

**Minutes of January 6, 2009**  
**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 6:00 o'clock p.m. on the 6<sup>th</sup> day of January, 2009, 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, Joseph McNary, Mark Lishen, Carolyn Anderson, City Clerk Rebecca E. Schruoff, and City Attorney Frank R. McCreary, III.

Alderman Richard Burton was absent the meeting.

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

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The public hearing was called to order to consider an application for Zoning Map Change from R-1, Single-Family Residential to R-3, Multi-Family Residential, for property generally described as being north and adjacent to 28<sup>th</sup> Street and East of Klondyke Road, Long Beach, Mississippi, all as submitted by Coast Investments, Inc. 9364 Canal Road, Gulfport, Mississippi; the Schrogin and Harber 1996 Trust, 1400 Shattuck Avenue, Ste. 6, Berkley California, 94709; and John R. Lankford, 24389 East Dubuisson Road, Pass Christian, Mississippi, 39571.

\* \* \* \* \*

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on December 2, 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 Boggs made motion seconded by Alderman Anderson and unanimously carried to spread said Proof of Publication upon the minutes of this public hearing in words and figures, as follows:

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**PROOF OF PUBLICATION**

Legal Notice  
Public Hearing  
NOTICE IS HEREBY GIVEN, that the Mayor and Board of Aldermen, Long Beach, Mississippi, will conduct a public hearing, Tuesday, January 6, 2009, 6:00 o'clock p.m., in the Long Beach School District Central Office, 19148 Commission Road, Long Beach, Mississippi, to consider an application for ZONING MAP AMENDMENTS due to an annexation for property being generally described as north of and adjacent to 28th Street and east of Klondyke Road. The application was filed by Coast Investments, Inc., 9364 Canal Road, Gulfport, MS, 39501; the Schrogin and Harber 1998 Trust, 1400 Shattuck Avenue, Ste. 6, Berkeley, CA, 94709; John R. Landford, 24388 E. Dubuison Road, Pass Christian, MS, 39571, for a zoning map amendment in accordance with the Comprehensive Zoning Ordinance. Applicants are requesting to change the zoning classification from R-1, Single Family Residential to R-3, Multi-Family Residential due to an annexation by the City of Long Beach. Applicants plan to use the

property in a manner consistent with R-3 Zoning. The legal description of the subject property is as follows: Beginning at a point of the East line of the SW 1/4 of the SW 1/4 of Section 36, Township 7 South, Range 12 West, Harrison County, Mississippi, where it intersects the north margin of 28th Street thence run S 89 degrees 40'04" W along the north margin of 28th Street for a distance of 235.01 feet; thence N00 degrees 09'10" W a distance of 1095.52 feet to a Point on the East margin of North Klondyke Road; thence N00 degrees 09'10" W along the East margin of North Klondyke Road for a distance of 1330.50 feet; thence S00 degrees 09'10" W a distance of 1301.06 feet to the point of beginning. Said parcel contains 8.53 acres more or less and is made subject to a 60' easement along the North portion as described: Commencing at a point of the East line of the SW 1/4 of the SW 1/4 of Section 36, Township 7 South, Range 12 West, Harrison County where it intersects the North margin of 28th Street thence run S 89 degrees 40'04" W along the North margin of 28th Street for a distance of 235.01 feet; thence N00 degrees 09'10" E a distance of 1242.63 feet to the Point of Beginning; thence N89 degrees 55'57" W a distance of 1095.52 feet to a point of the East margin of North Klondyke Road; thence N00 degrees 09'34" W along the East margin of North Klondyke Road for a distance of 60 feet; thence S89 degrees 55'57" E a distance of 1095.50 feet; thence S00 degrees 09'10" W a distance of 60 feet to the Point of Beginning. The application for Zoning Map Amendment was approved by the Planning Commission at a public hearing duly held and convened on November 20, 2008. ORDERED, this 2nd day of December, 2008, Mayor and Board of Aldermen, Long Beach, Mississippi. By: Rebecca E. Schmitt, City Clerk. 83V12,1FR1 1299177

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. 125 No., 70 dated 12 day of Dec, 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.

DEC 16 2008  
J. Lane  
Clerk

Sworn to and subscribed before me this 12 day of Dec, A.D., 20 08

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

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

The Clerk further reported that fourteen (14) Legal Notices of Public Hearing were sent via certified mail, return receipt requested, and fourteen (14) were received.

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

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Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to make the November 20, 2008, Planning Commission minutes a part of the record of this public hearing on file in the Office of the City Clerk.

\* \* \*

The Mayor recognized the applicant John R. Lankford, 24389 East Dubuison Road, Pass Christian, Mississippi, 39571, who stated that they were present to answer questions and provide additional information regarding the Mariner's Village development proposed by Pinnacle Housing Group.

\* \* \*

The Mayor opened the floor for public comments either for or against the application for zoning map change and no one came forward to be heard.

\* \* \*

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

\* \* \*

The Mayor recognized the applicants and upon further discussion it was determined that the property will house five buildings and approximately 108 units on 8.53 acres; one bedroom would rent for approximately \$650.00, two bedroom for approximately \$760.00-\$775.00, and three bedroom approximately \$800.00; the project is partially funded by the Community Development Block Grant Program (CDBG) through the Mississippi Development Authority (MDA); the minimum and maximum income requirements are based upon W-2 income, under percentage requirements mandated by MDA; developers will provide water and sewer to the housing development, connecting to city water and sewer; the influx of students will be beneficial to the Long Beach School District; a right turning lane will be an essential part of the approval process.

\* \* \*

After considerable discussion, Alderman Anderson made motion seconded by Alderman Notter and unanimously carried to approve the application for zoning map change, authorizing the City Attorney to prepare the required ordinance for consideration and adoption at the next regular meeting, January, 20, 2009.

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School

**Minutes of January 6, 2009**  
**Mayor and Board of Aldermen**

District Central Office, 19148 Commission Road, in said City at 6:00 p.m. it being the first Tuesday in January, 2009, 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, Joseph McNary, Mark Lishen, Carolyn Anderson, City Clerk Rebecca E. Schruff and City Attorney Frank R. McCreary, III.

Alderman Richard Burton was absent the meeting.

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

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The meeting was called to order and The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on November 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, Advertisement for Bids, "BID FOR LONG BEACH NEW CITY HALL, LONG BEACH, MS", as evidenced by the Publisher's Proof of Publication.

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

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**PROOF OF PUBLICATION**

**LONG BEACH, MS  
LEGAL NOTICE  
ADVERTISEMENT FOR  
BIDS**  
Notice is hereby given that sealed bids will be received for the project named below, by the:  
City Clerk of Long Beach, until 2:00 pm January 6, 2009.  
Mailing Address and Location for Receipt of Bids before 2:00 pm, January 6, 2009:  
City Clerk  
City of Long Beach  
645 Klondyke Road  
P.O. Box 629  
Long Beach, MS 39560  
(228) 863-1556  
All sealed bids must be clearly marked on the outside envelope **BID FOR LONG BEACH NEW CITY HALL, LONG BEACH, MS**.  
Location for 6:00 pm Bid Opening on January 6, 2009:  
City Clerk  
City of Long Beach  
Long Beach School Administration Office  
1914B Commissioner Road  
Long Beach, MS 39560  
Plans and Specifications Entitled:  
Long Beach New City Hall, Long Beach, MS.  
Plans may be inspected at the office of the Architects named below, or may be obtained from the Architects as set out below:  
a. Qualified Prime (General) Contractors may obtain one set of plans and specifications upon deposit of \$100.00 per set, which deposit will be refunded upon return of documents within 10 days after bid date. Contractors who do not submit a bid shall forfeit their deposit.  
b. Qualified Prime (General) Contractors, Subcontractors and Material Suppliers may obtain additional sets of plans and specifications upon payment of \$100.00 per set, non-refundable.  
c. Partial Sets will not be issued.  
d. Copies of plans and specifications will be placed in plan rooms in major cities within the area, locally, and elsewhere as bona fide requests are received.  
e. Make deposit check payable to the Architects named below.  
Proposals shall be submitted in duplicate only upon the blank proposal forms provided with the specifications and must be accompanied by Proposal Security in the form of Certified Check or acceptable Bid Bond in the amount equal to at least five percent (5%) of the Base Bid, such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the proposal, execute contract and post Performance Bond in the form and amount within the time specified. The Bid Bond, if used, shall be payable to the Owner.

Bids on the Project must be received on or before the period scheduled for the Project and no bid withdrawn after the scheduled closing time for the Project for a period of forty-five (45) days.  
All bids submitted in excess of \$40,000.00 by a Prime or Subcontractor to do any erection, building, construction, repair, maintenance, or related work must comply with the Mississippi Contractors Act of 1985, by securing a Certificate of Responsibility from the State Board of Contractors.  
The Owner reserves the right to reject any and all bids on any or all projects and to waive informalities.  
**OWNER:**  
City of Long Beach  
645 Klondyke Road  
Long Beach, MS 39560  
**ARCHITECT:**  
JBHM Architects, PA  
2048 Beach Boulevard  
Biloxi, MS 39201  
PH: (228) 594-2200  
FX: (228) 594-2020  
**ORDERED**, this the 5th day of November, 2008, Mayor and Board of Aldermen, Long Beach, Mississippi.  
By /s/signed Rebecca E. Schuff, City Clerk  
**DATES OF ADVERTISEMENT:**  
November 25, 2008  
December 02, 2008  
adv26.3.2WED  
1298321

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. 125 No., 54 dated 26 day of Nov, 2008
- Vol. 125 No., 61 dated 3 day of Dec, 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.

DEC 05 2008

*[Signature]*  
Clerk 3

Sworn to and subscribed before me this 3 day of

Dec, A.D., 2008

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..... \$ \_\_\_\_\_

\* \* \*

The Clerk further reported that eleven (11) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

BIDS - LONG BEACH CONSTRUCT NEW CITY HALL														
PRELIMINARY BID TABULATION														
OPEN: JANUARY 6, 2008 - 4:00 PM														
JANUARY 6, 2009 - 4:00 PM														
CONTRACTOR NAME	CERT. RESP. #	BID BOND	NON-RESIDENT LAW	ACKNOWLEDGE ADDENDUMS			BASE BID AMOUNT	ALTERNATE NO. 1 (ADD OR DEDUCT) COLORED CONCRETE IN LIEU OF PAVERS	ALTERNATE NO. 2 (DEDUCT) OMIT GENERATOR	TOTAL PRELIMINARY BID	CALENDAR DAYS	FOUNDATION REMOVAL CY CONCRETE	EXCAVATION CY CONCRETE	STRUCTURAL FILL/ COMPACTION EXISTING GRADE (TESTING) PER CY
				NO. 1	NO. 2	NO. 3								
C. PERRY BUILDERS, INC. 1002 WALKER ROAD SUMRALL, MS 39482-3578 CENTURY CONSTRUCTION & REALTY, INC P.O. BOX 1386 TUPELO, MS 38802	10848	OHIO CASUALTY INS CO	NO	✓	✓	✓	\$4,762,000.00	\$ (21,575.00)	\$ (205,000.00)	\$4,535,425.00	450	6.00	10.00	14.00
DAN HENSARLING, INC. P.O. BOX 3927 GULFPORT, MS 39505	11403	AIA	NO	✓	✓	✓	5,589,000.00	3,600.00	(190,000.00)	5,402,600.00	540	225.00	225.00	14.00
FLAG STAR CONSTRUCTION CO., INC. 2006 ASPEN COVE BRANDON, MS 39042	11065	TRAVELERS	NO	✓	✓	✓	4,952,000.00	NO CHANGE	(325,000.00)	4,627,000.00	410	250.00	200.00	45.00
H. GORDON MYRICK, INC. P.O. BOX 1479 GULFPORT, MS 39502	10817	BARKSDALE	NO	✓	✓	✓	5,000,000.00	6,700.00	(381,700.00)	4,645,000.00	420	110.00	12.00	25.00
INNOVATIVE BUILDERS, INC. 10760 HIGHWAY 603 BAY SAINT LOUIS, MS 39520 J.C. DUKE & ASC., GENERAL CONTRACTORS, INC. 1716 INDUSTRIAL PARK DRIVE MOBILE, AL 36683	2127	AIA	NO	✓	✓	✓	4,772,712.00	(5,000.00)	(370,000.00)	4,397,712.00	380	35.00	35.00	11.00
IHW ROGERS CONSTRUCTION CO., LLC P.O. BOX 160865 MOBILE, AL 36616	13482	AIA	NO	✓	✓	✓	6,335,799.00	12,500.00	(190,000.00)	6,158,299.00	420	56.00	9.00	16.25
POLK CONSTRUCTION COMPANY P.O. BOX 449 529 PEARL STREET COLUMBIA, MS 39429	08861	AIA	NO	✓	✓	✓	5,010,209.00	4,135.00	23,826.00	5,038,170.00	365	250.00	9.00	22.00
STARKE CONTRACTING COMPANY, INC P.O. BOX 7149 BILOXI, MS 39540-7101	13238	AIA	NO	✓	✓	✓	5,393,395.00	19,034.00	(356,737.00)	5,055,632.00	480	30.00	8.50	12.50
WITHRINGTON CONSTRUCTION CORP 6159 OMNI PARK DRIVE MOBILE, AL 36689	00211	REGIONS	NO	✓	✓	✓	5,167,000.00	11,200.00	(311,000.00)	4,867,200.00	455	50.00	25.00	30.00
	01068	TRAVELERS	NO	✓	✓	✓	4,670,000.00	(12,500.00)	(274,000.00)	4,383,500.00	365	65.00	5.50	12.50
	04114	FIDELITY	YES	✓	✓	✓	5,095,000.00	10,000.00	(234,000.00)	4,871,000.00	450	642.00	41.00	30.00

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Upon discussion, Alderman Notter made motion seconded by Alderman Holder and unanimously carried to take the aforementioned bids under advisement for review and tabulation by JBHM Architects, PA, with a recommendation at the next regular meeting, January 20, 2009.

\* \* \* \* \*

The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on November 4, 2008, that she

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Advertisement for Bids, "READY MIX CONCRETE", as evidenced by the Publisher's Proof of Publication.

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

**PROOF OF PUBLICATION**



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

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

- Vol. 125 No., 73 dated 15 day of Dec, 20 08
- Vol. 125 No., 81 dated 22 day of Dec, 20 08
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

Lianne Preston  
Clerk

Sworn to and subscribed before me this 24 day of Dec, A.D., 20 08

KANDI A. BERKLEY  
Notary Public, State of Mississippi  
Harrison County  
My Commission Expires  
April 03, 2010

Kandi Berkley  
Notary Public

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

\* \* \*

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

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

<b>BIDS - READY MIX CONCRETE</b>					
<b>OPEN: JANUARY 6, 2009</b>					
<b>PRELIMINARY BID TABULATION</b>				<b>PRICE PER CUBIC YD DELIVERED TO SITE WITHIN IN CITY OF LB</b>	<b>PRICE PER CUBIC YD DELIVERED TO SITE WITHIN IN CITY OF LB 5 YDS OR GREATER</b>
<b>CONTRACTOR NAME</b>	<b>CERT. RESP. #</b>	<b>BID BOND</b>			
METRO CONCRETE P.O. BOX 01566 OCEAN SPRINGS, MS 39566	N/A	N/A	\$	<b>198.00</b>	\$ <b>98.00</b>
BAYOU CONCRETE P.O. BOX 3868 GULFPORT, MS 39505	N/A	N/A		<b>116.00</b>	<b>96.00</b>

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Upon discussion, Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to take the aforementioned bids under advisement for review and tabulation by Derrel Wilson, Project Manager, Utility Partners, LLC, with a recommendation at the next regular meeting January 20, 2009.

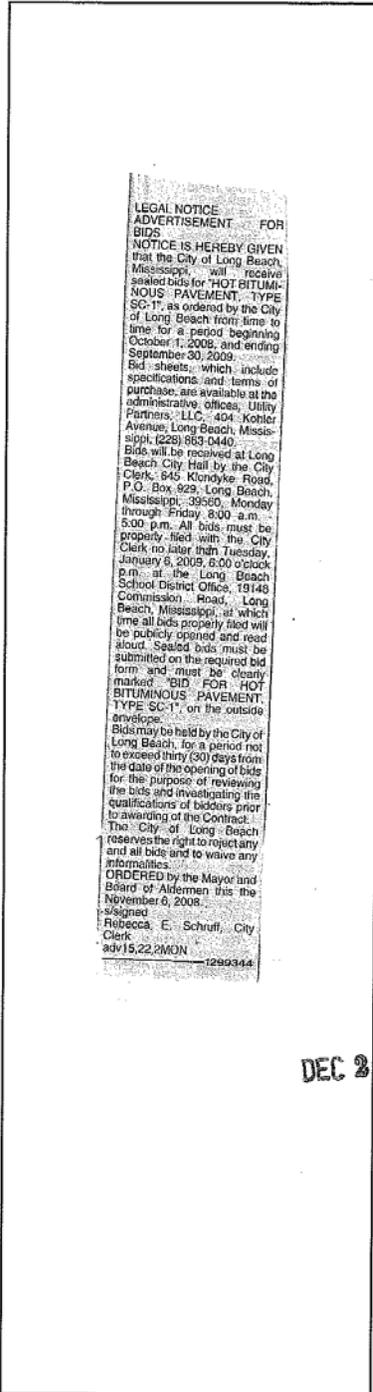
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The Clerk reported that pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly and convened on November 4, 2008, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Legal Notice, Advertisement for Bids, "HOT BITUMINOUS PAVEMENT, TYPE SC-1", as evidenced by the Publisher's Proof of Publication.

Alderman McNary 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 January 6, 2009  
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 Lianne Preston 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. 125 No., 73 dated 15 day of Dec, 2008
- Vol. 125 No., 81 dated 22 day of Dec, 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.

Lianne Preston  
Clerk

DEC 24 2008

Sworn to and subscribed before me this 24 day of Dec, A.D., 2008

Kandi Berkley  
Notary Public

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

\* \* \*

The Clerk further reported that four (4) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

<b>BIDS - HOT BITUMINOUS PAVEMENT TYPE SC-1</b>			
<b>OPEN: JANUARY 6, 2009</b>			
<b>PRELIMINARY BID TABULATION</b>	<b>CERT. RESP. #</b>	<b>BID BOND</b>	<b>F.O.B. OUR PLANT, LOADED ON CITY TRUCKS PRICE PER TON</b>
<b>CONTRACTOR NAME</b>			
BOND PAVING CO., INC. P.O. BOX 3147 GULFPORT, MS 39505	N/A	N/A	\$ <b>60.00</b>
WILLIAMS PAVING CO. 14385 SEAWAY ROAD GULFPORT, MS 39503	03521	N/A	<b>58.00</b>
SUPERIOR ASPHALT, INC P.O. BOX 720099 JACKSON, MS 39272	N/A	N/A	<b>66.50</b>
WRREN PAVING, INC. P.O. BOX 2545 GULFPORT, MS 39505	02932	N/A	<b>59.75</b>

\* \* \*

Upon discussion, Alderman Holder made motion seconded by Alderman Boggs and unanimously carried to take the aforementioned bids under advisement for review and tabulation by Derrel Wilson, Project Manager, Utility Partners, LLC, with a recommendation at the next regular meeting, January 20, 2009.

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There were no announcements, presentations or proclamations.

\*\*\*\*\*

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

- Item X.1.b. DEPARTMENTAL BUSINESS; MAYOR'S OFFICE; City Hall Additional Funding;
- Item XI.7 NEW BUSINESS; Home Occupation Ordinance

\*\*\*\*\*

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

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

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

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

	NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	M.A. KRUSE 19015 REDBUD DR 313-8938	X 3 I	MEMA COTTAGES-
2	David Youmans 133 DENTING OAKS 864-0223	3 I	MEMA COTTAGES
3	Crystal Utley MS Center for Justice 974 Bx MS 39530 228-435-7284	X 3 i	"
4			
5			
6			
7			
8			
9			
10			

City of Long Beach, Mississippi  
Mayor and Board of Aldermen Meeting  
Date: 1/6/09

\*\*\*\*\*

Alderman Boggs made motion seconded by Alderman Anderson and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated December 16, 2008, as submitted.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve the November 17, 2008, minutes of the Recreation Board, as submitted.

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

\*\*\*\*\*

Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the December 18, 2008, Port Commission minutes with exception to action taken “to designate a portion of harbor parking area (approximately sixty (60) spaces) for restaurant and/or non-boat trailer customers only”, remanding the matter back to the Port Commission for additional information and clarification; and approving the proposed Charter Boat Directory sign subject to compliance with the City’s sign ordinance.

\*\*\*\*\*

Alderman McNary made motion seconded by Alderman Holder and unanimously carried to approve payment of invoices as listed in Docket of Claims number 010609.

\*\*\*\*\*

There came on for consideration the matter of accepting the donation of a modular home from the Rotary Club and associated expenses to relocate.

Upon discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to accept the donation of the modular home for use by various government and civic organizations for meetings; and to relocate the structure to the Central Fire Station, behind the City Hall Temporary FEMA Trailers.

\* \* \* \* \*

Upon further discussion, there came on for consideration two (2) quotes to relocate said modular home, as follows:

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**PROPOSAL**

**ALL PHASE CONSTRUCTION  
WILLIE WALKER  
216 ROBERTS AVE.  
LONG BEACH, MS 39560  
(228) 864-0524 669-6848**

PROPOSAL NO.
SHEET NO.
DATE <b>12-19-08</b>

PROPOSAL SUBMITTED TO:

NAME <b>Billy Skellie (City of Long Beach)</b>
ADDRESS
PHONE NO. <b>228-324-3611</b>

WORK TO BE PERFORMED AT:

ADDRESS
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of **Move House**  
**1598 sq ft From Klondyke Road approx 3/4**  
**mile toward's north behind City of Long Beach**  
**Code office / Mayor's office.**  
**Cost of Moving structure is 10<sup>00</sup> per ft. Total = \$15,980<sup>00</sup>**  
**Cost of setting up new pier's / straps / rebar and**  
**Relevel is \$250' per sq ft M&L \$3,999<sup>00</sup>**

Moving	15,980 <sup>00</sup>
M&L New Pier's	3,999 <sup>00</sup>
Permit's incl.	<u>19,979<sup>00</sup></u>

**City shall be responsible for all wires  
and light's too be dropped for the move**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **19,979<sup>00</sup>**

**Nineteen thousand nine hundred seventy nine dollars (\$ 19,979<sup>00</sup>)**  
with payments to be made as follows: **thirteen thousand five hundred in advance**  
**upon agreed contract for block's / straps / material etc. and**  
**and final payment to be paid upon final inspection**

Respectfully submitted **Willie Walker Sr**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per **19,979<sup>00</sup>**

Note — This proposal may be withdrawn by us if not accepted within **0** days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
Date _____
Signature _____

adams NC 3818-50

**PROPOSAL**

Minutes of January 6, 2009  
Mayor and Board of Aldermen



Darlene Pascuzzo Fax: +1 (800) 768-7029

To: Billy Skellie

Fax: +1 (228) 865-0822

Page 1 of 2 1/5/2009 10:27

**FAX**

**Date:** 1/5/2009

**Pages including cover sheet:** 2

<b>To:</b>	Billy Skellie
<b>Phone</b>	
<b>Fax Number</b>	+1 (228) 865-0822

<b>From:</b>	Darlene Pascuzzo
	Building Numbers LLC
	P.O. Box 75
	Nelson
	GA 30151
<b>Phone</b>	(706) 299-0886
<b>Fax Number</b>	+1 (800) 768-7029

**NOTE:**

Billy,

Here is the bid you requested. Please let Tony know if you have any questions.

Thanks,

Darlene

# Minutes of January 6, 2009 Mayor and Board of Aldermen

From: Dorene Pascuzzo Fax: +1 (800) 768-7029

To: Billy Skellie

Fax: +1 (228) 865-0822

Page 2 of 2 1/6/2009 10:27

**Safe-Ley Contracting, LLC**  
8447 Highway 90  
Bay St Louis, MS 39520

Date	Estimate #
1/5/2009	454

**BID**

Name / Address		Ship To	
Billy Skellie 645 Klondyke Rd Long Beach, MS 39560		Long Beach, MS	
Phone #	228-467-5656		
Description	Qty	Rate	Total
Tear Down 28X56 Modular including furnishing and mounting on frames, lowering hinged roof, building 2 full length knee walls, including removing siding and demo foundation as necessary  NO BID DISCONNECT THE UTILITIES OR A/C UNIT	1	12,000.00	12,000.00
Move and install on pennanant chain wall foundation 36-48" above grade, including rough set anchoring to foundation, lagging together and shingling ridge cap. INSTALL UNITS WITH LEFT OR RIGHT ACCESS	1	10,000.00	10,000.00
install permanant concrete pier foundation, with spot footer 36" in diameter and 24" deep, 4 #4's rebars running verticle into piers with 4 #4's in the bottom mat, 19" simpson ties 2 ties per pier, price is estimate only, price to be adjusted upon engineered drawings  NO BID CONNECTING UTILITIES, INSTALLING SIDING, OR A/C DUCTS, DECKS OR RAMPS	1	8,900.00	8,900.00
		<b>Total</b>	<b>\$30,900.00</b>

The person signing below, understands and agrees (1) The description for each item above describes the complete scope of work requested. (2) The Price associated with each description is a labor item price unless otherwise stated. (3) All work detailed and priced in this bid will be billed upon completion and must be paid for within 7 days of invoice. (4) Safeley Contracting, LLC will accept no liability for water damage unless otherwise stated in the body of this bid. (5) Any materials that are missing from the house that are supplied by Safeley Contracting, LLC will be charged back to the entity listed on this bid and may include trip charges if applicable. (6) Materials that are unavailable to Safeley Contracting, LLC at the time of the job will be furnished by said entity, and returned trip charges and/or rescaffolding charges may apply. (7) Concealed Conditions may result in additional charges if and when discovered. (8) Minimum Crawl Space height required is 24".

( 9) Orientation of the house must be determined by Customer, Safeley Contracting, LLC will not be held responsible for charges applying to incorrect positioning.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Agent for above entity Printed Name & Title

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to accept the proposal of All Phase Construction in the amount of \$19,979.00, as set forth above.

\*\*\*\*\*

There came on for consideration the City Hall Improved Project and a letter with attachments from David Vicknair, Project Manager, Broaddus and Associates, as follows:

# Minutes of January 6, 2009 Mayor and Board of Aldermen



January 5, 2009

Honorable William Skellie  
Board of Aldermen

RE: **Resolution to approve City Hall as an "Improved Project" to satisfy FEMA requirements**

Mayor and Board of Aldermen,

Per local FEMA requirements, The City Aldermen is required to approve the City Hall Project as an "Improved Project". This approval by the Aldermen recognizes the New City Hall project as an "Improvement" from the Pre-Katrina facilities of the City Hall, the Water Department, and the City Hall Annex (project worksheet 7291). Each of these facilities has been demolished in preparations for the New City Hall Project.

As you are aware, the new facility will be a two story 15,500 SF building located at the southeast corner of Jeff Davis Avenue and Second Street, on the same site as the 'old' City Hall Complex. The New Building will house the same Pre-Katrina functions as the old City hall Complex including: the Water Department, Building Code Office, Records storage, the Mayor's office, City Administration, Civil Service, and the Municipal Court. A large community meeting room with a raised podium and platform is also included to accommodate meetings of the Municipal Court, Board of Aldermen, Planning Commission, and other public events. The new building will be 2-stories in height and the construction will comply with IBC 2003 standards and the design pressures thereof. The foundation system consists of a slab on grade with grade beams and spread footings, the exterior wall assembly consists of brick veneer with reinforced CMU backup, the floor system consists of precast hollow-core concrete planks with a concrete topping slab. A minimal amount of structural steel and cast-in-place concrete is utilized in the construction. Some interior partitions consist of CMU (structural and non-structural) and others consist of metal studs and gypsum board. Exterior openings are protected from wind-borne hazards with large-missile-impact-rated glazing. The roof system consists of a standing seam metal roof over Type-B metal decking and light-gauge metal trusses. The new facility will also have on-street and off-street parking accommodations for staff and the general public.

Page 1 of 2

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

The finish floor elevation (FFE) of the new facility will be 25'-0" and the bottom of the lowest horizontal structural member (horizontal grade beam) will be at approximately 19'-5" which is well above the 500 year flood elevation requirements for a critical facility at the proposed construction location.

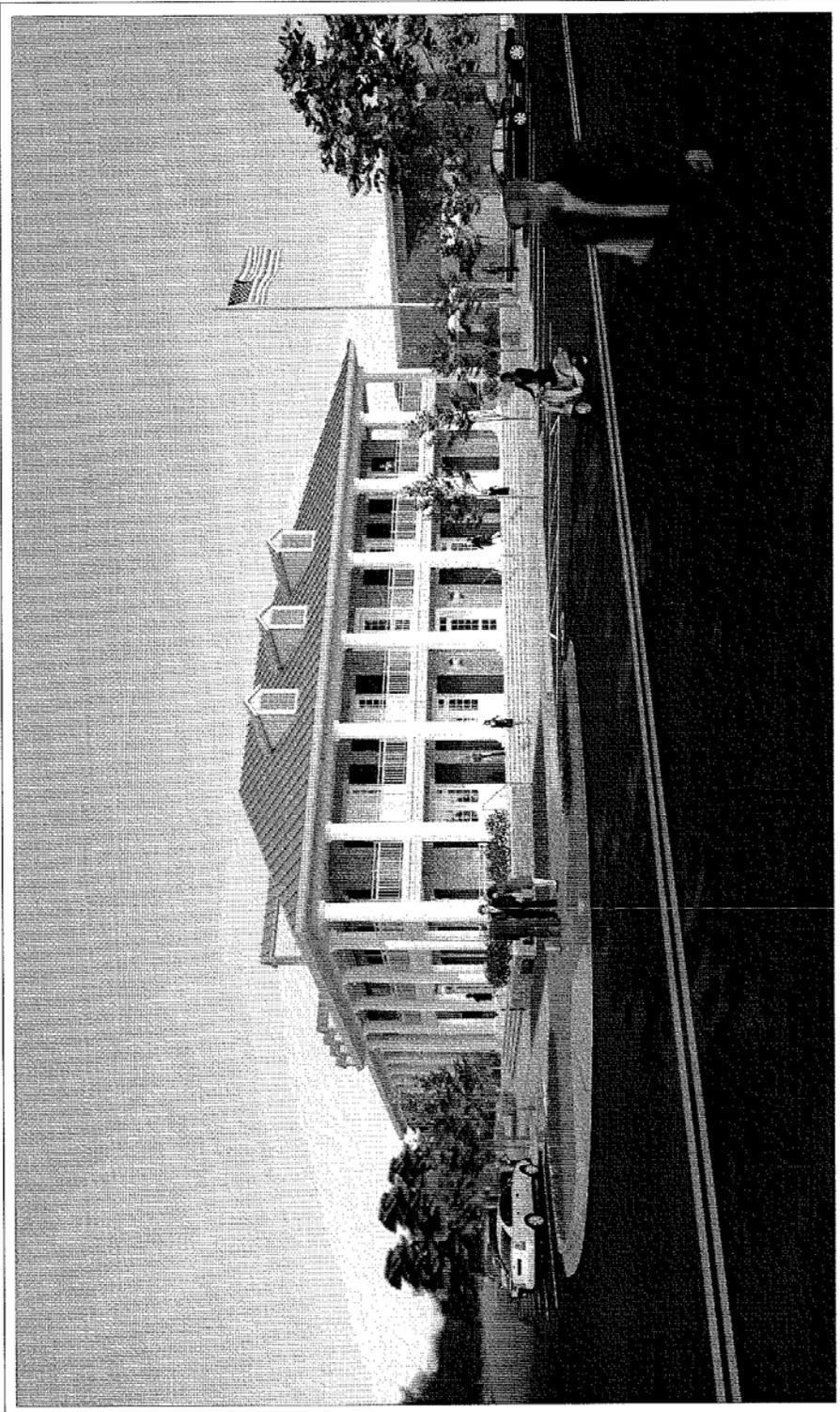
Please refer to included documents; a rendering, site plan, and floor plans. We respectfully request passing this resolution in order to complete the FEMA process.

**Best Regards,**



**David A Vicknair  
Broaddus and Associates**

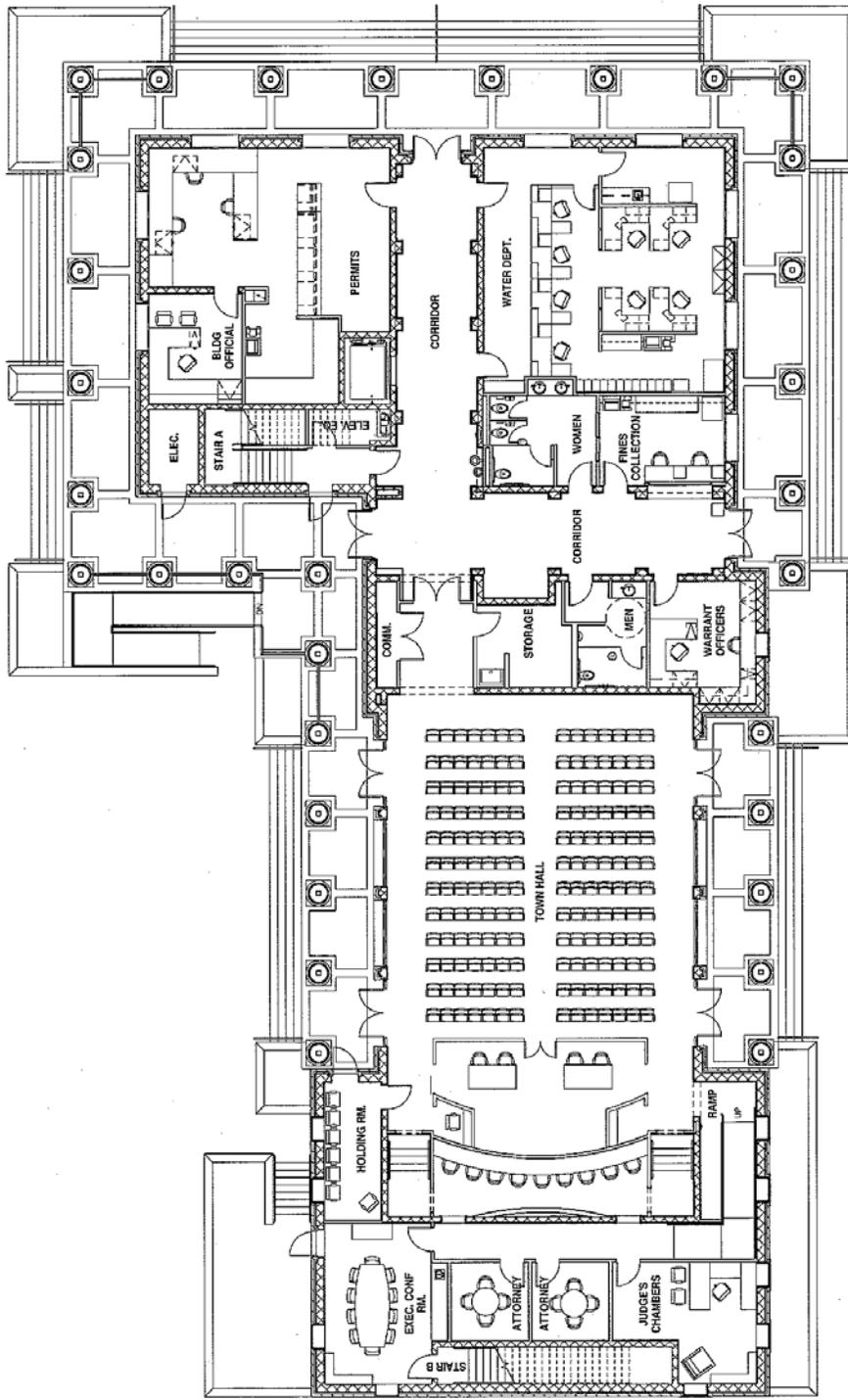
Minutes of January 6, 2009  
Mayor and Board of Aldermen



**JPHM**  
ARCHITECTS  
www.jphm.com

**LONG BEACH NEW CITY HALL**

Minutes of January 6, 2009  
Mayor and Board of Aldermen

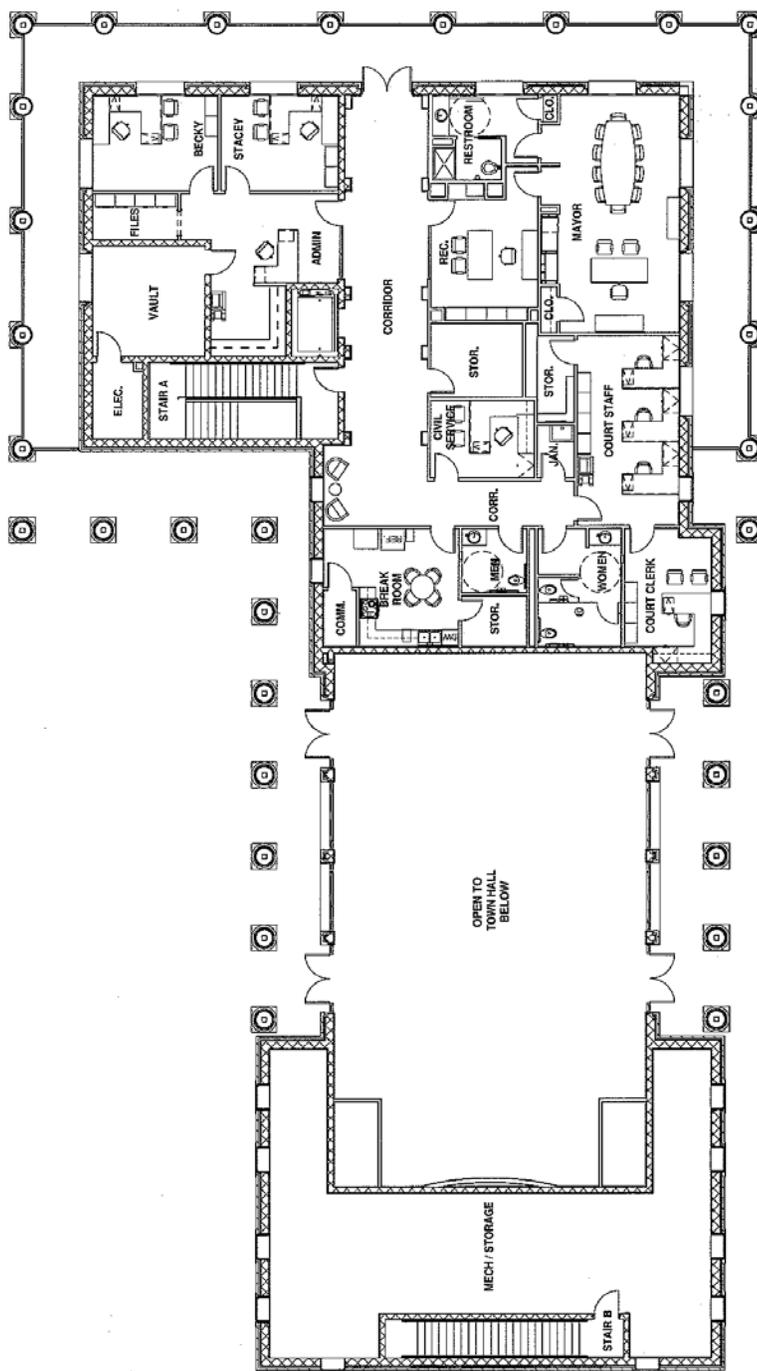


LONG BEACH NEW CITY HALL

GROUND FLOOR PLAN



Minutes of January 6, 2009  
Mayor and Board of Aldermen

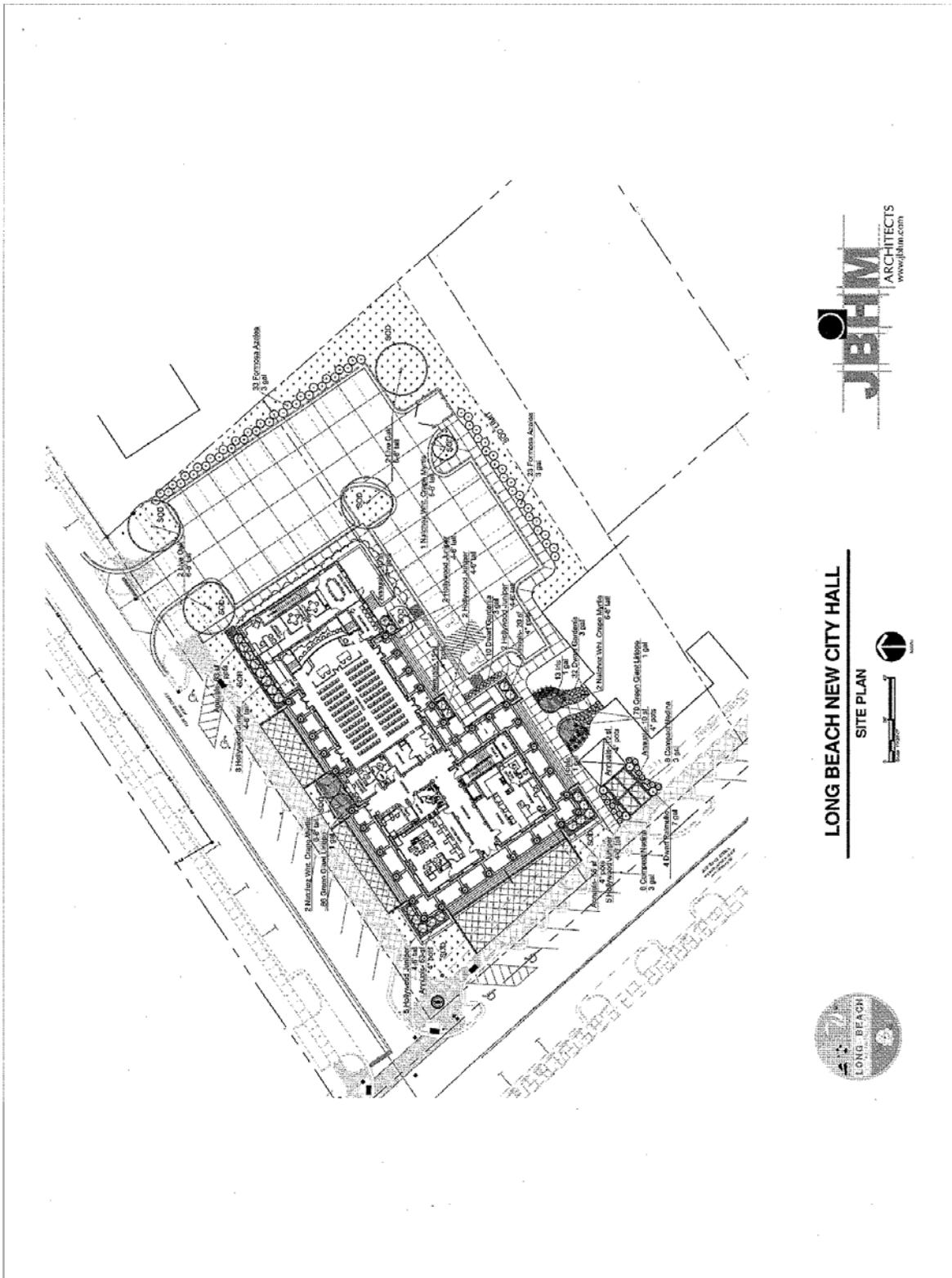


LONG BEACH NEW CITY HALL

SECOND FLOOR PLAN



**Minutes of January 6, 2009  
Mayor and Board of Aldermen**



\* \* \*

Upon discussion, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to adopt by order, approval of the above and foregoing documents, establishing for the record that the New City Hall Project is an "Improvement" from the Pre-Katrina facilities of the City Hall, the Water Department, and the City Hall Annex (project worksheet 7291), noting that each of these facilities has been demolished in preparations for the New City Hall Project.

\*\*\*\*\*

**Minutes of January 6, 2009**  
**Mayor and Board of Aldermen**

Based upon the recommendation of Assistant Fire Chief Mike Brown and certification by the Civil Service Commission, Alderman McNary made motion seconded by Alderman Anderson and unanimously carried to approve Fire Department personnel matters, as follows:

Accept with regret the retirement of Firefighter Clifton Rush Heald, III, after 26 years of dedicated service with the City;

Hire Firefighter 1<sup>st</sup> Class, Johnathan Malley, FS9-II, effective February 1, 2009, via transfer.

\*\*\*\*\*

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

\*\*\*\*\*

Alderman McNary made motion seconded by Alderman Holder and unanimously carried to approve three (3) Requests for Cash and Payment of four (4) Invoices, CDBG, as follows:

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** January 1, 2009  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
**RE:** City of Long Beach  
Community Revitalization Grant  
CDBG Project #R-109-235-02-KCR  
Request for Cash and Summary Support Sheet

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

1. Jimmy G. Gouras Urban Planning Consultants, Inc.  
Invoice Number 5685 in the amount of \$5,011.16  
For administration expense
2. JBHM Architects, P.A.  
Invoice Number 7 in the amount of \$38,180.52  
For architect/engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 9" in the amount of \$43,191.68 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 9" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins  
Jimmy Gouras Urban Planning  
100 Cherry Street  
Vicksburg, MS 39183

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

Enclosures

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**Mississippi Development Authority  
REQUEST FOR CASH**

Section A: General Information	Section B: Project Information	Section C: Request Per Activity																																			
<b>Applicant Name:</b> City of Long Beach <b>Mailing Address:</b> Post Office Box 329 <b>Street Address:</b> <b>City, State Zip:</b> Long Beach, MS 39580 <b>Telephone No.:</b> 228-663-1556 <b>Fax Number:</b> 228-665-0822 <b>Email Address:</b> <a href="mailto:cityoflongbeach@mississippi.gov">cityoflongbeach@mississippi.gov</a>	<b>Contract No.:</b> R-103-08 <b>Request No.:</b> 9 <b>Contract No.:</b> R-103-238-02-KCR <b>FOR MDA USE ONLY</b> <b>Vendor No.:</b> <b>IDIS Voucher Number:</b>	<b>Bank Information:</b> <b>Electronic Transfer:</b> 065503691 <b>Bank Account:</b> 043306089 <b>Bank Name:</b> Hancock Bank <b>Address:</b> 101 Jeff Davis Avenue <b>City, State Zip:</b> Long Beach, MS 39560 <b>Telephone No.:</b> 228-666-4000 <b>Services Rendered:</b> <b>From:</b> December 1, 2008 <b>To:</b> December 31, 2008																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Activity Description</th> <th>Budget Amount</th> <th>Total Prior Request to Date</th> <th>This Request</th> <th>Remaining Balance</th> </tr> </thead> <tbody> <tr> <td>1 Administration</td> <td>\$ 144,268.00</td> <td>\$ 26,511.16</td> <td>\$ 5,011.16</td> <td>\$ 112,746.69</td> </tr> <tr> <td>2 Application Preparation</td> <td>\$ 10,000.00</td> <td>\$ 10,000.00</td> <td></td> <td>\$</td> </tr> <tr> <td>3 Architect/Engineering Expense</td> <td>\$ 343,971.00</td> <td>\$ 218,702.60</td> <td>\$ 38,160.52</td> <td>\$ 99,097.69</td> </tr> <tr> <td>4 Contingency</td> <td>\$ 324,134.00</td> <td></td> <td></td> <td>\$ 324,134.00</td> </tr> <tr> <td>5 Construction of Public Building</td> <td>\$ 4,545,301.00</td> <td></td> <td></td> <td>\$ 4,545,301.00</td> </tr> <tr> <td><b>Total Expense</b></td> <td><b>\$ 5,367,674.00</b></td> <td><b>\$ 253,213.76</b></td> <td><b>\$ 43,191.68</b></td> <td><b>\$ 5,071,268.56</b></td> </tr> </tbody> </table>			Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	1 Administration	\$ 144,268.00	\$ 26,511.16	\$ 5,011.16	\$ 112,746.69	2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$	3 Architect/Engineering Expense	\$ 343,971.00	\$ 218,702.60	\$ 38,160.52	\$ 99,097.69	4 Contingency	\$ 324,134.00			\$ 324,134.00	5 Construction of Public Building	\$ 4,545,301.00			\$ 4,545,301.00	<b>Total Expense</b>	<b>\$ 5,367,674.00</b>	<b>\$ 253,213.76</b>	<b>\$ 43,191.68</b>	<b>\$ 5,071,268.56</b>
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<p>I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.</p> <p>I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.</p>																																					
<b>Signature of Authorized Official:</b> 		<b>Date Signed:</b> _____ <b>Prepared By:</b> Chrissy Fitching, CPA <b>Preparer's Telephone No.:</b> 228-374-0300																																			
<b>Typed Name and Title of Authorized Official:</b> William Skellie, Jr., Mayor		<b>Date Prepared:</b> 12/31/2008																																			

Minutes of January 6, 2009  
Mayor and Board of Aldermen

Mississippi Development Authority  
Cash Summary Support Sheet

Applicant City of Long Beach Request No: 9 Grant Number: R-103-06  
 Period Cost - Beginning December 1, 2008 Ending Date: December 31, 2008 Contract Number: R-109-235-02-KCR

1. Activity:	Administration Expense	(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A.	Administration Expense	Jimmy Gouras	5685	\$5,011.16
B.				
C.				
D.				
			<b>Subtotal:</b>	<b>\$5,011.16</b>
				<b>\$5,011.16</b>
2. Activity:	Architect/Engineering	(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A.	Architect/Engineering	JBHM	7	\$38,180.52
B.				\$0.00
C.				
D.				
			<b>Subtotal:</b>	<b>\$38,180.52</b>
				<b>\$38,180.52</b>
3. Activity:		(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A.				
B.				
C.				
D.				
			<b>Subtotal:</b>	

# Minutes of January 6, 2009 Mayor and Board of Aldermen

## Cash Summary Support Sheet

Applicant City of Long Beach Request No: 9 Grant Number: R-103-06  
 Contract Number: R-109-235-02-KCR

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

Cumulative Match Expended To Date: \$ 43,191.68 GRAND TOTAL: \$ 43,191.68  
 Cumulative Federal Expended To Date: \$ 296,405.44

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

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

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



Minutes of January 6, 2009  
Mayor and Board of Aldermen



**INVOICE**

662.844.1822 (phone) 662.844.0971 (fax)

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

December 16, 2008  
Invoice No: 7  
Project No: 07123

Attn: Ann Frazier

Re: City of Long Beach: City Hall New Constu

For professional services rendered through December 16, 2008

R-109-235-02-KCR

Description	Current Fee Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
SD's (30%)	76,361.04	100.00%	76,361.04	76,361.04	0.00
DD's (30%)	76,361.04	100.00%	76,361.04	76,361.04	0.00
CD's (30%)	76,361.04	100.00%	76,361.04	38,180.52	38,180.52
Bid (10%)	25,453.68	0.00%	0.00	0.00	0.00
Total Fee	254,536.80		229,083.12	190,902.60	38,180.52
Current Fee Due					<b>\$38,180.52</b>

Invoice Total

**\$38,180.52**

Approved by: \_\_\_\_\_

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

Biloxi • Columbus • Jackson • Tupelo • Memphis

**Thank you for your business!**

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**STATEMENT FOR SERVICES RENDERED**

**CITY OF LONG BEACH**

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT  
COMMUNITY REVITALIZATION PROJECT  
PROJECT NO. R-103-235-02-KCR  
MUNICIPAL COMPLEX**

**December 31, 2008**

**INVOICE #5685**

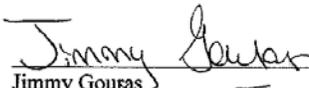
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Monthly Administrative Services Rendered Pertaining Project #R-109-235-02-KCR.

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

**TOTAL DUE**

**\$5,011.16**

  
Jimmy Gouras  
OT

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** January 1, 2009  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
**RE:** City of Long Beach  
Community Revitalization Grant  
CDBG Project #R-103-235-01-KCR  
Request for Cash and Summary Support Sheet

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

1. Jimmy G. Gouras Urban Planning Consultants Inc.  
Invoice Number 5686 in the amount of \$4,141.56  
For general administration

Also enclosed is "Request for Cash and Summary Support Sheet No. 17" in the amount of \$4,141.56 for payment of the above invoice.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 17" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins  
Jimmy Gouras Urban Planning  
1100 Cherry Street  
Vicksburg, MS 39183

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

Enclosures

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

# Minutes of January 6, 2009 Mayor and Board of Aldermen

## Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information			
<b>Applicant Name:</b> City of Long Beach <b>Mailing Address:</b> Post Office Box 929 <b>Street Address:</b> <b>City, State Zip:</b> Long Beach, MS 39060 <b>Telephone No.:</b> 228-865-1559 <b>Fax Number:</b> 228-865-8822 <b>Email Address:</b> <a href="mailto:info@mississippidevelopmentauthority.com">info@mississippidevelopmentauthority.com</a>	<b>Grant No.:</b> R-10-09 <b>Contract No.:</b> R-10-256-01-HCR <b>Request No.:</b> 17 <b>FOR RDA USE ONLY</b> <b>Vendor No.:</b> <b>IDIS Voucher Number:</b> <b>Approval for Payment:</b>				
<b>Section C: Request Per Activity</b>		<b>Bank Information</b> <b>Electronic Transfer:</b> 08503881 <b>Bank Account:</b> 04300069 <b>Bank Name:</b> Hancock Bank <b>Address:</b> 101 Jeff Davis Avenue <b>City, State ZIP:</b> Long Beach, MS 39060 <b>Telephone No.:</b> 228-869-4000 <b>Services Rendered:</b> <b>From:</b> December 1, 2008 <b>To:</b> December 31, 2008			
	<b>Activity Description</b>	<b>Budget Amount</b>	<b>Total Prior Request to Date</b>	<b>This Request</b>	<b>Remaining Balance</b>
1	Administration	\$ 173,096.00	\$ 83,629.40	\$ 4,141.56	\$ 85,331.04
2	Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
3	Architect/Engineering Expense	\$ 660,420.00	\$ 300,450.00	\$ -	\$ 359,970.00
4	Acquisition Expense	\$ 250,000.00	\$ 249,245.93	\$ -	\$ 754.07
5	Contingency Expense	\$ 364,400.00	\$ -	\$ -	\$ 364,400.00
6	Drainage & Flood Protection	\$ 1,570,000.00	\$ -	\$ -	\$ 1,570,000.00
7	Streets & Road Improvements	\$ 3,610,000.00	\$ -	\$ -	\$ 3,610,000.00
8		\$ -	\$ -	\$ -	\$ -
<b>Total:</b>		<b>\$ 6,837,916.00</b>	<b>\$ 643,319.33</b>	<b>\$ 4,141.56</b>	<b>\$ 8,180,455.11</b>
<p>I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.</p> <p>I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.</p>					
 Signature of Authorized Official			Date Signed _____		
William Skelton, Jr., Mayor Typed Name and Title of Authorized Official			Prepared By: Christy Pickering, CPA 228-374-0300 Prepare's Telephone No.		
			Date Prepared: 1/26/2009		

Minutes of January 6, 2009  
Mayor and Board of Aldermen

Mississippi Development Authority  
Cash Summary Support Sheet

Applicant City of Long Beach Request No: 17 Grant Number: R-103-06  
 Period Cost - Beginning December 1, 2008 Ending Date: December 31, 2008 Contract Number: R-103-235-01-KCR

1. Activity: <u>Administration</u>		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. <u>Administration</u>	<u>Jimmy Gouras</u>	<u>5686</u>	<u>\$4,141.56</u>		<u>\$4,141.56</u>
B.					
C.					
D.					
<b>Subtotal:</b>			<b><u>\$4,141.56</u></b>	<b><u>\$</u></b>	<b><u>\$4,141.56</u></b>
2. Activity:		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					<u>\$0.00</u>
B.					<u>\$0.00</u>
C.					
D.					
<b>Subtotal:</b>			<b><u>\$</u></b>	<b><u>\$</u></b>	<b><u>\$</u></b>
3. Activity:		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					<u>\$0.00</u>
B.					<u>\$0.00</u>
C.					<u>\$0.00</u>
D.					<u>\$0.00</u>
<b>Subtotal:</b>			<b><u>\$</u></b>	<b><u>\$</u></b>	<b><u>\$</u></b>

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**Cash Summary Support Sheet**

Applicant City of Long Beach Request No: 17 Grant Number: R-103-06 Contract Number: R-103-235-01-KCR

4. Activity:

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

5. Activity:

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

6. Activity:

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

Cumulative Match Expended To Date: \$647,460.89 GRAND TOTAL: \$ 4,141.56 \$ - \$ 4,141.56

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

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

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



**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**STATEMENT FOR SERVICES RENDERED**

**CITY OF LONG BEACH**

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

**December 31, 2008**

**INVOICE #5686**

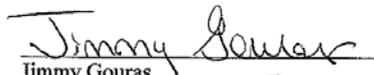
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Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KCR.

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

**TOTAL DUE**

**\$4,141.56**

  
Jimmy Gouras *OT*

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: [jggouras@bellsouth.net](mailto:jggouras@bellsouth.net)

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**MEMO**

**DATE:** January 1, 2009  
**TO:** Honorable William Skellie, Jr.  
City of Long Beach  
**FROM:** Ann Frazier  
Jimmy G. Gouras Urban Planning  
**RE:** City of Long Beach  
Community Revitalization Grant  
CDBG Project #R-109-235-04-KCR  
Request for Cash and Summary Support Sheet

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

1. Jimmy G. Gouras Urban Planning Consultants, Inc.  
Invoice number 5684 in the amount of \$1,708.33  
For administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 8" in the amount of \$1,708.33 for payment of the above invoice.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 8" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins  
Jimmy Gouras Urban Planning  
1100 Cherry Street  
Vicksburg, MS 39183

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

Enclosures

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**Mississippi Development Authority  
REQUEST FOR CASH**

Section A: General Information	Section B: Project Information	Request No.																																			
<b>Applicant Name:</b> City of Long Beach <b>Mailing Address:</b> Post Office Box 923 <b>Street Address:</b> <b>City, State Zip:</b> Long Beach, MS 39560 <b>Telephone No.:</b> 228-863-1556 <b>Fax Number:</b> 228-865-0822 <b>Email Address:</b> <a href="mailto:awalker@cityoflongbeach.ms.gov">awalker@cityoflongbeach.ms.gov</a>	<b>Grant No.:</b> R-108-08 <b>Contract No.:</b> R-108-205-04-CR <b>FOR NDA USE ONLY</b> <b>Vendor No.:</b> <b>IBIS Voucher Number:</b>	8																																			
<b>Bank Information:</b> <b>Electronic Transfer:</b> 06503981 <b>Bank Account:</b> 043006089 <b>Bank Name:</b> Hancock Bank <b>Address:</b> 101 Jeff Davis Avenue <b>City, State ZIP:</b> Long Beach, MS 39560 <b>Telephone No.:</b> 228-868-4000 <b>Services Rendered:</b> <b>From:</b> December 1, 2008 <b>Thru:</b> December 31, 2008																																					
<b>Section C: Request Per Activity</b>																																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Activity Description</th> <th>Budget Amount</th> <th>Total Prior Request to Date</th> <th>This Request</th> <th>Remaining Balance</th> </tr> </thead> <tbody> <tr> <td>1 Administration</td> <td align="right">\$ 66,000.00</td> <td align="right">\$ 23,208.33</td> <td align="right">\$ 1,708.33</td> <td align="right">\$ 40,093.34</td> </tr> <tr> <td>2 Application Preparation</td> <td align="right">\$ 10,000.00</td> <td align="right">\$ 10,000.00</td> <td></td> <td></td> </tr> <tr> <td>3 Architect/Engineering Expense</td> <td align="right">\$ 87,500.00</td> <td align="right">\$ 52,022.80</td> <td></td> <td align="right">\$ 35,477.20</td> </tr> <tr> <td>4 Pre-Development Contingencies</td> <td align="right">\$ 88,987.00</td> <td></td> <td></td> <td align="right">\$ 88,987.00</td> </tr> <tr> <td>5 Fire Protection</td> <td align="right">\$ 1,050,332.00</td> <td></td> <td></td> <td align="right">\$ 1,050,332.00</td> </tr> <tr> <td><b>Total Expense</b></td> <td align="right">\$ 1,301,819.00</td> <td align="right">\$ 85,231.13</td> <td align="right">\$ 1,708.33</td> <td align="right">\$ 1,214,679.54</td> </tr> </tbody> </table>	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	1 Administration	\$ 66,000.00	\$ 23,208.33	\$ 1,708.33	\$ 40,093.34	2 Application Preparation	\$ 10,000.00	\$ 10,000.00			3 Architect/Engineering Expense	\$ 87,500.00	\$ 52,022.80		\$ 35,477.20	4 Pre-Development Contingencies	\$ 88,987.00			\$ 88,987.00	5 Fire Protection	\$ 1,050,332.00			\$ 1,050,332.00	<b>Total Expense</b>	\$ 1,301,819.00	\$ 85,231.13	\$ 1,708.33	\$ 1,214,679.54	<b>Approval for Payment</b> Signature _____ Date _____ Activity Numbers _____	
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance																																	
1 Administration	\$ 66,000.00	\$ 23,208.33	\$ 1,708.33	\$ 40,093.34																																	
2 Application Preparation	\$ 10,000.00	\$ 10,000.00																																			
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4 Pre-Development Contingencies	\$ 88,987.00			\$ 88,987.00																																	
5 Fire Protection	\$ 1,050,332.00			\$ 1,050,332.00																																	
<b>Total Expense</b>	\$ 1,301,819.00	\$ 85,231.13	\$ 1,708.33	\$ 1,214,679.54																																	
<p>I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.</p> <p>I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.</p>																																					
 Signature of Authorized Official	Date Signed _____ Prepared By Christy Ploker, CPA 228-374-0300 Preparer's Telephone No.	Date Prepared 12/31/2008																																			
William Stellas, Jr., Mayor Typed Name and Title of Authorized Official																																					

# Minutes of January 6, 2009 Mayor and Board of Aldermen

## Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant: City of Long Beach Request No: 8 Grant Number: R-103-06  
 Period Cost - Beginning: December 1, 2008 Ending Date: December 31, 2008 Contract Number: R-109-235-04-KCR

1. Activity:	Administration Expense	Invoice #	Invoice Amount	Match Share	Federal Share
A.	Administration Expense	5684	\$1,708.33		\$1,708.33
B.					
C.					
D.					
<b>Subtotal:</b>					<b>\$1,708.33</b>
<hr/>					
2. Activity:	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
<b>Subtotal:</b>					<b>\$ -</b>
<hr/>					
3. Activity:	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					
B.					
C.					
D.					
<b>Subtotal:</b>					<b>\$ -</b>

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

Applicant City of Long Beach Request No: 8 Grant Number: R-103-06 Page 2 of 2  
 Cash Summary Support Sheet Contract Number: R-109-235-04-KCR

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

Cumulative Match Expended To Date: \$ 1,708.33 GRAND TOTAL: \$ 1,708.33 \$ - \$ 1,708.33  
 Cumulative Federal Expended To Date: \$ \$86,939.46

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

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

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

  
 Signature of Authorized Official

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**Mississippi Development Authority Consolidated Support Sheet**

Applicant: City of Long Beach Contract Number: R-109-235-04-KCR  
 Request for Cash Number: 8 Total Amount Requested: \$ 1,708.33

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 65,000.00	\$ 23,208.33	\$ 1,708.33	\$ 40,083.34
Engineering				
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
Architect/Engineering Expense	\$ 87,500.00	\$ 52,022.80	\$ -	\$ 35,477.20
Pre-Development Contingencies	\$ 88,987.00	\$ -	\$ -	\$ 88,987.00
Fire Protection	\$ 1,050,332.00	\$ -	\$ -	\$ 1,050,332.00
<b>Total Budget</b>	<b>\$ 1,301,819.00</b>	<b>\$ 85,231.13</b>	<b>\$ 1,708.33</b>	<b>\$ 1,214,879.54</b>

Total Funds Request to Date: \$ 86,939.46  
 Amount of Other Funds Expended to Date:  
 CDBG Project Balance \$ 1,214,879.54  
 Period of Projected Cash Needs - Beginning: December 1, 2008 Thru December 31, 2008

TODAY'S DATE	BUDGET \$	BUDGET \$
CONTRACT BEGIN DATE (FROM CONTRACT)	12/31/2008	1,301,819.00
CONTRACT END DATE (FROM CONTRACT)	1/2/2008	86,939.46
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR '0')	1/2/2010	6.68%
FINAL CONTRACT COMPLETION DATE	1/2/2010	93.32%
CONTRACT DURATION (MONTHS)	36.00	Enter number from Cash
% OF CONTRACT PERIOD ELAPSED	33.24%	Enter number from Cash
% OF CONTRACT PERIOD REMAINING	66.76%	0.00%

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**STATEMENT FOR SERVICES RENDERED**

**CITY OF LONG BEACH**

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT**

**COMMUNITY REVITALIZATION PROJECT**

**PROJECT NO. R-109-235-04-KCR**

**FIRE STATION**

**December 31, 2008**

**INVOICE #5684**

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Monthly Administrative Services Rendered Pertaining Project #R-109-235-04-KCR.

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

**TOTAL DUE**

**\$ 1,708.33**

  
Jimmy Gouras *OT*

**JIMMY G. GOURAS**

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: [jggouras@bellsouth.net](mailto:jggouras@bellsouth.net)

# Minutes of January 6, 2009 Mayor and Board of Aldermen

\*\*\*\*\*

Alderman McNary made motion seconded by Alderman Anderson and unanimously carried to approve the CDBG Market Position Analysis Project #R-103-235-03-KP Planning Contract by and between the City of Long Beach, Mississippi, and Slaughter and Associates, PLLC, authorizing the Mayor to execute same, as follows:

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between The City of Long Beach, Mississippi (hereinafter referred to as "Grantee"), and Slaughter and Associates, PLLC/Urban Planning Consultants (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

### WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Round 1 Planning Grant funds from the Mississippi Development Authority for Project # R-103-235-03-KP for the preparation of a Market Position Analysis; and

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

WHEREAS, the pre-Katrina Market Position Analysis need to be prepared to properly guide the community's rebuilding and recovery; and

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

WHEREAS, the firm of Slaughter and Associates, PLLC/Urban Planning Consultants was selected by the Grantee to provide professional planning consultant services for the preparation of a Market Position Analysis.

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

1. Employment of Contracted Party. The Grantee hereby agrees to employ the Contracted Party, and the Contracted Party hereby agrees to perform services set forth hereinafter in connection with the Katrina Supplemental CDBG Planning Grant, which will be financed by grant funds under a Planning Grant from the Mississippi Development Authority (MDA).
2. Scope of Services. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
3. Disposition of Work. All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services, set forth as Exhibit "A", shall be the property of the Grantee.
4. Period of Performance. The services provided under this Agreement by the Contracted Party shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Contracted Party can, however, be reviewed annually and modified as is mutually agreeable to the two parties.
5. Termination for Convenience of Contracted Party. The Contracted Party may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof. Such written notice shall be furnished the Grantee at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the Grantee. In the event of termination for convenience by Contracted Party, all payments, after the date of termination, shall be forfeited to the Grantee, and any obligation by the Local Government to the Consultant shall be terminated.
6. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of Sixty thousand dollars (\$60,000.00). The Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".
7. Special Provisions and Regulations – U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to

**Minutes of January 6, 2009**  
**Mayor and Board of Aldermen**

comply with all special provisions and regulations required by HUD as set out in "Exhibit C". The term "Applicant" in this exhibit is synonymous with the term "Grantee".

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

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

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

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

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

Slaughter and Associates, PLLC

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

The City of Long Beach, Mississippi

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

# Minutes of January 6, 2009

## Mayor and Board of Aldermen

### EXHIBIT "A"

#### GULF PARK CAMPUS AND DISTRICT MARKET ANALYSIS SCOPE OF WORK

##### Market Analysis

The City of Long Beach expects to receive Katrina Supplemental CDBG Planning Grant funds to prepare a planning document to measure the economic feasibility and benefit from redeveloping the Gulf Park Campus of the University of Southern Mississippi into a mixed-use Village Conference Center and Film Arts Institute. The Gulf Park Campus is central to Long Beach planning for a district that also includes the downtown area and the harbor area. The Market Analysis would include the whole area.

##### Housing Market Analysis

The Market Analysis should produce data that would identify the depth and breadth of the potential market for rental and ownership housing on the Gulf Park Campus and in the district that includes the campus, the downtown area, and the harbor. The Market Analysis should establish the following for rental and ownership housing:

- Draw areas;
- Housing propensities of draw area households;
- Size and characteristics of the potential housing market;
- Optimum residential mix from the perspective of the market, including for each housing type;
- Tenure (rental or for sale);
- Building type;
- Density and/or lot sizes;
- Unit size ranges;
- Market-entry base rent/price ranges; and
- Absorption forecasts.

##### Non-Residential Market and Economic Analysis

This retail and commercial analysis would include the Gulf Park Campus, the downtown area, and the harbor. The analysis should include:

- Overview of current economic conditions in local and regional markets;
- Market feasibility study for new conference center space;
- Determination of the optimum conference center size and location (if not on Gulf Park Campus) and format based on market feasibility;
- Current and projected annual space demands;
- Identification of target users by industry (including recommendations);
- Annual projected operating costs and revenues of the conference facility;
- New retail and commercial space demand at the old campus site;
- Sources of space demand by user type (draw areas and target markets);
- New space demand by building type;
- Annual commercial/retail space needs;
- Projected lease rates and occupancy levels;
- Recommendations of tenant types and sources; and
- Anecdotal information gathered from potential users of conference center and commercial/retail spaces.

Economic impact of the new conference center, retail, and commercial operations on the local and regional economies, to include both direct and indirect impacts of the new operations on increased job growth, consumer and business spending, and business taxes. The total economic contribution of the project across various industries is determined as part of this analysis.

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**EXHIBIT "B"**

**Payment Schedule  
District Market Analysis  
City of Long Beach 2008**

The lump sum maximum upset cost for the following elements of planning work is listed below:

Housing Market Analysis.....	\$25,000
<ul style="list-style-type: none"><li>• Draw areas;</li><li>• Housing propensities of draw area households;</li><li>• Size and characteristics of the potential housing market;</li><li>• Optimum residential mix from the perspective of the market, including for each housing type;</li><li>• Tenure (rental or for sale);</li><li>• Building type;</li><li>• Density and/or lot sizes;</li><li>• Unit size ranges;</li><li>• Market-entry base rent/price ranges; and</li><li>• Absorption forecasts.</li></ul>	
Non-Residential Market and Economic Analysis.....	\$35,000
<ul style="list-style-type: none"><li>• Overview of current economic conditions in local and regional markets;</li><li>• Market feasibility study for new conference center space;</li><li>• Determination of the optimum conference center size and location (if not on Gulf Park Campus) and format based on market feasibility;</li><li>• Current and projected annual space demands;</li><li>• Identification of target users by industry (including recommendations);</li><li>• Annual projected operating costs and revenues of the conference facility;</li><li>• New retail and commercial space demand at the old campus site;</li><li>• Sources of space demand by user type (draw areas and target markets);</li><li>• New space demand by building type;</li><li>• Annual commercial/retail space needs;</li><li>• Projected lease rates and occupancy levels;</li><li>• Recommendations of tenant types and sources; and</li><li>• Anecdotal information gathered from potential users of conference center and commercial/retail spaces.</li></ul>	

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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 purposes of making audits, examinations, excerpts, and transcriptions.

2. **Termination of Contract For Clause**

If, through any cause, this 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 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 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.

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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 of 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. These 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 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.

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 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, 1994 (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.

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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.

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 or 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 grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

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15. **Section 3 Clause**

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

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

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

17. **Compliance with Local Laws**

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

18. **Subcontracting**

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

19. **Assignability**

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

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

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

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain 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 such description or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

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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 (5U.S.C. 1501 et seq.), which limits the political activity of employees.

**24. Davis-Beacon 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 or construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Beacon 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 Acts 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 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

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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 Historical Preservation Act of 1966 (16 USE 469a-I *et seq.*) by a (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 600.80) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

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 as 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.

34. **Excessive Force**

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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 NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

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

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

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

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### EXHIBIT "D"

#### CERTIFICATIONS/ASSURANCES

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

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

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

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## Mayor and Board of Aldermen

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Alderman Holder made motion seconded by Alderman Anderson and unanimously carried to approve the CDBG Market Position Analysis Project #R-103-235-03-KP Administrative Contract by and between the City of Long Beach, Mississippi, and Jimmy G. Gouras Urban Planning Consultants, authorizing the Mayor to execute same, as follows:

### AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the City of Long Beach, Mississippi (hereinafter referred to as "Grantee"), and Jimmy G. Gouras, Urban Planning Consultants, Inc., (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

#### WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Round I Planning Grant funds from the Mississippi Development Authority for Project #R-103-235-03-KP for the preparation of a Comprehensive Plan, preparation of a Market Position Analysis; and

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

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

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

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

1. Employment of Contracted Party. The Grantee hereby agrees to employ the Contracted Party, and the Contracted Party hereby agrees to perform services set forth hereinafter in connection with the Katrina Supplemental CDBG Planning Grant, which will be financed by grant funds under a Planning Grant from the Mississippi Development Authority (MDA).
2. Scope of Services. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
3. Disposition of Work. All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services, set forth as Exhibit "A", shall be the property of the Grantee.
4. Period of Performance. The services provided under this Agreement by the Contracted Party shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Contracted Party can, however, be reviewed annually and modified as is mutually agreeable to the two parties.
5. Termination for Convenience of Contracted Party. The Contracted Party may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof. Such written notice shall be furnished the Grantee at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the Grantee. In the event of termination for convenience by Contracted Party, all payments, after the date of termination, shall be forfeited to the Grantee, and any obligation by the Local Government to the Consultant shall be terminated.
6. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of Twelve Thousand Five Hundred dollars (\$12,500.00). The Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".

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

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

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

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

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

Jimmy G. Gouras Urban  
Planning Consultants, Inc.

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

ATTEST:

\_\_\_\_\_

The City of Long Beach, Mississippi

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

ATTEST:

\_\_\_\_\_

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## Mayor and Board of Aldermen

### EXHIBIT "A" SCOPE OF SERVICES

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

- A. **Application Preparation**
- B. **General Services**
  - 1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
    - a. Citizen Participation
    - b. Environmental
    - c. Procurement
    - d. Financial Management
    - e. Other Resources
    - f. Equal Opportunity
    - g. General Correspondence
- C. **The Contracted Party shall be responsible for:**
  - 1. Overall coordination of project activities;
  - 2. Attending State monitoring visits, meetings, etc;
  - 3. Establishing and maintaining financial records;
  - 4. Preparing the necessary documentation to request funds from the State; and
  - 5. Providing all other services considered normal administrative services within the course of this Agreement.
- D. **Close-Out Project**

The contracted party shall prepare close-out documents required by the State.

The Contracted Party shall be available at all times to assist the Grantee in performing such work in a satisfactory and proper manner as the Grantee deems necessary under this program. Specific job tasks that we, as the Contracted Party, shall perform shall not be limited to the above, but would conform to the specific needs of the Grantee.

# Minutes of January 6, 2009

## Mayor and Board of Aldermen

### EXHIBIT "C"

#### SPECIAL PROVISIONS AND REGULATIONS

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

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

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

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

2. **Termination of Contract For Cause**

If, through any cause, this 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 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 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.

# Minutes of January 6, 2009

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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 of 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. These 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 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.

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 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, 1994 (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.

# Minutes of January 6, 2009

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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.

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 or 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 grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

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15. **Section 3 Clause**

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

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

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

17. **Compliance with Local Laws**

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

18. **Subcontracting**

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

19. **Assignability**

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

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

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

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

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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 (5U.S.C. 1501 et seq.), which limits the political activity of employees.

24. **Davis-Beacon 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 or construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Beacon 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 Acts 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 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

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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 Historical Preservation Act of 1966 (16 USE 469a-I *et seq.*) by a (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 600.80) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

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 as 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.

34. **Excessive Force**

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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 engages 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 NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

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

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

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

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37. **Uniform Relocation**

It will comply 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 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.

41. **Use of Influence**

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

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

42. **Cost Overruns**

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

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## Mayor and Board of Aldermen

### EXHIBIT "D"

#### CERTIFICATIONS/ASSURANCES

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

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

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## Mayor and Board of Aldermen

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

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Mayor and Board of Aldermen**

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There came on for consideration amendment number 1, CDBG Architectural Contract, City Hall Construction and Alderman Lishen made motion seconded by Alderman Holder and unanimously carried to take action as follows:

**RESOLUTION AUTHORIZING AN AMENDMENT TO AN ARCHITECTURAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES IN CONNECTION WITH KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM: AND FOR RELATED PURPOSES**

WHEREAS, on the 16<sup>th</sup> day of April 2008, City of Long Beach, Harrison County, Mississippi made and entered into an agreement for CDBG Architectural and management services in connection with Katrina Supplemental DCBG Project No. R-109-235-02-KCR, Long Beach City Hall; and

WHEREAS, said agreement authorized JBHM Architects, P.A. undertake and provide Pre-Development Services as defined in the said agreement; and

WHEREAS, said services being services required prior to environmental clearance and prior to issuance of a Release of Funds from the Mississippi Development Authority; and

WHEREAS, by virtue of the fact that environmental clearance and a Release of Funds have been issued by the Mississippi Development Authority, it is necessary and appropriate that the agreement be amended to expand the scope of work to allow for Full Architectural Services to be provided and to allow the County to provide for payment for the said Full Architectural Services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor of the City of Long Beach in Harrison County that:

SECTION ONE: The CDBG Architectural services agreement made and entered into by and between JBHM and the City of Long Beach, be and is hereby amended to expand the Scope of Work to include Full Architectural Services and to increase the compensation in accord with the amended Scope of Work, Schedule and Method of Payment.

SECTION TWO: The Mayor of the City of Long Beach is authorized to execute an amendment to the contract between the City of Long Beach and JBHM Architects, P.A. substantially in the format attached hereto and marked Exhibit "C".

RESOLVED, this the 2nd day of Jan 2009.

ATTEST

LONG BEACH, MISSISSIPPI

  
Rebecca Schruoff, City Clerk

  
William Skellie Jr., Mayor  
City of Long Beach

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**EXHIBIT "C"  
AMENDMENT NO. 1**

**AGREEMENT BETWEEN CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI  
AND JBHM ARCHITECTS, P.A. FOR ARCHITECTURAL SERVICES**

An Agreement was executed on April 16, 2008, by and between the City of Long Beach, Harrison County, Mississippi and JBHM Architects, P.A., for professional services in connection with project number R-109-235-02-KCR, Long Beach City Hall, funded with Katrina Supplemental CDBG funds.

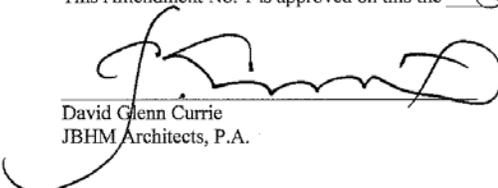
This Amendment shall revise the scope of work to provide for Full Architectural Services to be rendered as set forth in the Revised Scope of Work attached hereto as Exhibit "C", and made a part hereof.

The compensation due to JBHM Architects, P.A. shall be revised to allow for payment of Full Architectural Services set forth in Article 1.5 of the agreement.

Billing for the construction phase shall be monthly and will represent fractionally each month of the construction period. The construction duration is assumed at this date (pre bid) to encompass twelve to fourteen months.

That Article of the Contract is amended to reflect a total compensation of \$318,171.00.

This Amendment No. 1 is approved on this the 2nd day of Jan 2009.

  
\_\_\_\_\_  
David Glenn Currie  
JBHM Architects, P.A.

  
\_\_\_\_\_  
William Skellie Jr, Mayor  
City of Long Beach

  
\_\_\_\_\_  
Rebecca Schuff, City Clerk

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

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There came on for consideration amendment number 1, CDBG Architectural Contract, Fire Station Construction and Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to take action as follows:

**RESOLUTION AUTHORIZING AN AMENDMENT TO AN ARCHITECTURAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES IN CONNECTION WITH KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM: AND FOR RELATED PURPOSES**

WHEREAS, on the 16<sup>th</sup> day of April 2008, City of Long Beach, Harrison County, Mississippi made and entered into an agreement for CDBG Architectural and management services in connection with Katrina Supplemental DCBG Project No. R-109-235-04-KCR Long Beach Fire Station; and

WHEREAS, said agreement authorized JBHM Architects, P.A. undertake and provide Pre-Development Services as defined in the said agreement; and

WHEREAS, said services being services required prior to environmental clearance and prior to issuance of a Release of Funds from the Mississippi Development Authority; and

WHEREAS, by virtue of the fact that environmental clearance and a Release of Funds have been issued by the Mississippi Development Authority, it is necessary and appropriate that the agreement be amended to expand the scope of work to allow for Full Architectural Services to be provided and to allow the County to provide for payment for the said Full Architectural Services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor of the City of Long Beach in Harrison County that:

SECTION ONE: The CDBG Architectural services agreement made and entered into by and between JBHM and the City of Long Beach, be and is hereby amended to expand the Scope of Work to include Full Architectural Services and to increase the compensation in accord with the amended Scope of Work, Schedule and Method of Payment.

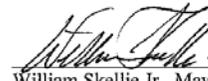
SECTION TWO: The Mayor of the City of Long Beach is authorized to execute an amendment to the contract between the City of Long Beach and JBHM Architects, P.A. substantially in the format attached hereto and marked Exhibit "C".

RESOLVED, this the 1<sup>st</sup> day of Jan 2009.

ATTEST

LONG BEACH, MISSISSIPPI

  
Rebecca Schruff, City Clerk

  
William Skellie Jr., Mayor  
City of Long Beach

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**EXHIBIT "C"  
AMENDMENT NO. 1**

**AGREEMENT BETWEEN CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI  
AND JBHM ARCHITECTS, P.A. FOR ARCHITECTURAL SERVICES**

An Agreement was executed on April 16, 2008, by and between the City of Long Beach, Harrison County, Mississippi and JBHM Architects, P.A., for professional services in connection with project number R-109-235-04-KCR, Long Beach Fire Station, funded with Katrina Supplemental CDBG funds.

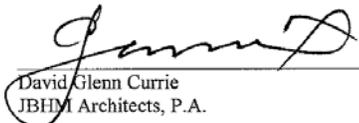
This Amendment shall revise the scope of work to provide for Full Architectural Services to be rendered as set forth in the Revised Scope of Work attached hereto as Exhibit "C", and made a part hereof.

The compensation due to JBHM Architects, P.A. shall be revised to allow for payment of Full Architectural Services set forth in Article 1.5 of the agreement.

Billing for the Construction Phase shall be monthly and will represent fractionally, each month of the construction period. The construction duration is assumed at this date (pre bid) to encompass eight to twelve months.

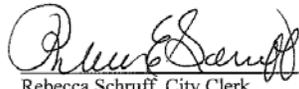
That Article of the Contract is amended to reflect a total compensation of \$73,300.00.

This Amendment No. 1 is approved on this the 2nd day of Jan 2009.

  
\_\_\_\_\_  
David Glenn Currie  
JBHM Architects, P.A.

  
\_\_\_\_\_  
William Skellie Jr., Mayor  
City of Long Beach

  
\_\_\_\_\_

  
\_\_\_\_\_  
Rebecca Schruff, City Clerk

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

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Alderman McNary made motion seconded by Alderman Holder and unanimously carried to approve Task Order Number 8, Preparation of HMGP Application for Drainage Projects, authorizing the Mayor to execute same, as follows:

DEC. 18. 2008 3:44PM

CITY OF LONG BEACH

NO. 868 P. 2

**TASK ORDER TO MASTER SERVICES AGREEMENT  
Between  
CITY OF LONG BEACH, MISSISSIPPI  
And  
AMEC EARTH & ENVIRONMENTAL, INC.**

**Task Order No. 8 -- Preparation of  
Hazard Mitigation Grant Program (HMGP)  
Application for Drainage Projects**

Pursuant to the Agreement between *City of Long Beach, Mississippi* [CITY] and *AMEC Earth & Environmental, Inc.* [AMEC], dated April 21, 2006, CITY hereby authorizes AMEC to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Project Name: Preparation of HMGP Application for Drainage Projects.
2. Scope of Work: The Contractor shall perform services as described in Attachment 1.
3. Schedule: The Contractor shall complete all work by December 31, 2009 in accordance with the schedule described in Attachment 1.
4. Compensation: AMEC's total payment authorized under this amended Task Order is based on an estimated time and materials cost of \$29,100.
5. Payment Schedule: Payment will be made within 30 days of receipt of AMEC's invoice.
6. Invoices: For this Task Order there will be monthly invoices based upon time and materials costs incurred during the billing period.

ISSUED & AUTHORIZED BY:  
CITY OF LONG BEACH, MISSISSIPPI

By: \_\_\_\_\_  
Name: William H. Miller  
Title: Mayor  
Date: 12/18/08

ACCEPTED & AGREED TO BY:  
AMEC EARTH & ENVIRONMENTAL

By: Michael Anderson  
Name: Michael Anderson  
Title: Business Unit Manager  
Date: 12/19/08

# Minutes of January 6, 2009 Mayor and Board of Aldermen

DEC. 18. 2008 3:44PM

CITY OF LONG BEACH

NO. 868 P. 3

## Attachment 1

### Task Order No. 8

#### Objective

The objective of this Task Order is to prepare and submit one Hazard Mitigation Grant Program (HMGP) application for the following four drainage areas: 1) Roddy Circle/Daugherty Park area, 2) Mt. Bass area, 3) Hickory Drive area, and 4) Gladys-Joyce area.

#### Scope

AMBC shall prepare and submit one HMGP application for the four drainage areas listed above. The tasks associated with the project grant application include:

##### Task 1. Completing the MEMA/HMGP Application

AMBC will identify, collect and assemble the following information for completion of required applications:

- Applicant information
- History of hazards and damage in the project area
  - Data readily available from NCDC and archived in individual data files will be utilized.
- Project description and protection provided
- Population affected
- Project useful life
- Project area(s) flood maps
- Effectiveness - study and map
  - Layout from City Master Drainage plan required; additional hydrologic and hydraulic studies will not be performed for the applications
- Estimated project cost and funding sources
- Description of project benefits
- Alternative One - no action
- Alternative Two - project location
- Alternative Two - estimated project cost and funding sources
- Alternative Two - environmental impacts
- Proposed project - environmental documentation
- Proposed project - environmental justice
- Project work schedule
- Required permits
- Proposed project - summary of estimated total costs
- Letter of Map Revision (LOMR)
  - Note, submission of LOMR or CLOMR may be required. Preparation of LOMR or CLOMR is not included in application
- Maintenance Agreements

The City is responsible for coordinating with their engineers to obtain all engineering and cost data for each proposed drainage area as required to support the above application. Other tasks to be provided by the City to support the application effort include those detailed below in the cost estimate section of this Task Order.

# Minutes of January 6, 2009 Mayor and Board of Aldermen

DEC. 18. 2008 3:45PM CITY OF LONG BEACH

RD. 858 P. 4

#### **Task 2. Final Project Grant Application Submittal**

The HMGP project grant application will be prepared with the data collected in the tasks listed above and submitted to MEMA upon completion and in accordance with the schedule detailed below.

The City of Long Beach is responsible for reviewing the project grant application and providing the appropriate signatures.

#### **Task 3. Final Project Grant MEMA/FEMA Requests for Information**

AMEC's effort under this task includes responding to requests for information and furnishing additional information as required by MEMA and FEMA during the review process and prior to FEMA funding the identified project(s).

#### **Schedule**

The grant application will be completed and submitted to MEMA/FEMA no later than December 31, 2008. Responses to review requests for information on projects included in submitted application will be done as required throughout the review process.

All Task Order management, application preparation and submittal, response to review requests for information, and associated administrative activities will be completed during the approved period of performance of this Task Order ending December 31, 2009.

#### **Cost**

The estimated cost for this Task Order includes management, application preparation and submittal, response to review requests for information, and associated administrative activities on a time and materials basis as set forth in the following table:

Task Order No.	
Dredging Projects	
Labor	\$27,800.00
Expense	\$1,500.00
<b>TOTAL TASK ORDER FEE</b>	<b>\$29,300.00</b>

#### **Items not included under this Task Order:**

AMEC will not be responsible for other professional services required for this project. Funding for other necessary professional services will be included in the project budget and it will be the responsibility of the City, with assistance from AMEC, to procure other professional services in compliance with applicable State and Federal regulations. Services not provided include the following:

- Land Services
- Accounting Services
- Cost Estimating
- Construction
- Engineering and Surveying
- Inspections that are the responsibility of the local Building Official or project engineer

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

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Alderman Anderson made motion seconded by Alderman Holder and unanimously carried to approve payment number 009, Flagstar Construction Company, Inc., Senior Citizen and Recreation Facility, as follows:



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2006 ASPEN COVE • BRANDON, MS • 39042      (601) 824-4646      FAX: (601) 824-3929  
flagstar@bellsouth.net      www.flagstarconstruction.com

December 30, 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 November 26, 2008 through December 30, 2008 as follows:

- 11/28/08 – Rain
- 11/29/08 – Rain
- 12/04/08 – Rain
- 12/09/08 – Rain ½ Day
- 12/10/08 – Rain
- 12/11/08 – Rain
- 12/16/08 – Rain
- 12/24/08 – Rain
- 12/26/08 – Rain ½ Day

Please review and place in line for payment.

Sincerely,

A handwritten signature in black ink, appearing to read "Rita K. Alexander", is written over a horizontal line. Below the signature, the name "Rita K. Alexander" and the title "Project Coordinator" are printed.

Rita K. Alexander  
Project Coordinator

/rka

enclosures

Gulfport Office:  
14116 CUSTOMS BLVD, STE 106 • GULFPORT, MS • 39503      (228) 822-4720      FAX: (228) 822-4788

# Minutes of January 6, 2009 Mayor and Board of Aldermen

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		OMB APPROVAL NO. 0348-0002	PAGE 1 OF 1 PAGES	
(See instructions on back)		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.  009	
6. EMPLOYER IDENTIFICATION NUMBER 64-0881822	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	PERIOD COVERED BY THIS REQUEST		
		FROM (Month, day, year) 11/26/2008	TO (Month, day, year) 12/29/2008	
8. RECIPIENT ORGANIZATION Name: Flagstar Construction Company Inc. No. and Street: 2006 Aspen Cove City, State and ZIP Code: Brandon, MS 39042		9. PAYEE (Always check to be sure it differs from item 8) Name: No. and Street: City, State and ZIP Code:		
STATUS OF FUNDS				
CLASSIFICATION	PROGRAMS (a)	FUNCTIONS (b)	ACTIVITIES (c)	TOTAL
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	1,985,998.00			1,985,998.00
l. Equipment				0.00
m. Miscellaneous cost				0.00
n. Total cumulative to date (sum of lines a thru m)	2,127,329.00	0.00	0.00	2,127,329.00
o. Deductions for program income				0.00
p. Net cumulative to date (line n minus line o)	2,127,329.00	0.00	0.00	2,127,329.00
q. Federal share to date	2,127,329.00			2,127,329.00
r. Rehabilitation grants (100% reimbursement)				0.00
s. Total Federal share (sum of lines q and r)	2,127,329.00	0.00	0.00	2,127,329.00
t. Federal payments previously requested	2,041,591.00			2,041,591.00
u. Amount requested for reimbursement	\$ 85,738.00			\$ 85,738.00
v. Percentage of physical completion of project	61 %			61 %
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.		SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  <i>Steve Rowell</i>		DATE REPORT SUBMITTED December 29, 2008
		TYPED OR PRINTED NAME AND TITLE Steve Rowell - President		TELEPHONE (Area code, number, and extension) 601-824-4846
		SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE SIGNED
		TYPED OR PRINTED NAME AND TITLE		TELEPHONE (Area code, number, and extension)

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION USABLE  
271-103

STANDARD FORM 271 (Rev. 7-87)  
Prescribed by OMB Circular A-102 and A-110

Minutes of January 6, 2009  
Mayor and Board of Aldermen



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  
Daugherty Rd  
Long Beach, MS 39560

**APPLICATION NO:** 009  
**PERIOD TO:** December 29, 2008

**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** February 15, 2008

**PROJECT NOS:** 8273 / 1367 / 8273

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

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

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

**VIA ARCHITECT:**

**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 ..... \$ 556,280.00
  3. CONTRACT SUM TO DATE (Line J ± 2) ..... \$ 3,462,366.00
  4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 2,127,329.00
  5. RETAINAGE:
    - a. 5% of Completed Work (Column D + E on G703) ..... \$ 106,366.45
    - b. 5% of Stored Material (Column F on G703) ..... \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 106,366.45

6. TOTAL EARNED LESS RETAINAGE ..... \$ 2,020,962.55  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 1,939,511.45  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 81,451.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$ 1,441,403.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 558,515.00	\$ 2,335.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 558,515.00</b>	<b>\$ 2,335.00</b>
NET CHANGES by Change Order	\$	\$ 556,280.00

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  
Subscribed and sworn to before me this 29th day of Dec 2008  
Date: December 29, 2008

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site 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 ..... \$ 81,451.10  
(Amount explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

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 right of the Owner or Contractor under this Contract.

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Minutes of January 6, 2009  
Mayor and Board of Aldermen



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, APPLICATION NO: 009  
 containing Contractor's signed certification is attached. APPLICATION DATE: 12/29/2008  
 In tabulations below, amounts are stated to the nearest dollar. PERIOD TO: 12/29/2008  
 Use Column I on Contracts where variable retainage for line items may apply. 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
2	Sales Tax	101,713.00	65,336.00	2,101.00	0.00	0.00	67,437.00	66.30 %	34,276.00
3	Mobilization	4,650.00	4,650.00	0.00	0.00	0.00	4,650.00	100.00 %	0.00
4	ALLOWANCE: Testing	5,000.00	2,906.00	0.00	0.00	0.00	2,906.00	58.12 %	2,094.00
5	General Conditions	59,572.00	40,509.00	0.00	0.00	0.00	40,509.00	68.00 %	19,063.00
6	Supervision	94,044.00	63,950.00	0.00	0.00	0.00	63,950.00	68.00 %	30,094.00
7	Final Cleaning	3,770.00	0.00	0.00	0.00	0.00	0.00	0.00 %	3,770.00
8	Layout	6,464.00	6,464.00	0.00	0.00	0.00	6,464.00	100.00 %	0.00
9	Equipment	9,197.00	7,358.00	0.00	0.00	0.00	7,358.00	80.00 %	1,839.00
10	Clear Site	25,912.00	25,912.00	0.00	0.00	0.00	25,912.00	100.00 %	0.00
11	Fill Dirt @ Building	57,348.00	57,348.00	0.00	0.00	0.00	57,348.00	100.00 %	0.00
12	Fill Dirt @ Paving	53,846.00	53,846.00	0.00	0.00	0.00	53,846.00	100.00 %	0.00
13	Storm Drainage	28,623.00	27,192.00	0.00	0.00	0.00	27,192.00	95.00 %	1,431.00
14	Erosion Control	9,468.00	9,468.00	0.00	0.00	0.00	9,468.00	100.00 %	0.00
15	Seeding	13,498.00	0.00	0.00	0.00	0.00	0.00	0.00 %	13,498.00
16	Sidewalks	20,689.00	0.00	0.00	0.00	0.00	0.00	0.00 %	20,689.00
17	Dumpster Pad	6,456.00	0.00	0.00	0.00	0.00	0.00	0.00 %	6,456.00
18	Grade Ditches/Site	16,995.00	16,995.00	0.00	0.00	0.00	16,995.00	100.00 %	0.00
19	Crushed Concrete	100,200.00	100,200.00	0.00	0.00	0.00	100,200.00	100.00 %	0.00
20	Concrete Form Labor	32,791.00	32,791.00	0.00	0.00	0.00	32,791.00	100.00 %	0.00
21	Concrete Form Material	17,764.00	17,764.00	0.00	0.00	0.00	17,764.00	100.00 %	0.00
22	Concrete Labor	28,217.00	28,217.00	0.00	0.00	0.00	28,217.00	100.00 %	0.00

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 User Notes: (724014087)

**Minutes of January 6, 2009  
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	0.00
24	Concrete Finishing	16,325.00	16,325.00	0.00	0.00	16,325.00	100.00 %	0.00	0.00
25	Termite Treatment	4,602.00	4,602.00	0.00	0.00	4,602.00	100.00 %	0.00	0.00
26	Rebar Labor	13,895.00	13,895.00	0.00	0.00	13,895.00	100.00 %	0.00	0.00
27	Rebar Material	26,854.00	26,854.00	0.00	0.00	26,854.00	100.00 %	0.00	0.00
28	Auger Cast Piling	142,291.00	142,291.00	0.00	0.00	142,291.00	100.00 %	0.00	0.00
29	Masonry Material	159,625.00	159,625.00	0.00	0.00	159,625.00	100.00 %	0.00	0.00
30	Masonry Labor	133,346.00	94,676.00	18,668.00	0.00	113,344.00	85.00 %	20,002.00	0.00
31	Masonry Rebar	10,928.00	10,928.00	0.00	0.00	10,928.00	100.00 %	0.00	0.00
32	Misc Steel Material	26,005.00	24,965.00	0.00	0.00	24,965.00	96.00 %	1,040.00	0.00
33	Misc Steel Labor	8,439.00	5,486.00	0.00	0.00	5,486.00	65.01 %	2,953.00	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	4,340.00	0.00	0.00	0.00	0.00	0.00 %	4,340.00	0.00
37	Hollow Metal Material	12,170.00	5,963.00	0.00	0.00	5,963.00	49.00 %	6,207.00	0.00
38	Hollow Metal Labor	2,534.00	507.00	0.00	0.00	507.00	20.01 %	2,027.00	0.00
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	Coiling 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	16,537.00	0.00	16,537.00	39.00 %	25,865.00	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	18,831.00	0.00	0.00	18,831.00	35.00 %	34,972.00	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 January 6, 2009  
Mayor and Board of Aldermen**

56	Metal Building Material	309,911.00	309,911.00	0.00	0.00	309,911.00	100.00 %	0.00	0.00
57	Metal Building Erection	111,618.00	62,506.00	0.00	0.00	62,506.00	56.00 %	49,112.00	0.00
58	Insulation	15,297.00	15,297.00	0.00	0.00	15,297.00	100.00 %	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	0.00
60	PLUMBING:	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	0.00
62	Site Sewer/Water	17,049.00	17,049.00	0.00	0.00	17,049.00	100.00 %	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
64	Copper Water Piping	19,672.00	0.00	0.00	0.00	0.00	0.00 %	19,672.00	0.00
65	Domestic Insulation	9,180.00	0.00	0.00	0.00	0.00	0.00 %	9,180.00	0.00
66	Plumbing Fixtures	40,874.00	0.00	0.00	0.00	0.00	0.00 %	40,874.00	0.00
67	Sewer/Water Taps	21,300.00	0.00	21,300.00	0.00	21,300.00	100.00 %	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
69	Road Repair	2,585.00	0.00	0.00	0.00	0.00	0.00 %	2,585.00	0.00
70	FIRE PROTECTION:	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
71	Shop Drawings/Submittals	3,825.00	3,825.00	0.00	0.00	3,825.00	100.00 %	0.00	0.00
72	Rough In Materials	28,634.00	28,634.00	0.00	0.00	28,634.00	100.00 %	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
74	Trim Material	1,093.00	0.00	0.00	0.00	0.00	0.00 %	1,093.00	0.00
75	Trim Labor	1,093.00	0.00	0.00	0.00	0.00	0.00 %	1,093.00	0.00
76	Equipment	765.00	0.00	0.00	0.00	0.00	0.00 %	765.00	0.00
77	HVAC:	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
78	HVAC Equipment	77,562.00	44,210.00	0.00	0.00	44,210.00	57.00 %	33,352.00	0.00
79	Grills and Fans	85,427.00	29,045.00	0.00	0.00	29,045.00	34.00 %	56,382.00	0.00
80	Ductwork	43,716.00	0.00	0.00	0.00	0.00	0.00 %	43,716.00	0.00
81	Copper Lines	6,557.00	0.00	0.00	0.00	0.00	0.00 %	6,557.00	0.00
82	Test and Balance	10,929.00	0.00	0.00	0.00	0.00	0.00 %	10,929.00	0.00
83	Controls	10,929.00	0.00	0.00	0.00	0.00	0.00 %	10,929.00	0.00
84	ELECTRICAL:	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
85	Electrical Fixtures Material	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %	0.00	0.00
86	Fixture Installation	6,557.00	0.00	0.00	0.00	0.00	0.00 %	6,557.00	0.00
87	Fixture/Receptacle Rough In	26,219.00	15,731.00	3,933.00	0.00	19,664.00	75.00 %	6,555.00	0.00
88	Final Trim Out	3,278.00	0.00	0.00	0.00	0.00	0.00 %	3,278.00	0.00

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**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

89	Kitchen Equip/W/ner Heater	13,115.00	2,623.00	0.00	0.00	2,623.00	20.00 %	10,492.00	0.00
90	Tele/Data Rough In	1,093.00	656.00	164.00	0.00	820.00	75.02 %	273.00	0.00
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	4,918.00	0.00	0.00	4,918.00	30.00 %	11,475.00	0.00
93	Fire Alarm Material	7,760.00	7,760.00	0.00	0.00	7,760.00	100.00 %	0.00	0.00
94	Fire Alarm Labor	2,076.00	1,038.00	0.00	0.00	1,038.00	50.00 %	1,038.00	0.00
95	Service/Feeders	21,858.00	18,361.00	0.00	0.00	18,361.00	84.00 %	3,497.00	0.00
96	Mobilization/Temp Service	6,557.00	6,557.00	0.00	0.00	6,557.00	100.00 %	0.00	0.00
	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	0.00
	CHANGE ORDER NO 002	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
98	Delete Manhole	-2,235.00	0.00	-2,235.00	0.00	-2,235.00	100.00 %	0.00	0.00
	CHANGE ORDER NO 003	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
99	Contract Bond	6,039.00	6,039.00	0.00	0.00	6,039.00	100.00 %	0.00	0.00
100	Sales Tax	17,650.00	4,573.00	880.00	0.00	5,453.00	30.90 %	12,197.00	0.00
101	Insurance	8,463.00	8,463.00	0.00	0.00	8,463.00	100.00 %	0.00	0.00
102	General Conditions	9,632.00	0.00	0.00	0.00	0.00	0.00 %	9,632.00	0.00
103	Supervision	10,897.00	0.00	0.00	0.00	0.00	0.00 %	10,897.00	0.00
104	Final Cleaning	839.00	0.00	0.00	0.00	0.00	0.00 %	839.00	0.00
105	Anchoring, Fastening	3,715.00	0.00	0.00	0.00	0.00	0.00 %	3,715.00	0.00
106	Masonry	60,975.00	0.00	24,390.00	0.00	24,390.00	40.00 %	36,585.00	0.00
107	Rough Carpentry	2,790.00	0.00	0.00	0.00	0.00	0.00 %	2,790.00	0.00
108	Reinforcing	2,182.00	0.00	0.00	0.00	0.00	0.00 %	2,182.00	0.00
109	Structural Steel	2,182.00	0.00	0.00	0.00	0.00	0.00 %	2,182.00	0.00
110	Steel Erection	644.00	0.00	0.00	0.00	0.00	0.00 %	644.00	0.00
	ALLOWANCE: Stage and								
111	Walls	32,000.00	0.00	0.00	0.00	0.00	0.00 %	32,000.00	0.00
112	Hollow Metal Material	1,162.00	0.00	0.00	0.00	0.00	0.00 %	1,162.00	0.00
113	Hollow Metal Labor	258.00	0.00	0.00	0.00	0.00	0.00 %	258.00	0.00
114	Wood Door Material	704.00	0.00	0.00	0.00	0.00	0.00 %	704.00	0.00
115	Wood Door Labor	86.00	0.00	0.00	0.00	0.00	0.00 %	86.00	0.00
116	Finish Hardware Material	1,790.00	0.00	0.00	0.00	0.00	0.00 %	1,790.00	0.00
117	Finish Hardware Labor	716.00	0.00	0.00	0.00	0.00	0.00 %	716.00	0.00
118	Storefronts	35,781.00	0.00	0.00	0.00	0.00	0.00 %	35,781.00	0.00

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# Minutes of January 6, 2009 Mayor and Board of Aldermen

DESCRIPTION	March-08		April-08		May-08		June-08		July-08		August-08		September-08		October-08					
	1-5	6-15	16-23	23-31	1-5	6-13	13-19	20-26	27-30	1-3	4-10	11-17	18-23	23-31	1-4	5-11	12-18	19-25	26-31	
1 BUILDING LAYOUT																				
2 ALGAR CAST FILES																				
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 COILING DOORS																				
20 STOREFRONT / WINDOWS																				
21 METAL STUDS																				
22 SHEETROCK																				
23 LIA 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																				

**Job Title:** Long Beach Senior Center  
 Daugherty Road  
 Long Beach, MS  
**Contract No.:** 03/1708  
**Start Date:** 03/17/08  
**Completion Date:** 02/15/2009  
**Project Number:**

**FLAGSTAR CONSTRUCTION**  
 14116 Customs Blvd. Ste. 105  
 Gulfport, MS 38907

### Construction Schedule

**REVISED 02/15/2009**







# Minutes of January 6, 2009 Mayor and Board of Aldermen

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

**FLAGSTAR CONSTRUCTION**  
 14116 Custome Blvd, Ste. 105  
 Gulfport, MS 39507

**Job Title:** Long Beach Senior Center  
 Daugherty Road  
 Long Beach, MS  
**PAGE #5**

DESCRIPTION	November-08		December-08		January-09		February-09		March-09		April-09		May-09		June-09					
	1-3	4-19	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	
1 MASONRY																				
2 CARPENTRY																				
3 HOLLOW METAL FRAMES																				
4 HOLLOW METAL DOORS																				
5 WOOD DOORS																				
6 FINISH HARDWARE																				
7 STOREFRONT / WINDOWS																				
8 METAL STUDS																				
9 SHEETROCK																				
10 LA CEILING																				
11 PAINTING																				
12 BLOCK SEALER																				
13 VCT FLOORING																				
14 METAL BUILDING																				
15 METAL BUILDING ERECTION																				
16 FIRE PROTECTION ROUGH-IN																				
17 FIRE PROTECTION TRIM-OUT																				
18 HVAC EQUIPMENT																				
19 DUCTWORK																				
20 COPPER LINES																				
21 GRILLS/FANS																				
22 CONTROLS																				
23 TEST & BALANCE																				
24 ELECTRICAL ROUGH-IN																				
25 FIXTURE INSTALLATION																				
26 ELECTRICAL TRIM-OUT																				
27 PUNCH LIST																				
28																				
29																				
30																				
31																				
32																				
33																				
34																				

COMMUNITY ROOM BLDG  
 REVISED 03/15/09

**Minutes of January 6, 2009**  
**Mayor and Board of Aldermen**

\*\*\*\*\*

Due to a possible conflict of interest, Alderman Anderson was recused from the public meeting.

\*\*\*\*\*

The Mayor recognized DeWayne Gray, MEMA; Mims Carter, International Relief and Development U.S, (IRD); and Crystal Utley, Mississippi Center for Justice, for a presentation on Mississippi Cottages currently located in Long Beach and to answer questions and provide additional information regarding MEMA's intent to offer a permanent cottage program.

After considerable deliberation and debate, no official action was required or taken at this time.

\*\*\*\*\*

Alderman Anderson returned to the public meeting.

\*\*\*\*\*

Alderman Notter left the public meeting.

\*\*\*\*\*

The Mayor recognized Calvin Foster, Sawyer-Foster Insurance Group, to discuss the City's Insurance Program renewal, as follows:

Minutes of January 6, 2009  
Mayor and Board of Aldermen



**City of Long Beach**

**Insurance Program**

**Renewal**

**January 1, 2009 to December 31, 2009**

Presented by

***SawyerFoster***

14110 Airport Road, Suite 200  
Gulfport, MS 39503  
(228) 864-1550 • Fax (228) 868-3457

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**COMMENTS**

This renewal proposal provides renewal terms and conditions for the following coverages:

- General Liability
- Public Officials Liability
- Law Enforcement Liability
- Automobile Liability
- Automobile Physical Damage
- Property
- Equipment

Key Points:

- A decrease of \$28,100 on the premium of your liability package this year is a result of an excellent year of liability experience which resulted in the application of Experience Modifier which produced a credit on your premium.
- The Auto Physical Damage premium also had 25% rate decrease due to the improved "at fault" collision record of the City.
- The property insurance rate decreased 30% from last year.
- We appreciate this opportunity and look forward to serving the city in 2009.

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**Insurance & Risk Management Proposal**

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

Named Insured: City of Long Beach

Type of Coverage: Liability Package

Carrier: Mississippi Municipal Service Company (Not Rated)

Policy Term: 01-01-2009 to 12-31-2009

Type of Coverage: General Liability

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

Type of Coverage: Automobile Liability

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

Comments: ➤ Uninsured motorist rate is only item based on number of units – Present number of units is 136

Type of Coverage: Law Enforcement Liability

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

Type of Coverage: Public Officials

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

Comments: Employment Related Practices coverage included.

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

Premium: \$ 156,000.00

## Minutes of January 6, 2009 Mayor and Board of Aldermen

### Insurance & Risk Management Proposal

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

#### VEHICLE SCHEDULE FOR LIABILITY & UM

YEAR	MAKE	MODEL	VIN #	DEPT.
1997	Chevrolet	Blazer	1GNCS13W2V2226086	Police
1999	Chevrolet	Blazer	1GNCS13WXXK169915	Police
2000	Chevrolet	Impala	2G1F55K1Y9307106	Police
2000	Chevrolet	Impala	2G1WF55K0Y9304567	Police
2000	Chevrolet	Impala	2G1WF55K1Y9304982	Police
2000	Chevrolet	Impala	2G1WF55K1Y9303413	Police
2000	Chevrolet	Impala	2G1WF55K4Y9305463	Police
2000	Chevrolet	Impala	2G1WF52K7Y9297153	Police
2001	Chevrolet	Impala	2G1WF55K519286444	Police
2001	Chevrolet	Impala	2G1WF55K619283648	Police
1993	Ford	Ranger	1FTCR10A6PPA97708	Police
1996	Ford	Ambulance Command	1FDKE30FXVHA60047	Police
1998	Ford	Crown Victoria	2FAFP71W0XX103499	Police
1999	Ford	Crown Victoria	2FAFP71W0XX205286	Police
1999	Ford	Taurus	1FAFP52U7XG227454	Police
2000	Ford	Expedition	1FMRU1562YLA76498	Police
2001	Ford	Crown Victoria	2FAFP71W31X136861	Police
2001	Ford	Crown Victoria	2FAFP71W91X175017	Police
2001	Ford	Crown Victoria	2FAFP71W01X175018	Police
2001	Ford	Crown Victoria	2FAFP71W21X175019	Police
2001	Ford	Crown Victoria	2FAFP71W91X175020	Police
2002	Ford	Expedition	1FMPU16LX2LA95979	Police
2003	Ford	Crown Victoria	2FAFP71W43X139562	Police
2003	Ford	Crown Victoria	2FAFP71W23X139561	Police
2003	Ford	Crown Victoria	2FAHP71WX3X178570	Police
2003	Ford	Crown Victoria	2FAFP71W63X214407	Police
2003	Ford	Crown Victoria	2FAFP71W63X139563	Police
2003	Ford	Crown Victoria	2FAFP71W83X139564	Police
2003	Ford	Crown Victoria	2FAFP71W53X139568	Police
2003	Ford	Crown Victoria	2FAFP71W73X139569	Police
2003	Ford	Crown Victoria	2FAFP71W03X139574	Police
2003	Ford	Crown Victoria	2FAFP71W93X139573	Police
2003	Ford	Crown Victoria	2FAFP71W53X139571	Police
2003	Ford	Crown Victoria	2FAFP71WX3X139565	Police
2003	Ford	Crown Victoria	2FAFP71W13X139566	Police
2003	Ford	Crown Victoria	2FAFP71W33X139567	Police
2003	Ford	Crown Victoria	2FAFP71W73X139572	Police
2003	Ford	Crown Victoria	2FAFP71W33X215421	Police
2003	Ford	Crown Victoria	2FAFP71W33X215420	Police
2003	Ford	Crown Victoria	2FAFP71W63X215422	Police
2003	Ford	F150 Pickup	1FTRX17W73KA21326	Police

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

YEAR	MAKE	MODEL	VIN #	DEPT
2004	Ford	Crown Victoria	2FAFP71W24X166356	Police
2004	Ford	Expedition	1FMPU15L34LB58893	Police
2005	Ford	Crown Victoria	2FAFP71W05X104598	Police
2005	Ford	Crown Victoria	2FAFP71W95X158451	Police
2005	Ford	Taurus	1FAFP53U95A297486	Police
2005	Ford	Taurus	1FAFP53U85A295261	Police
2006	Ford	E350 Van	1FBSS31L96DB20169	Police
2007	Ford	Crown Victoria	2FAFP71W47X115798	Police
1991	Oldsmobile	Delta 88	1G3HN54C0MH334378	Police
	Decatur	Speed Trailer		Police
1992	Chevrolet	Van	2GND615144N4149157	Public Works
1996	Chevrolet	Pickup -S10	1GCCS1448T8202634	Public Works
1997	Chevrolet	Blazer	1GNNT13W2V2247487	Public Works
1998	Chevrolet	Cheyenne - 3500 Trash Hauler	1GBJC34JOWF045370	Public Works
1998	Chevrolet	Pickup - 1500	1GCEC19R2WE176516	Public Works
1998	Chevrolet	Utility Bed - C6500	1GBK7H1C1XJ100757	Public Works
1998	Chevrolet	Utility Bed - C6500	1GBK741C4XJ100719	Public Works
1999	Chevrolet	Pickup - S10	1GCCS19X2XK198303	Public Works
1999	Chevrolet	Trash Hauler - C6500	1GBK6HICXXJ102753	Public Works
2000	Chevrolet	Dump Bed - 3500	1GBJC34R5YF422073	Public Works
2002	Chevrolet	Pickup -S10	1GCCS14W028182895	Public Works
2003	Chevrolet	Pickup - Silverado	1GCEC14Z03Z245568	Public Works
1996	Dodge	Caravan	2P4FP2535TR667382	Public Works
1999	Dodge	Ram Flatbed - 3500	3B6MC3652XM551247	Public Works
1987	Ford	Tractor-Semi - L800	1FDYW80U9HVA22138	Public Works
1987	Ford	Tractor-Semi - L800	1FDYW80U7HVA22137	Public Works
1989	Ford	Bucket Truck - F350	2FDLF47M2KCA75088	Public Works
1994	Ford	Pickup - F150	1FTDF15YORNA69307	Public Works
1994	Ford	Pickup - F150	1FTDF15Y4RNB45482	Public Works
1996	Ford	Pickup - F250	1FDHF25YOTEA93178	Public Works
1997	Ford	Pickup - F150	1FTDF17W3VNC96920	Public Works
1997	Ford	Pickup - F150	1FTDF15Y5RNB45507	Public Works
1997	Ford	Pickup - F250	3FTHF25H7VMA47641	Public Works
2000	Ford	Dump Truck - F-450	1FDXF46F8YED81736	Public Works
2000	Ford	Explorer	1FMZU62XOYUB11219	Public Works
2004	Ford	Pickup - F150	1FDSW30L14EB72058	Public Works
2004	Ford	Pickup - F150	1FTSW30L84EB72059	Public Works
2005	Ford	Dump Truck - F-450	1FDXF46P85EC07315	Public Works

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YEAR	MAKE	MODEL	VIN #	DEPT.
1984	Ford	Dump Truck - F-700	1FDPF70HGEVA00893	Public Works
2005	GMC	Pickup - Sierra C1500	1GTEC14VX5Z207569	Public Works
2005	GMC	Pickup - Sierra C1500	1GTEC14V45Z199971	Public Works
1996	International	Truck - DT466	1HTSCAANOTH307158	Public Works
1996	International	Vac Truck	1HTGBAAR3XH677344	Public Works
2001	Sewer leaner	W-4500	J8DC4B14817015786	Public Works
1997	Vac All	Street Sweeper	1FDXH81CXVVA38341	Public Works
2004	Dodge	Durango	1D4HD48N24F186287	Fire
2004	Dodge	Ram 2500	3D7KA28D74G163762	Fire
2001	Ford	Crown Victoria	2FAFP73W01X130934	Fire
2001	Dodge	Pick Up	1B7HC13Y11J564852	Fire
1999	Chevrolet	Suburban		Fire
1997	Ford	F450	1FDL47F9VEC111118	Fire
2000	HP75 Custom	Firetruck	4EN3AAA81Y1002043	Fire
1983	Ford	Norco	1FYD80U8DUA26391	Fire
2005	Ford	Freestar Mini Van	2FMZA57635BA49738	Fire
2005	Dodge	1500 Pick Up	1D7HU18N16J112554	Fire
1996	Dodge	3500 Pick Up	387MC33C2TM151942	Fire
1992	Protector Custom	Firetruck	4ENRAA82N1000551	Fire
1992	Chevrolet	C-20 Cargo Van	2GCEG25K1N4153990	Fire
1999	Cyclone Custom	Firetruck	4ENRAA8XX1000476	Fire
1998	Ford	F150 Pick Up	1FTZX1727WKB53715	Fire
2005	Dodge	Ram 4X4	1D7HU18N26J112529	Recreation
2005	Ford	4 X 4 Pickup	1FMYU93195KC92707	Permits & Zoning
2005	Dodge	Pick Up	1D7HU18N56J112542	Permits & Zoning
2006	Ford	25 Passenger Bus	1FDXE45P66HB07721	Sr. Citizens
2008	Ford	Crown Victoria	2FAFP71V38X136358	Police
2008	Ford	Crown Victoria	1FMFK15598LA40016	Police
2008	Ford	Crown Victoria	1FMFK15508LA40017	Police
2008	Ford	Crown Victoria	2FAFP71V98X152662	Police
2008	Ford	Crown Victoria	2FAFP71V88X158128	Police
2008	Ford	Crown Victoria	2FAFP71V08X152663	Police
2008	Ford	Crown Victoria	2FAFP71V28X152664	Police
2008	Ford	Crown Victoria	2FAFP71V68X158127	Police
2008	Ford	Crown Victoria	2FAFP71V48X136353	Police
2008	Ford	Crown Victoria	2FAFP71V68X136354	Police
2008	Ford	Crown Victoria	2FAFP71V88X136355	Police
2008	Ford	Crown Victoria	2FAFP71VX8X136356	Police
2008	Ford	Crown Victoria	2FAFP71V18X136357	Police
2008	Dodge	Durango	1D8HD48208F135168	Fire

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**Insurance & Risk Management Proposal**

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

**Named Insured:** City of Long Beach

**Type of Coverage:** Auto Physical Damage

**Carrier:** National Liability & Fire (A M Best Rated A++XV)

**Policy Term:** 01-01-2009 to 12-31-2009

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

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

**Comments:**

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

**Premium:** \$ 59,805.00

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**Insurance & Risk Management Proposal**

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

**VEHICLE SCHEDULE FOR PHYSICAL DAMAGE**

Year	Make	Model	VIN #	Stated Amount
1999	CYCLONE CUSTOM	FIRETRUCK	4ENRAA8XX100476	100,000
2004	DODGE	PICK UP TRUCK	1D4HD48N2F186287	15,000
2004	DODGE	DURANGO	3D7KA28D74G163762	14,000
2007	DODGE	RAM 2500	1D8HD48K27F566111	23,000
1983	FORD (NORCO)	PUMPER TRUCK	1FDYD80U8DUA26391	10,000
2008	FORD	F450	1FDXF46RX5E493615	70,000
2005	FORD	FREESTAR VAN	2FMZA57635BA49738	9,000
2005	FORD	FREESTAR VAN	2FMZA52215BA66106	9,000
2001	HP75 CUSTOM	FIRETRUCK	4EN3AAA81Y1002043	250,000
1992	PROTECTOR CUSTOM	FIRETRUCK	4ENRAAA82N1000551	50,000
2005	FORD	EXPLORER	1FMZU73K45UB33549	9,000
2005	FORD	ESCAPE	1FMYU93195KC92707	9,000
2005	DODGE	PICK UP	1D7HU18N56J112542	12,000
	DECATUR ELECTRONIC SPEED TRAILER			15,000
2008	DODGE	DURANGO	1D8HD48208F135168	24,444
1996	FORD	AMBULANCE	1FDKE30FXVHA60047	30,000
2002	FORD	EXPEDITION	1FMPU16LX2LA95979	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W43X139562	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W23X139561	8,500
2003	FORD	CROWN VICTORIA	2FAHP71WX3X178570	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W63X214407	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W63X139563	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W83X139564	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W53X139568	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W73X139569	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W03X139574	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W93X139573	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W53X139571	8,500
2003	FORD	CROWN VICTORIA	2FAFP71WX3X139565	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W13X139566	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W33X139567	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W73X139572	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W33X215421	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W33X215420	8,500
2003	FORD	CROWN VICTORIA	2FAFP71W63X215422	8,500
2003	FORD	F150 PICK UP	1FTRX17W73KA21326	8,000
2004	FORD	CROWN VICTORIA	2FAFP71W24X166356	9,000
2004	FORD	EXPEDITION	1FMPU15L34LB58893	16,000
2005	FORD	CROWN VICTORIA	2FAFP71W05X104598	10,000
2005	FORD	CROWN VICTORIA	2FAFP71W95X158451	10,000
2005	FORD	TAURUS	1FAFP53U95A297486	9,500
2005	FORD	TAURUS	1FAFP53U85A295261	9,500
2006	FORD	E350 VAN	1FBSS31L96DB20169	16,000
2007	FORD	CROWN VICTORIA	2FAFP71W47X115798	14,000
2008	FORD	CROWN VICTORIA	2FAFP71V48X136353	24,649

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Year	Make	Model	VIN #	Stated Amount
2008	FORD	CROWN VICTORIA	2FAFP71V68X136354	24,649
2008	FORD	CROWN VICTORIA	2FAFP71V88X136355	24,649
2008	FORD	CROWN VICTORIA	2FAFP71VX8X136356	24,649
2008	FORD	CROWN VICTORIA	2FAFP71V18X136357	24,649
2005	FORD	FREESTAR VAN	2FMZA57625BA23938	10,000
1998	CHEVROLET	3500 CHEYENNE TRASH TRUCK	1GBJC34J7WF046774	15,000
1998	CHEVROLET	3500 TRASH TRLR	1GBJC34JOWF045370	10,000
1998	CHEVROLET	C6500 UTILITY BED	1GBK7H1C1XJ100757	12,000
1998	CHEVROLET	C6500 UTILITY BED	1GBK741C4XJ100719	12,000
1999	CHEVROLET	C6500 TRASH HLR	1GBK6HICXXJ102753	15,000
2000	CHEVROLET	3500 DUMP BED	1GBJC34R5YF422073	10,000
2002	CHEVROLET	S10 PICK UP	1GCCS14W028182895	7,500
2003	CHEVROLET	SILVERADO PU	1GCEC14Z03Z245568	8,000
2000	FORD	F450 DUMP TRUCK	1FDXF46F8YED81736	25,000
2004	FORD	F150 PICK UP	1FDSW30L14EB72058	11,000
2004	FORD	F150 PICK UP	1FTSW30L84EB72059	11,000
2005	FORD	F450 DUMP TRUCK	1FDXF46P85EC07315	23,000
2005	GMC	SIERRA C1500 PU	1GTEC14VX5Z207569	10,000
2005	GMC	SIERRA C1500 PU	1GTEC14V45Z199971	10,000
1996	INTERNATIONAL	DT466 TRUCK	1HTSCAANTH307158	25,000
1996	INTERNATIONAL	VAC TRUCK	1HTGBAAR3XH677344	50,000
2001	SEWER LEANER	W-4500	J8DC4B14817015786	50,000
1997	VAC ALL H-81	STREET SWEEPER	1FDXH81CXVVA38341	50,000
2005	DODGE	RAM 4X4 1500 SLT	1D7HU18N26J112529	16,000
2006	FORD BUS	25 PASSENGER	1FDXE45P66HB07721	50,000
2008	FORD	CROWN VICTORIA	2FAFP71V38X136358	26,348
2008	FORD	CROWN VICTORIA	1FMFK15598LA40016	26,348
2008	FORD	CROWN VICTORIA	1FMFK15508LA40017	26,348
2008	FORD	CROWN VICTORIA	2FAFP71V98X152662	26,348
2008	FORD	CROWN VICTORIA	2FAFP71V88X158128	26,348
2008	FORD	CROWN VICTORIA	2FAFP71V08X152663	26,348
2008	FORD	CROWN VICTORIA	2FAFP71V28X152664	26,348
2008	FORD	CROWN VICTORIA	2FAFP71V68X158127	26,348

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**Insurance & Risk Management Proposal**

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

**Property Proposal**

**Named Insured:** City of Long Beach

**Type of Coverage:** Real & Personal Property  
All Risks excluding Flood & Earthquake

**Carrier:** Mt Hawley Insurance Company  
(AM Best Rating A+ XI)

**Policy Term:** 12-31-2008 to 12-31-2009

**Limits** \$9,774,517 Total Insured Value

**Deductibles:** 3% Per location of the sum of all values listed in the most recent SOV on file with the company for each location that has a loss or damage and for which a claim is being made under this policy – Subject to a minimum deductible of \$100,000

\$10,000 Per Occurrence – All other Perils

**Premium:** \$ 95,937.88 All taxes & fees included

**Option:** Terrorism coverage can be included for an additional premium of \$ 9,286.25

Subject to:

- Acceptable engineering and housekeeping
- Acceptable financial information
- Warrant updates to roofing have been completed as year shown on spreadsheet
- Warrant updates to wiring have been completed as year shown on spreadsheet
- Warrant updates to plumbing have been completed as year shown on spreadsheet
- Warrant updates on HVAC have been completed as year shown on spreadsheet
- Confirmation in writing of no aluminum wiring in buildings

# Minutes of January 6, 2009 Mayor and Board of Aldermen

City of Long Beach  
Schedule of Localities

From W. 100' to	Address	City	State	Zip	Commodity	Building	Area	Value	Rate	Assess	Year	File	System	Section	Block	# of Blocks	Roof	Year	Wire	Unit	PLWC	Unit	Parish	Unit		
1	1062 Second St.	Long Beach	MS	90801	Commercial	1,000.00	1,000.00	222,500	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006		
1	2720 N. Washington	Long Beach	MS	90801	Commercial	55,120	55,120	824,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006		
1	3720 N. Washington	Long Beach	MS	90801	Commercial	68,500	68,500	800,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006		
1	4720 N. Washington	Long Beach	MS	90801	Commercial	10,000	10,000	5,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	6720 N. Washington	Long Beach	MS	90801	Commercial	15,000	15,000	5,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	7408 Kehler St.	Long Beach	MS	90801	Commercial	15,000	15,000	5,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	7408 Kehler St.	Long Beach	MS	90801	Commercial	75,000	75,000	50,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	8408 Kehler St.	Long Beach	MS	90801	Commercial	4,800	4,800	75,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	10408 Kehler St.	Long Beach	MS	90801	Commercial	20,000	20,000	10,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	11408 Kehler St.	Long Beach	MS	90801	Commercial	3,200	3,200	10,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	13408 Kehler St.	Long Beach	MS	90801	Commercial	60,000	60,000	3,200	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	15408 Kehler St.	Long Beach	MS	90801	Commercial	11,700	11,700	25,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	16500 E 2nd St 1000' J E 3rd St	Long Beach	MS	90801	Commercial	15,600	15,600	2,150,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	16500 E 2nd St 1000' J E 3rd St	Long Beach	MS	90801	Commercial	1,050,000	1,050,000	2,150,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	17408 Jett Drive Ave	Long Beach	MS	90801	Commercial	20,000	20,000	1,100,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	18408 Kehler St.	Long Beach	MS	90801	Commercial	80,400	80,400	110,240	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	20408 Kehler St.	Long Beach	MS	90801	Commercial	6,500	6,500	8,500	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	21112 Panama St.	Long Beach	MS	90801	Commercial	13,000	13,000	150,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	
1	21112 Panama St.	Long Beach	MS	90801	Commercial	6,500	6,500	6,500	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	22408 Kehler St.	Long Beach	MS	90801	Commercial	13,000	13,000	150,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	24408 Kehler St.	Long Beach	MS	90801	Commercial	9,000	9,000	7,500	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	24408 Kehler St.	Long Beach	MS	90801	Commercial	464,100	464,100	130,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	26408 Kehler St.	Long Beach	MS	90801	Commercial	130,000	130,000	65,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	28408 Jett Drive Ave	Long Beach	MS	90801	Commercial	68,000	68,000	150,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	28408 Kehler St.	Long Beach	MS	90801	Commercial	1,170,000	1,170,000	325,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	30408 Kehler St.	Long Beach	MS	90801	Commercial	18,500	18,500	19,500	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	30408 Kehler St.	Long Beach	MS	90801	Commercial	14,000	14,000	19,500	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	30408 Kehler St.	Long Beach	MS	90801	Commercial	13,000	13,000	25,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	30408 Kehler St.	Long Beach	MS	90801	Commercial	25,000	25,000	60,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	34799 Gardendale Ave.	Long Beach	MS	90801	Commercial	60,000	60,000	13,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	36799 Kehler St.	Long Beach	MS	90801	Commercial	18,000	18,000	16,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	36799 Kehler St.	Long Beach	MS	90801	Commercial	5,900	5,900	16,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	36799 Kehler St.	Long Beach	MS	90801	Commercial	1,300	1,300	16,000	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	40799 Kehler St.	Long Beach	MS	90801	Commercial	1,300	1,300	13,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	41590 DuPont Hwy	Long Beach	MS	90801	Commercial	34,000	34,000	13,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	42015 B Kehler St.	Long Beach	MS	90801	Commercial	34,000	34,000	13,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	42015 B Kehler St.	Long Beach	MS	90801	Commercial	31,200	31,200	13,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	42015 B Kehler St.	Long Beach	MS	90801	Commercial	31,200	31,200	13,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	42015 B Kehler St.	Long Beach	MS	90801	Commercial	31,200	31,200	13,400	90% RCV	NC	6	1985	1	1,250	131	1	2006	2006	2006	2006	2006	2006	2006	2006	2006	2006
1	46166 Alexander Rd.	Long Beach	MS	90801	Commercial	200,000	200,000	44,000	90% RCV	NC	6	2007	1	2,000	123	1	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007
1	46166 Alexander Rd.	Long Beach	MS	90801	Commercial	2,000,000	2,000,000	44,000	90% RCV	NC	6	2007	1	2,000	123	1	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007
1	47101 Alexander Rd.	Long Beach	MS	90801	Commercial	500,000	500,000	20,000	90% RCV	NC	6	2007	1	2,000	123	1	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007
1	48125 Esch Rd	Long Beach	MS	90801	Commercial	30,000	30,000	50,000	90% RCV	NC	6	2007	1	2,000	123	1	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007
1	48125 Esch Rd	Long Beach	MS	90801	Commercial	6,071,323	6,071,323	2,872,800	90% RCV	NC	6	2007	1	2,000	123	1	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007
1	48125 Esch Rd	Long Beach	MS	90801	Commercial	800,000	800,000	3,774,517	90% RCV	NC	6	2007	1	2,000	123	1	2007	2007	2007	2007	2007	2007	2007	2007	2007	2007

Copy of Updated City of Long Beach US 2008 broker (SUBID 1570694) AH 2008 (SCV) (2)

1/6/2009 11:29 AM

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

Notes

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

**Insurance & Risk Management Proposal**

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

**Named Insured:** City of Long Beach

**Type of Coverage:** Equipment

**Carrier:** Great American (A M Best Rated A)

**Policy Term:** 01-01-2009 to 12-31-2009

**Insured Location:** City of Long Beach

**Limits/Deductibles:** \$843,407 Scheduled  
\$325,000 Unscheduled  
\$ 1,000 Deductible

**Terms & Conditions:**

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

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

**Premium:** ➤ \$ 12,528

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**Insurance & Risk Management Proposal**

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

**Equipment Schedule**

DESCRIPTION		VALUE
UNSCHEDULED EQUIPMENT	\$2,500 MAX VALUE PER ITEM	\$ 100,000.00
UNSCHEDULED EDP EQUIPMENT	\$2,500 MAX VALUE PER ITEM	\$ 125,000.00
UNSCHEDULED FIRE DEPT EUQIP	\$2,500 MAX VALUE PER ITEM	\$ 100,000.00
DESCRIPTION	SERIAL #	VALUE
WELL POINT PUMP	2249	\$ 14,000.00
96 CASE BACKHOE	JJG0193800	\$ 42,000.00
87 FORD TRACTOR W/MOWER	C767062	\$ 8,000.00
LEROI AIR COMPRESSOR	Q185DJE	\$ 12,020.00
MASSEY FERGUSON TRACTOR	3KD265385	\$ 8,000.00
CARDIAC MONITOR & DEFIB	11469726	\$ 7,500.00
1985 JOHN DEERE BACK HOE	715603	\$ 17,000.00
1979 JOHN DEERE LOADER	324737T	\$ 7,500.00
BRUSH CHIPPER	1VRK08163X1003067	\$ 9,645.00
JOHN DEERE TRACTOR	2759T	\$ 4,000.00
JOHN DEERE 510D BACKHOE	98422	\$ 66,377.00
CAT DOZER	06YL01062	\$ 65,000.00
90 CASE TRACTOR	9705	\$ 5,000.00
312 CAT TRACK HOE	K10726	\$ 65,000.00
1987 FORD TRACTOR	22138	\$ 18,000.00
1987 FORD TRACTOR	22137	\$ 18,000.00
KUBOTA TRACK HOE	10562	\$ 27,971.00
SUZUKI ATV300	JSAAJ45A7P2104522	\$ 10,000.00
JAWS OF LIFE & CUTTER	44742/4-1685-1	\$ 11,000.00
GRAVELY TRACTOR	342	\$ 7,000.00
EXMARK GRASS CUTTER	LZ23KC604	\$ 6,000.00
FORD HOLLAND 6610 TRACTOR	366271M	\$ 47,800.00
TIGER TRB-50C BROOM MOWER	TB5395	
7 X 20 UTILITY TRAILER		\$ 2,800.00
SCOTT 200155-03 EAGLE 160 THERMAL IMAGING CAMERA		\$ 10,040.00
2005 PACE AMERICAN TRAILER	4FPUB16265G095067	\$ 3,900.00
25 SCOTT NXG-2 BREATHING APPARATUS \$4,000 EA		\$ 100,000.00
YAMAHA 4WHEELER	5Y4AJ15Y25A003657	\$ 5,000.00
YAMAHA 4WHEELER	5Y4AJ15Y45A008407	\$ 5,000.00
YAMAHA 4WHEELER	5YAJ15Y75A006389	\$ 5,000.00
YAMAHA 4WHEELER	5YAJ15YX5A009254	\$ 5,000.00
YAMAHA 4WHEELER	5Y4AH09Y26A026793	\$ 5,000.00

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

<b>DESCRIPTION</b>	<b>SERIAL #</b>	<b>VALUE</b>
YAMAHA 4WHEELER	5Y4AH09Y06A028758	\$ 5,000.00
YAMAHA 4WHEELER		\$ 5,000.00
YAMAHA 4WHEELER		\$ 5,000.00
MULE KAWASKI	JK1AFCJ1X5B503018	\$ 10,000.00
RANGER POLARIS	DONATED	\$ 10,000.00
POLARIS 4 WHEELER ON LOAN		\$ 5,000.00
JOHN DEERE SKID STEER	TOO320A116692	\$ 30,000.00
CATERPILLAR 426C BACKHOE	6XN00635	\$ 60,000.00
CATERPILLAR 426C BACKHOE	6XN01775	\$ 60,000.00
GODWIN CD150 BY-PASS PUMP	VIN # 0542348/05	\$ 34,854.00
2007 60" DECK GRASS MOWER	684250	\$ 6,745.00
WAVERUNNEER		\$ 8,500.00
WAVERUNNEER		\$ 8,500.00
2007 FLAIL MOWER	M06F033	\$ 3,380.00
2007 FLAIL MOWER	M06F0430	\$ 3,380.00
	TOTAL SCHEDULED VALUE	\$ 873,912.00

**Minutes of January 6, 2009  
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PREMIUM RECAP

General Liability	\$ 156,000.00
Automobile Liability	Included
Law Enforcement Liability	Included
Public Officials Liability	Included
Auto Physical Damage	\$ 59,805.00
Property	\$ 95,937.88
Equipment	\$ 12,528.00
TOTAL	\$ 324,270.88

The total cost last year was \$393,568.50, which includes the addition of the new Police Station and 16 – 2008 vehicles. Our program for the 2009 policy year is offering you a savings of approximately \$65,000 over the program for 2008.

Upon discussion, it was determined that coverage on some buildings should be removed and some possibly increased. The Clerk will work with Mr. Foster to resolve this matter.

After considerable discussion, Alderman Lishen made motion seconded by Alderman Holder and unanimously carried to approve the insurance program renewal as set forth above.

\*\*\*\*\*

**Minutes of January 6, 2009**  
**Mayor and Board of Aldermen**

It was the consensus of the Mayor and Board of Aldermen to move forward on the agenda to Item XI.6; NEW BUSINESS, Eyesore Property/Family Need – Alderman McNary.

The Mayor recognized Artensia Brown Warren, James Brown and their sister to discuss problems arising from the placement of four (4) travel trailers at 101 Alexander Road, three (3) of which are there in violation of city ordinances. The aforementioned parties answered questions and provided additional information.

The Mayor recognized Zoning Enforcement Office Claire Leatherwood who stated that one trailer is rented out and, of the four (4) trailers, only the trailer in the name of Artensia Brown Warren is permitted through the City for water and sewer. In addition, one trailer has raw sewage spilled on the ground.

After considerable deliberation and debate, Alderman Holder made motion seconded by Alderman Boggs and unanimously carried directing that the three (3) trailers not properly permitted be removed from the premises within fourteen (14) days and any trailer not properly disposing of raw sewage be removed immediately in accordance with city ordinances and health regulations.

\*\*\*\*\*

There came on for consideration a notice from the Mississippi Department of Marine Resources regarding a permit application by Kyle Associates, DMR-090286, regarding a request for wetland fill for property located at the SW Quad of 28<sup>th</sup> Street and Klondyke Road. Written comments should be submitted to the agency in writing by January 19, 2009, at 1:00 p.m.

After considerable discussion, no action was required or taken regarding this matter.

\*\*\*\*\*

Due to a possible conflict of interest, Alderman Anderson was recused from the public meeting.

\*\*\*\*\*

There came on for consideration a request from Stephanie Mathes, International Relief and Development, requesting to use the Recreation Center, January 21 – February 6, 2009, 8:00 a.m. to 12:00 p.m., as follows:

## Minutes of January 6, 2009 Mayor and Board of Aldermen

Hi Bob,

Thank you so much for working with us on a location to conduct the Mental Toughness for our Youth Build program.

We are requesting to use the Recreation Center in Long Beach from 7:00 am until 1:30 pm starting January 21 through February 6th - weekdays only!

This is a program funded through the Department of Labor that provides guidance to High Risk Youth. Mental Toughness allows us to work with 150 to 200 prospects so that we can "evaluate" and accept the individuals that are most interested. We will be

doing guest speakers on self esteem, leadership, team work, and various topics. The Army will do PT with the students each morning. At the end of the mental toughness we will select 30 students to complete a 9 month program that will help them obtain their GED, receive a construction certification, OSHA certification, community service, and leadership training.

Mental Toughness is the "toughest" part because we are weeding out participants and need a large area to do this. Being able to use the Rec Center will be extremely helpful.

Please confirm that we can use the Rec Center as soon as possible so that we can begin our PSA's with the media and notifying our waiting list as to the location of the Mental Toughness.

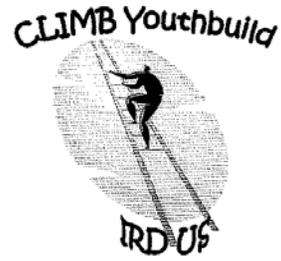
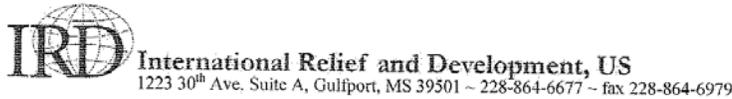
Thank you!

Stephanie Mathes  
International Relief and Development  
1223 30th Ave  
Gulfport MS 39501  
228-864-6677  
228-864-6979 (Fax)  
228-547-1268  
[s.mathesird@yahoo.com](mailto:s.mathesird@yahoo.com)

How far you go in life depends on your being tender with the young, compassionate with the aged, sympathetic with the striving, and tolerant of the weak and strong.

Because someday in your life you will have been all of these.  
-- George Washington Carver

Minutes of January 6, 2009  
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12/18/08

Bob Paul  
City of Long Beach

Mr. Paul,

International Relief and Development, US is excited to announce that the Department of Labor has awarded us a grant, again, for the at risk youth in Harrison County - CLIMB Youthbuild!

This program greatly benefits our community as a whole. We will, again, target youth ages 16 – 24 who are at risk due to a myriad of reasons but are a pivotal point in their life where a program such as CLIMB Youthbuild will be a turning point for them. IRD US CLIMB Youthbuild will allow these youth to complete their GED, provide technical training in the construction field, on the job training, assistance in getting into college, and a variety of leadership and life skills. This training will give the participants the ability to become self sufficient, productive adults that will contribute positively to our community and our economy. Additionally, as part of the program these youth will complete community projects and rebuild four Katrina destroyed homes. We are very excited because Harrison County has never had a program such as this for the youth who are often forgotten.

We are proud to announce that we just graduated our first class with 24 successes. All 24 participants graduated with an educational gain of at least two levels and 20 obtained their GED, 17 obtained national construction certifications, 4 entered apprenticeship programs, 5 were accepted to post-secondary education institutions, and the successes go on and on. It is without a doubt, this program had a major impact on these students and their futures are brighter than ever. We are excited to start a new year and begin working with more future leaders.

We hope that you choose to partner with us in this program as we launch Climb Youthbuild Year 2 and help at risk youth climb the ladder of success – step by step and contribute to this amazing program in Harrison County! If you or your constituents ever need our assistance or you have any questions, please do not hesitate to call us at 228-864-6677.

In Appreciation,

Stephanie Mathes  
Program Manger, Climb Youthbuild  
IRD US

Upon discussion, it was determined that the program would fall under the category of recreation and as such, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve the request contingent upon the submittal of a general liability insurance certificate naming the City of Long Beach as co-insured and the execution of a hold harmless agreement.

\*\*\*\*\*

Alderman Anderson returned to the public meeting.

\*\*\*\*\*

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

Alderman Boggs made motion seconded by Alderman Lishen and unanimously carried to approve the Release and Subrogation Receipt, Mississippi Municipal Liability Plan, as follows:

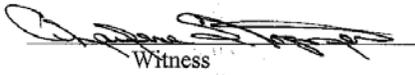
RELEASE AND SUBROGATION RECEIPT

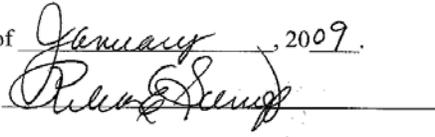
Received of the Mississippi Municipal Liability Plan the sum of Four Thousand Eight Hundred Nine and 27/100 dollars (\$4,809.27) in full payment, release and discharge of all claims and demands of the undersigned against said Plan arising from or connected with any loss or damage by reason of Uninsured/Underinsured Motorists Claim which loss or damage arose or occurred on or about the 10th day of October, 2008.

In consideration of and to the extent of said payment, the undersigned hereby subrogates said Plan, to all of the rights, claims, and interest which the undersigned may have against any party, person, persons, property or corporation liable for the loss mentioned above, and authorizes the said Plan to sue, compromise, or settle in the undersigned's name or otherwise all such claims and to execute and sign releases and acquittances and endorse the undersigned, with same force and effect as if the undersigned executed or endorsed them.

Warranted no settlement has been made by the undersigned with any party, person, persons, property or corporation against whom a claim may lie, and no release has been given to anyone responsible for the loss, and that no settlement will be made nor release given by the undersigned without the written consent of the said Plan and the undersigned covenants and agrees to cooperate fully with said Plan in the prosecution of said claims, and to procure and furnish all papers and documents, in the undersigned's possession, necessary in such proceedings and to attend court and testify if the Plan deems such to be necessary but it is understood the undersigned is to be saved harmless from costs in such proceedings.

Signed, sealed and delivered this 2nd day of January, 2009.

  
Witness

  
\_\_\_\_\_

Witness

State of MISSISSIPPI County of HARRISON

On the 2nd day of JANUARY, 2009, before me appeared Rebecca E. SCHRUOFF to me personally known and who executed the forgoing instrument and SHE acknowledged to me that SHE voluntarily executed the same.

My term expires \_\_\_\_\_, 20\_\_\_\_\_.



  
Notary Public

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

*City of Long Beach*

**SOUTH MISSISSIPPI APPRAISAL SERVICE  
P.O. BOX 1933  
GULFPORT, MS 39502  
FAX: (228) 832-6862  
PHONE: (228) 832-6861**

REPORT SHEET	CLAIM NO: VA2008069861	OCTOBER 31, 2008
OWNER: CITY OF LONG BEACH	INSURED: SAME	
YEAR, MAKE & MODEL:	2000 CHEVROLET IMPALA 4-DR SEDAN, UNIT # 20	
TIRES, MAKE & SIZE:	FIRESTONE FIREHAWK PV41	LF: 3/32NDS
	225/60R15	RF: 3/32NDS
		LR: 6/32NDS
		RR: 7/32NDS
LOSS DATE: 10-10-08	DATE ASSIGNED: 10-28-08	DATE INSPECTED: 10-30-08
(FRIDAY)	(TUESDAY)	(THURSDAY)

APPROXIMATE COST OF REPAIRS

COST OF REPAIRS	\$ 9,113.44
APPROXIMATE SALVAGE VALUE	\$ 901.50
OPINION OF ACTUAL CASH VALUE	\$ 5,910.77
N.A.D.A. RETAIL BOOK VALUE (AS EQUIPPED)	\$ 5,475.00
N.A.D.A. TRADE-IN BOOK VALUE (AS EQUIPPED)	\$ 3,900.00
PRIOR DAMAGE APPRAISAL (PRE TAX)	\$ 1,038.46

*5910.77 total  
- 200.00 value deductible  
- 901.50 salvage  
\$ 4809.27  
Payment*

COMMENTS: VEHICLE WAS HIT HARD IN LEFT FRONT, DAMAGING BUMPER, RADIATOR SUPPORT, RADIATOR, AC CONDENSER, BOTH FENDERS, HOOD PANEL, BOTH FRONT DOORS AND BODY STRUCTURE.

NOTE: REPAIRS WILL EXCEED ACV. VEHICLE IS AN OBVIOUS TOTAL LOSS, LOCATED AT DAURO'S BODY SHOP, 109 NORTH OCEAN WAVE, LONG BEACH, MS 39460 (228) 868-8388.

NO TAX FIGURED ON APPRAISAL (CITY UNIT).

AIR BAGS DID NOT DEPLOY.

PRIOR DAMAGE APPRAISAL ATTACHED (50% OF PRIOR DAMAGES DEDUCTED FROM ACV).

MILEAGE OBTAINED FROM MR. LADNER FROM LONG BEACH POLICE DEPARTMENT. COULD NOT OBTAIN MILEAGE OFF VEHICLE (ELECTRICAL DOWN).

TIME FIGURED IN ACV FOR REMOVAL OF ALL POLICE EQUIPMENT.

SALVAGE BIDS ATTACHED AND ARE BASED ON MILEAGE AND NO DAMAGES TO ENGINE.

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

SOUTH MISSISSIPPI APPRAISAL SERVICE  
P.O. BOX 1933  
GULFPORT, MS 39502  
PH: (228) 832-6861  
FAX: (228) 832-6862

\*\* SALVAGE BIDS \*\*

OCTOBER 31, 2008

TO:	BRIANNE HUDGINS – MISSISSIPPI MUNICIPAL SERV. CO.
INSURED:	CITY OF LONG BEACH
CLAIMANT:	NA
POLICY NO:	UNKNOWN
CLAIM NO:	VA2008069861
FILE NO:	SMAS-MMSC-0091
DOL:	10-10-08

SALVAGE BIDS ON A: 2000 CHEVROLET IMPALA 4-DR SEDAN, 6 CYLD, 3.8 LT

(1) ARGUELLES AUTO PARTS	\$ 808.00
(RICK ARGUELLES)	
12351 NORTH OAKLAWN LANE	
BILOXI, MS 39532	
(228) 392-4567	

(2) ROBERT HALL AUTO SALVAGE	\$ 303.00
(KEN QUEV)	
7098 BEATLINE ROAD	
LONG BEACH, MS 39560	
(228) 868-4001	

(3) ABC AUTO SALVAGE	\$ 901.50
(KEN COOK)	
7433 WOOLMARKET ROAD	
BILOXI, MS 39532	
(228) 392-2288	

NOTE: SALVAGE BIDS BASED ON CORRECT MILEAGE AND ENGINE NOT DAMAGED.

**Minutes of January 6, 2009  
Mayor and Board of Aldermen**

SOUTH MISSISSIPPI APPRAISAL SERVICE  
P.O. BOX 1933  
GULFPORT, MS 39502  
FAX: (228) 832-6862  
PHONE: (228) 832-6861

ACTUAL CASH VALUE WORKUP
--------------------------

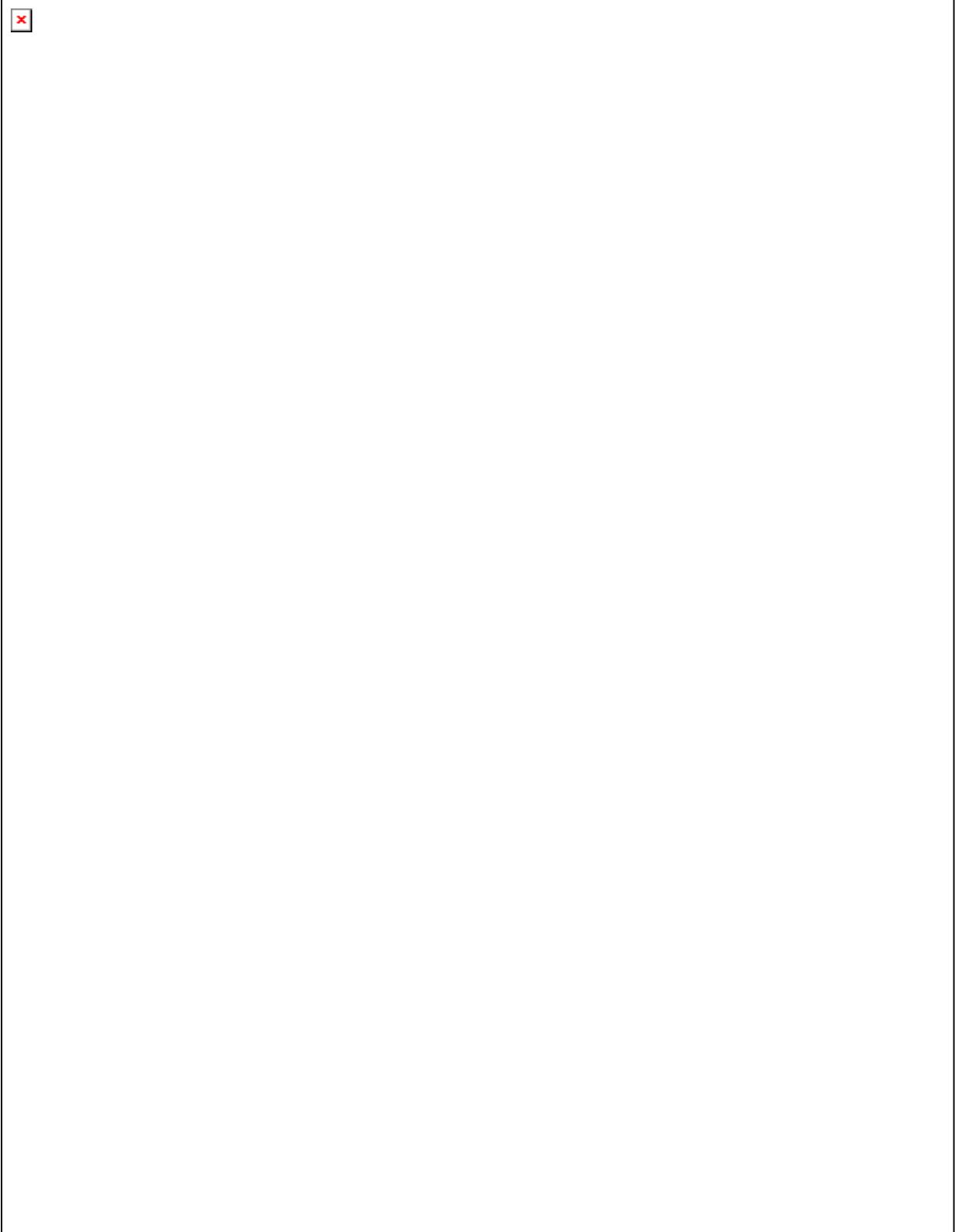
OCTOBER 31, 2008

TO:	BRIANNE HUDGINS – MISSISSIPPI MUNICIPAL SERV. CO.
RE:	CITY OF LONG BEACH
CLAIM NO:	VA2008069861
POLICY NO:	NA
FILE NO:	SMAS-MMSC-0091
DOL:	10-10-08

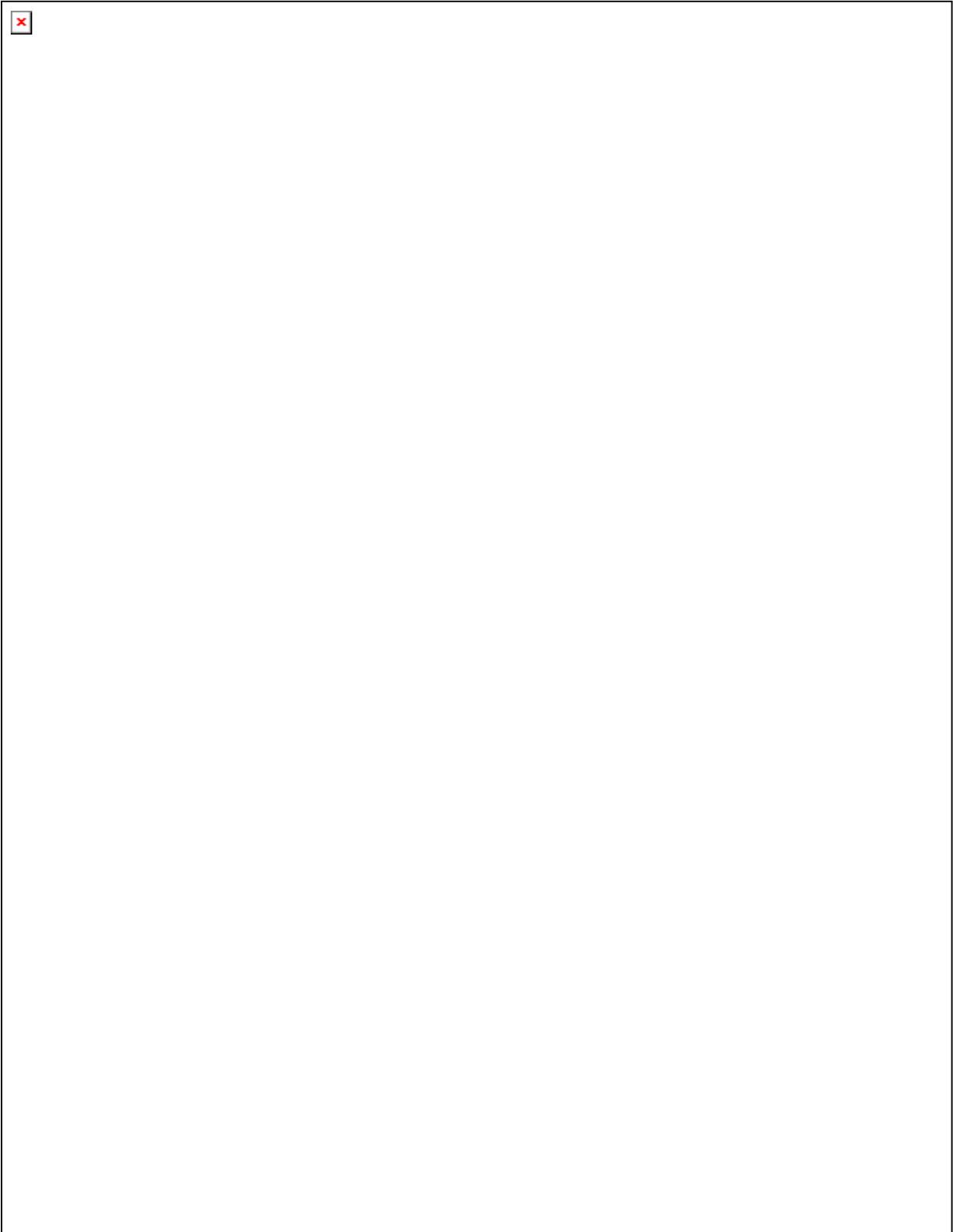
ACTUAL CASH VALUE ON A: 2000 CHEVROLET IMPALA 4-DR SEDAN (AS EQUIPPED).

N.A.D.A. RETAIL (AS EQUIPPED) (SEPT. THRU DEC 08 ED.)	\$ 5,475.00
LESS 50% OF THE PRIOR DAMAGES	\$ - 519.23
ADD FOR POLICE DECALS AND NUMBERING	\$ + 325.00
ADD TO R/I COMMUNICATION EQUIPMENT	\$ + 360.00
ADD TO R/I LIGHT BAR AND SIRENS	\$ + 135.00
ADD TO R/I REAR SEAT CAGE	\$ + 135.00
TOTAL OPINION OF ACTUAL CASH VALUE (AS EQUIPPED)	<b>\$ 5,910.77</b>

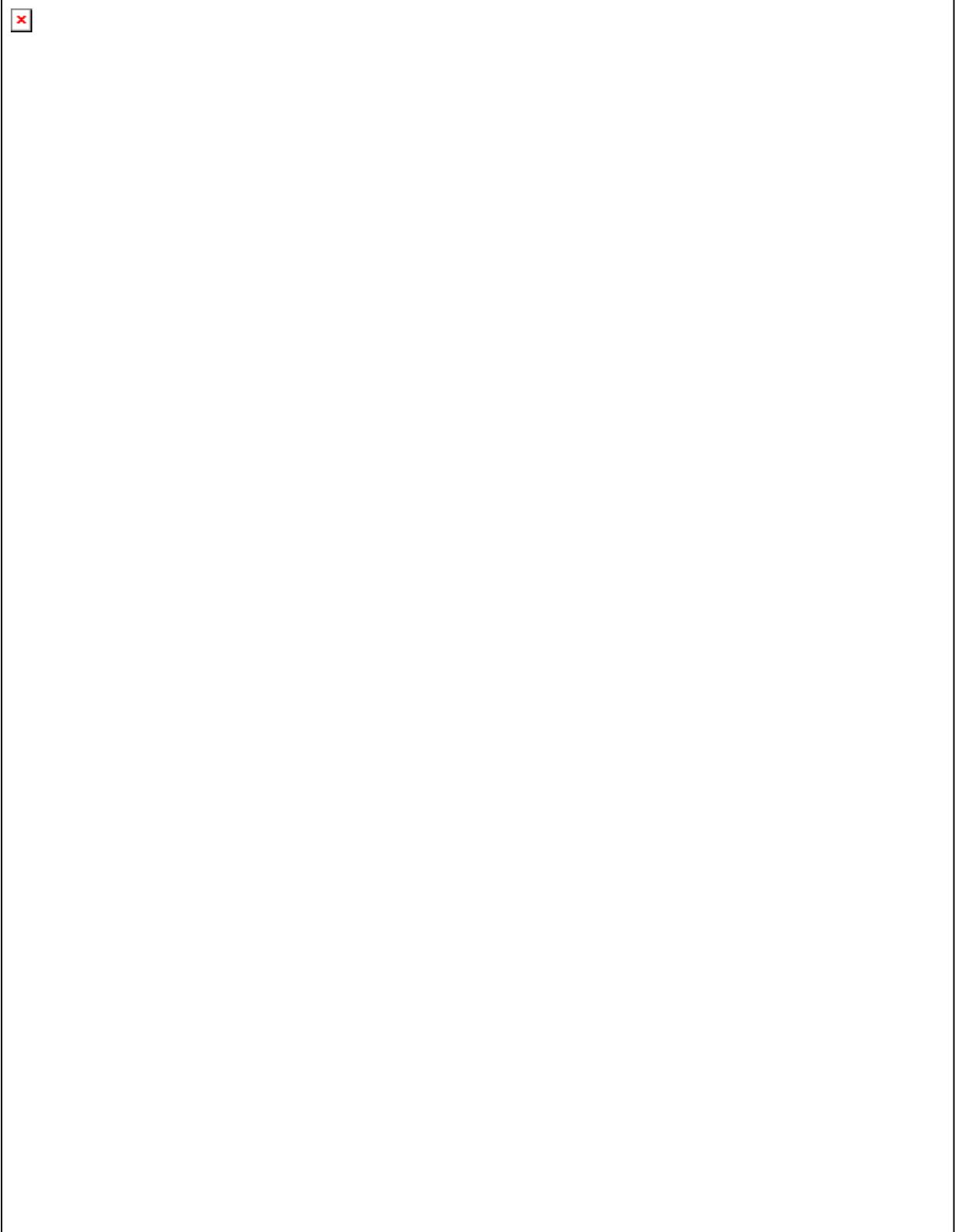
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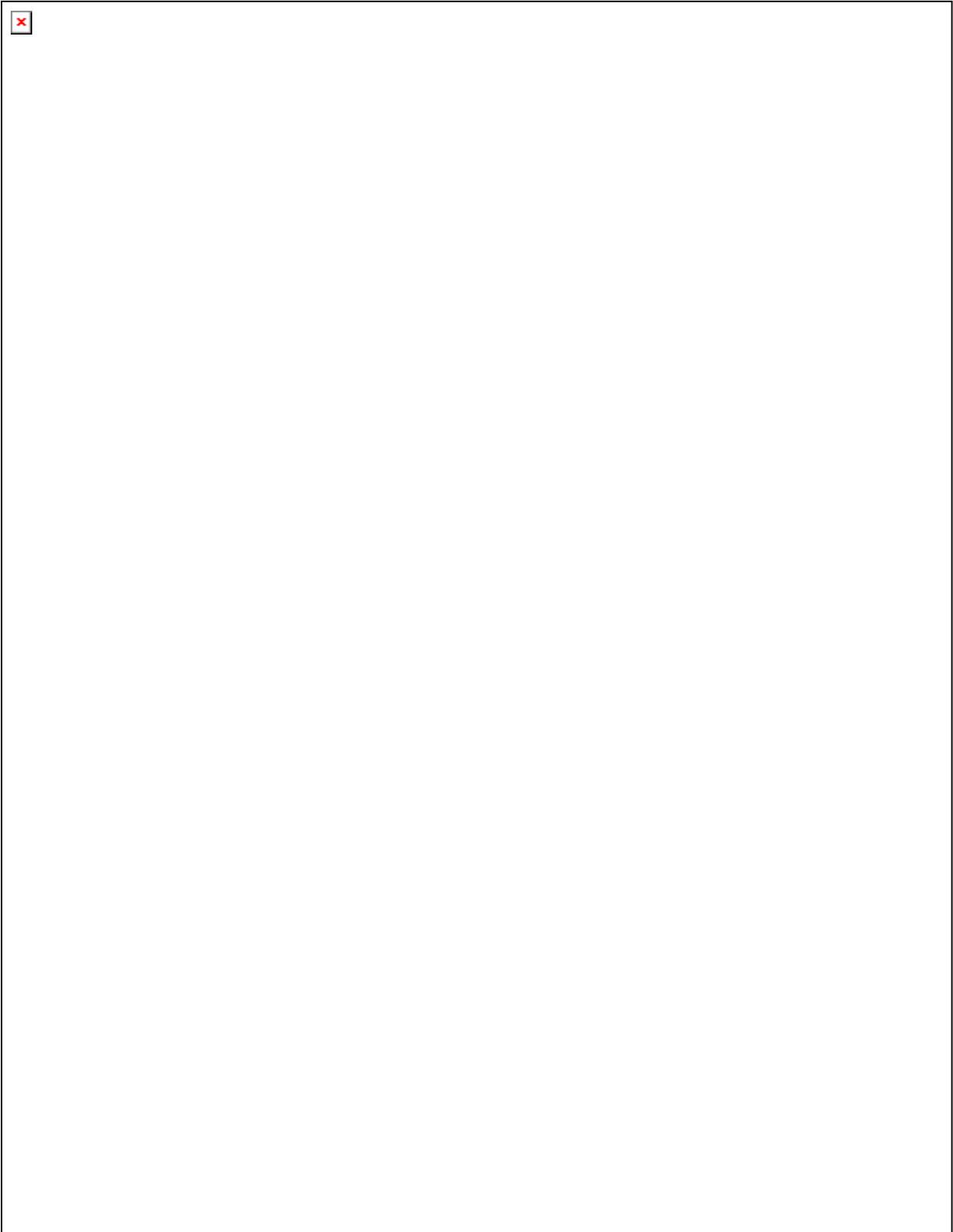
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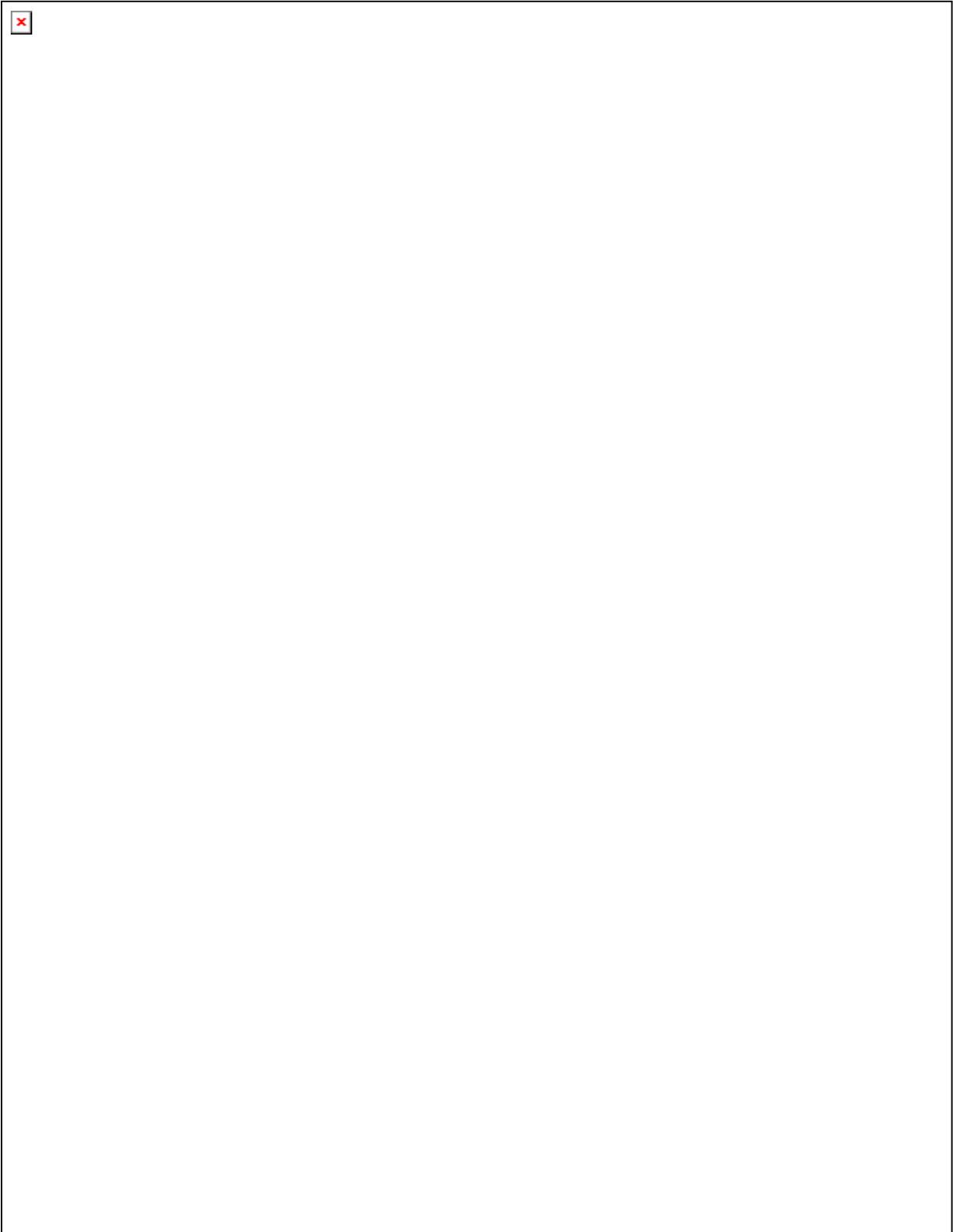
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**Minutes of January 6, 2009  
Mayor and Board of Aldermen**



**Minutes of January 6, 2009  
Mayor and Board of Aldermen**



\*\*\*\*\*

There was no action required or taken regarding Residents of Merinda Lane.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman Lishen and unanimously carried directing the City Attorney to prepare amendments to the Home Occupation ordinance for consideration at the next regular meeting, January 20, 2009.

\*\*\*\*\*

**Minutes of January 6, 2009**  
**Mayor and Board of Aldermen**

The Mayor recognized the City Attorney who apprised the Mayor and Board of Aldermen that Utility Partners, LLC, and Operations Technologies, Inc., were in communication regarding the Declaratory Judgment.

Upon discussion, Alderman Boggs made motion seconded by Alderman Holder and unanimously carried to rescind the Notice to Terminate sent by the City to Utility Partners, LLC.

\*\*\*\*\*

There were no public comments regarding items not appearing on the agenda.

\*\*\*\*\*

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

\*\*\*\*\*

APPROVED:

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

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

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

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

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

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

\_\_\_\_\_  
Alderman Carolyn Anderson, Ward 6

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

ATTEST:

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