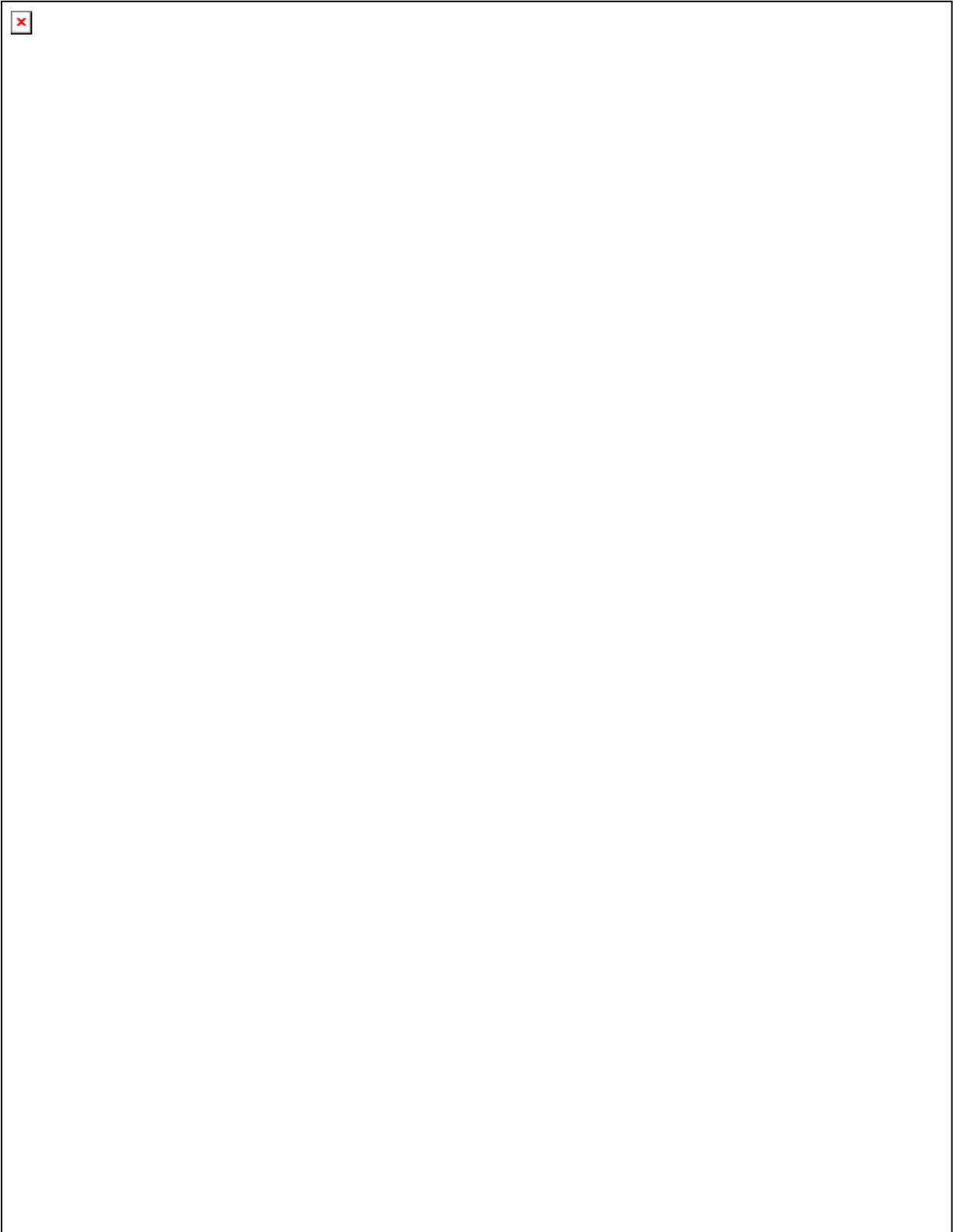
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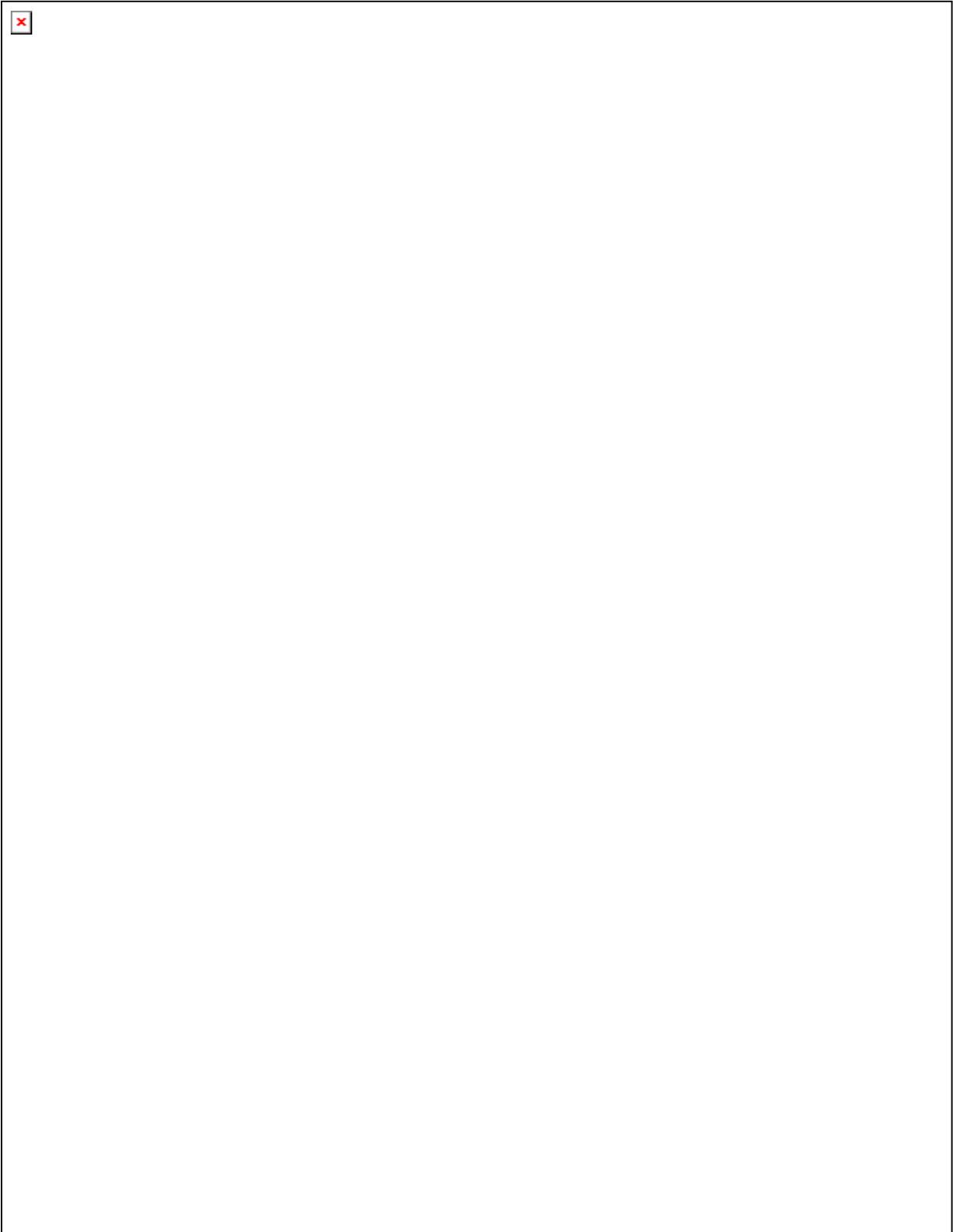
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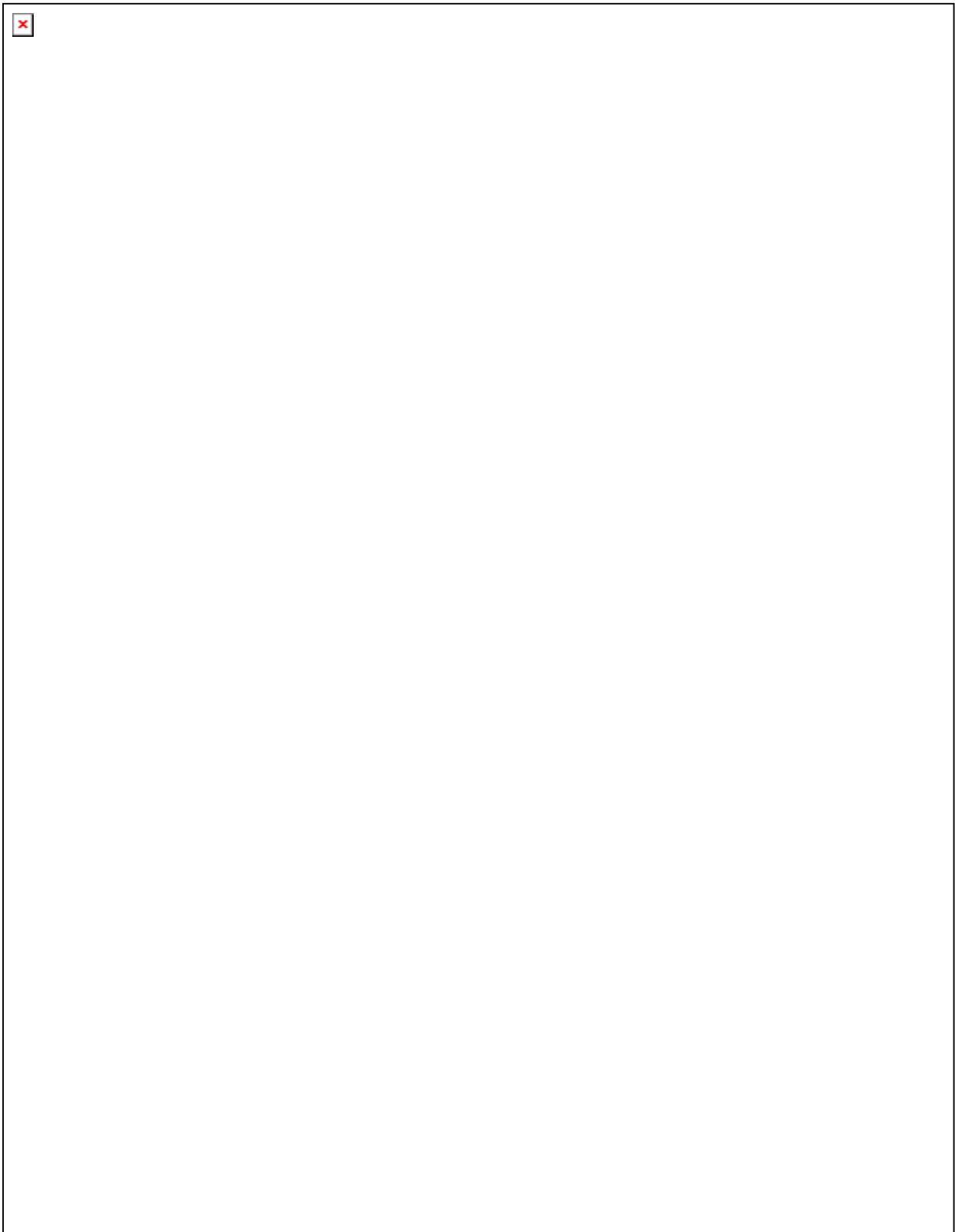
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Based upon the recommendation of Mr. Ball, Alderman McNary made motion seconded by Alderman Notter and unanimously carried authorizing the Mayor to execute the contract and execute the Notice to Proceed, as set forth above.

Alderman McNary made motion seconded by Alderman Burton and unanimously carried to approve Police Department personnel matters, as follows:

Termination, Patrol Officer Casey Howe,, effective August 31, 2008;

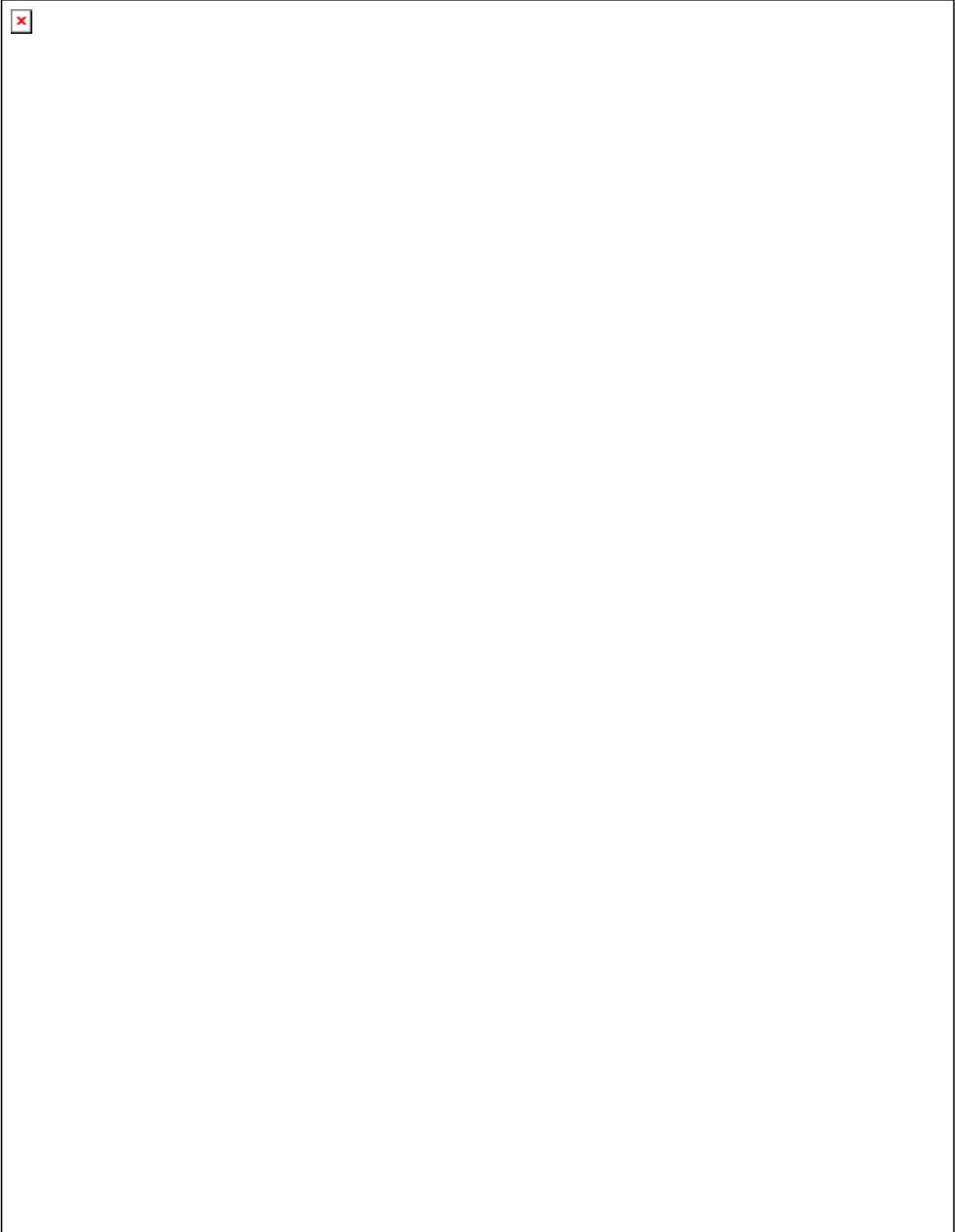
Hire Patrol Officer 1st Class Ronald F. Roach, PS-10-B, effective September 16, 2008;

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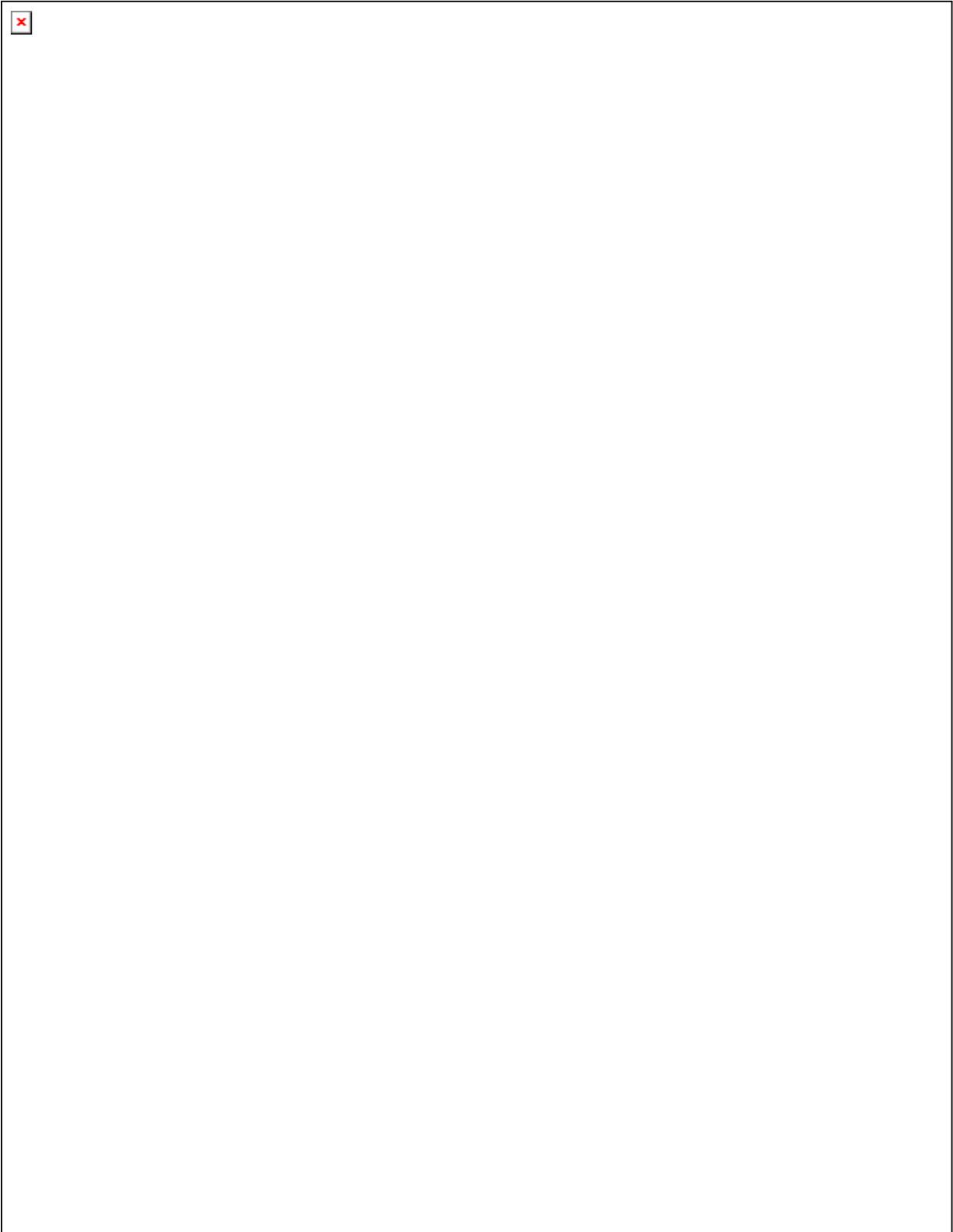
Step Increase Patrolman Alicia Stevison, PS-7, effective September 16, 2008;

Step Increase Patrolman Thomas Blackburn, PS-7, effective September 1, 2008;

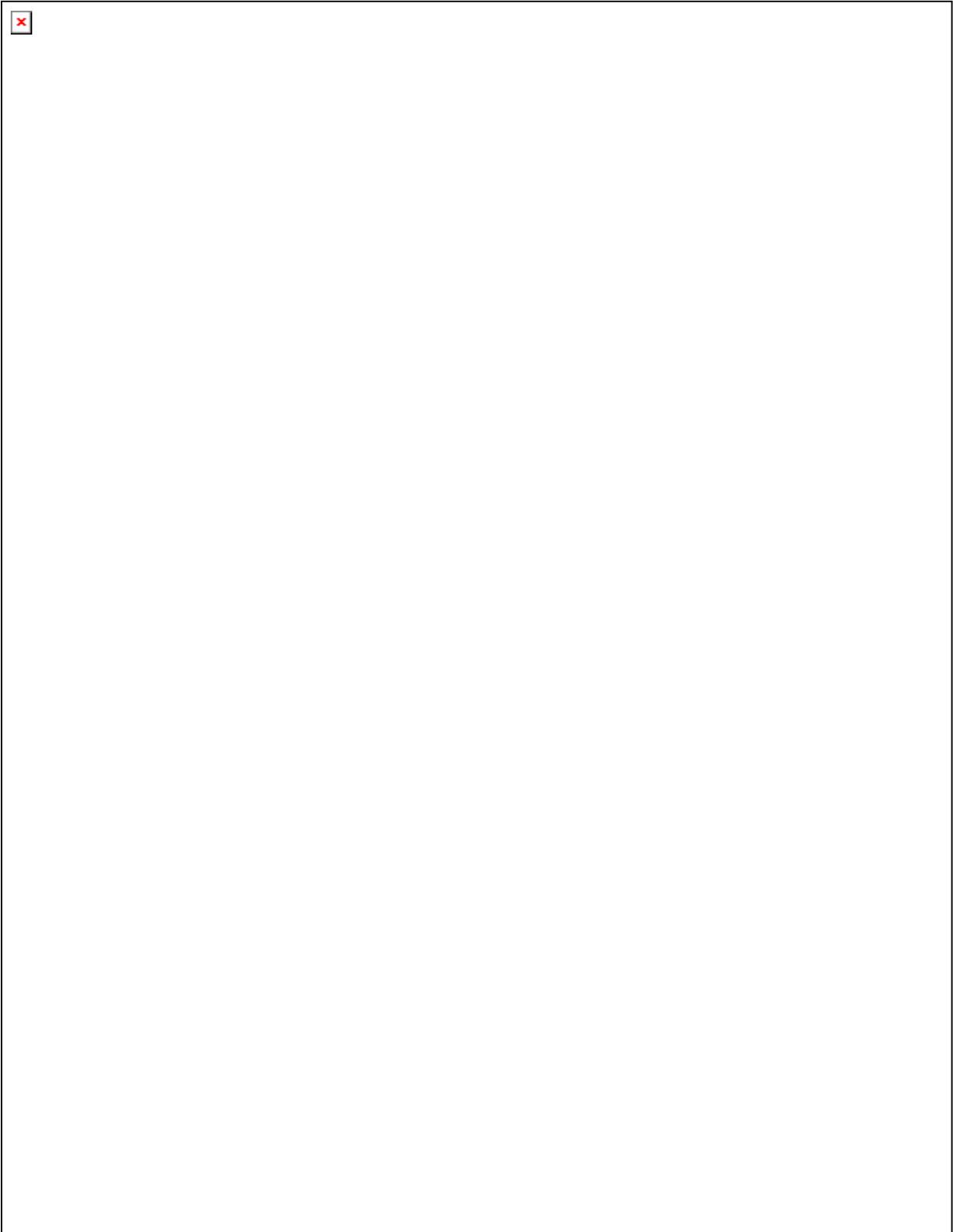
Step Increase Lt. Keith Ladner, PS-15-IX, effective September 15, 2008.



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There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman McNary made motion seconded by Alderman Notter and unanimously carried to recess the meeting to Tuesday, September 9, 2008, at 6:00 o'clock p.m.

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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. Schruff, City Clerk