

Minutes of May 6, 2009
Mayor and Board of Aldermen

Be it remembered that a recess meeting of 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 Wednesday the 6th day of May, 2009, at 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 recessing the meeting from April 21, 2009. There were present and in attendance on said Board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Allen D. Holder, Jr., Charles Boggs, Richard Notter, Richard Burton, Joseph McNary, Mark Lishen, Carolyn Anderson, City Clerk Rebecca E. Schruoff, and City Attorney James C Simpson, Jr.

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

The recess meeting was called to order and Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to adopt Minute Book number 64 as the next consecutive official minute book of the Mayor and Board of Aldermen.

Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to advertise for bids, "FIRE STATION NUMBER 2", said bids to be opened June 16, 2009.

Alderman Anderson announced that, according to Carol Paola, the first round sidewalk grant (Safe Routes to School) has been funded without matching funds.

Alderman Boggs made motion seconded by Alderman Lishen and unanimously carried to suspend the rules and amend the Municipal Docket to include the following:
Item XII.3. NEW BUSINESS; Personnel Matter

There were no public comments regarding items on the agenda.

Alderman Anderson made motion seconded by Alderman Holder and unanimously carried to approve the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated April 21, 2009.

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Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve the April 23, 2009, minutes of the Planning Commission with exception to final plat approval, The Trace Subdivision and Le Petit Cove Subdivision, and additional action taken, as follows:

The Mayor and Board of Aldermen took up for consideration the matter of final approval for recording of the Plat of THE TRACE SUBDIVISION. After a discussion of the subject, Alderman Lishen offered and moved the adoption of the following Resolution:

RESOLUTION PROVIDING FOR FINAL APPROVAL FOR RECORDING OF THE PLAT OF THE TRACE SUBDIVISION, AS A SUBDIVISION OF THE CITY OF LONG BEACH, MISSISSIPPI, ACCEPTING THE DEDICATION THEREOF, REQUIRING OF THE OWNER OF SAID SUBDIVISION ITS WARRANTY AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS IN AND ABOUT THE CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS AND APPURTENANCES THERETO AND ADJACENT TO SAID SUBDIVISION, PROVIDING FOR SECURITY OF SAID WARRANTY, PROVIDING THAT NO BUILDING PERMITS FOR THE CONSTRUCTION OF OTHER BUILDINGS OR IMPROVEMENTS ON ANY LOT IN SAID SUBDIVISION SHALL ISSUE UNTIL THE OWNERS SHALL HAVE COMPLIED WITH THE PROVISIONS OF THIS RESOLUTION, AND FOR RELATED PURPOSES.

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

1. Habitat for Humanity of the Mississippi Gulf Coast, as owner of that certain land situated and being in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, more particularly described hereinafter in this Resolution, have subdivided the same as THE TRACE SUBDIVISION, the final Plat of which subdivision, and the curbs, drainage and utility easements, (and appurtenances thereto), as laid out, surveyed and platted by Lawrence C. Rumsey, Professional Land Surveyor, for said Owners, according to his certificate executed and delivered thereto dated the 5th day of May, 2009, was dedicated by said Habitat for Humanity of the Mississippi Gulf Coast, by the Certificate and Dedication therein executed and delivered and acknowledged under the date of May 8, 2009; and said Owners have requested of the Governing Body of the Municipality final approval of said Plat of THE TRACE SUBDIVISION, as a Subdivision of said Municipality.
2. The aforesaid Plat of THE TRACE SUBDIVISION was examined and preliminarily approved by the Planning Commission of the Municipality as is reflected by the minutes of the April 23, 2009 meeting of that body.
3. A. Garner Russell & Associates, Inc., Consulting Engineers for the Municipality, have inspected and examined the improvements, sewage collection system, water distribution system, drainage system, and fixtures, equipment and appliances

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appurtenant thereto, constructed and installed by the Owners in the aforesaid subdivision, and said engineers have reported by the letter to the City from David Ball, P.E. dated April 23, 2009 that all of the same are substantially complete and have recommended approval of the plat of said subdivision for recording, and subject to examination and approval of said Plat.

4. The City Attorney has reported to the Governing Body of the Municipality that the form of the aforesaid Plat of THE TRACE SUBDIVISION is in substantial compliance with the subdivision regulations of the Municipality.

5. After a discussion of all of the above, the Governing Body of the Municipality does further find, determine and adjudicate and declare that in the public interest, the aforesaid Plat of THE TRACE SUBDIVISION, and the Owner's certification and Dedication thereon should be accepted and approved for recording, and that the improvements, sewage collection system, drainage system, water distribution system, and all fixtures, equipment and appliances appurtenant thereto in said subdivision may be accepted for public maintenance upon said Owners furnishing the Municipality their warranty against defective workmanship and materials in and about the construction and installation of the same, and furnishing the Municipality security for such warranty to the extent of SIXTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$69,700.00); and providing further that no building permit for the construction or installation of any other improvements or buildings on any lot in said subdivision shall issue until the Owner's compliance with the provisions of this Resolution as hereinafter set forth.

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

SECTION 1. Approval of the Plat for Recording.

The Plat of THE TRACE SUBDIVISION, being a subdivision of that certain parcel of land situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein.

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as laid out, surveyed and platted by Lawrence C. Rumsey, Professional Land Surveyor, according to his Surveyor's Certificate on said Plat dated the 5th day of May, 2009, and containing Lots numbered consecutively 1 through 31 inclusive, and any drainage and utility easements and rights-of-way, or curbs, as indicated thereon, and the Owners' Certificate and Dedication of Habitat for Humanity of the Mississippi Gulf Coast dated May 8, 2009, dedicating the same, be, and the same hereby is, accepted as a subdivision of the City of Long Beach, Mississippi, and said final Plat of THE TRACE SUBDIVISION, is hereby finally approved for recording, subject to the provisions of this Resolution hereinafter contained.

SECTION 2. Acceptance for Public Maintenance.

Curbs, water distribution system, drainage system, and sewage collection system, and fixtures, equipment and appliances appurtenant thereto, constructed and installed in the aforesaid subdivision, are hereby accepted for public maintenance; all subject, however, to the following terms and conditions:

A. Said Owner shall execute and deliver in writing their warranty in favor of the Municipality against defective workmanship and materials for a period of two (2) years from the date of this Resolution, in and about the construction and installation of the improvements in and appurtenant to said THE TRACE SUBDIVISION, including but not limited to the curbs, curb inlets, sidewalks, drainage system, sewage collection system, water distribution system, fire and water hydrants, and any all fixtures, equipment and/or appliances appurtenant to all of the same; such warranty to be executed and delivered to the City by said Owner, and containing the Owner's covenant to indemnify and save harmless the said Municipality from any and all losses, costs, expenses, damages and/or injuries and compensation of any kind and/or character whatsoever, resulting from, arising out of, or in any manner related to any breach of such warranty or warranties, or of any such defects in workmanship and/or materials in and about the fixtures, equipment and/or appliances thereto as aforesaid; all in such form and content as may be approved by the Municipality, acting by and through its Mayor and City Attorney; and

B. The said Owner shall further, at its own cost and expense, furnish the Municipality as security for the warranty and indemnity agreement set out in subsection A of this Section, a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized

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to do business in the State of Mississippi, in the sum and amount of SIXTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$69,700.00) without restrictions.

(1) In the event of any breach of warranty or warranties set out in subsection A above, and in the written warranty or warranties and indemnity agreement delivered to the Municipality, and if the Owner shall not correct the same within a reasonable time, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials or contract to have the same done, and apply the above-mentioned security in payment of all of the same and all costs, expenses, injuries and/or damages whatsoever. In the event that such security be insufficient for such purposes, the said Owner shall make up the difference of funds required to make payment for correcting any defective workmanship and/or materials and paying the cost of all expenses, injuries and/or damages resulting from Owner's breach of warranty, if any, herein required.

(2) The condition of the aforesaid security shall be that said Habitat for Humanity of the Mississippi Gulf Coast and its successors in title or assigns shall well and truly comply with all of the terms and conditions of this Resolution and the written warranty herein specified, and if the aforesaid conditions shall have been complied with, the Municipality, upon the expiration of the aforesaid warranty period without any breach of warranty shall return such security, with interest, if any, to said Owner.

(3) The Owners shall execute and deliver unto the Municipality an appropriate conveyance, or conveyances, of the aforesaid improvements in THE TRACE SUBDIVISION, including but not limited to the aforesaid sewage collection system, water distribution system, fire and water hydrants, and any and all fixtures, equipment, appliances appurtenant thereto, free and clear of any and all liens and/or encumbrances.

SECTION 3. Building Permits in Subdivision.

The aforesaid Plat shall not be filed for record, and no building permit shall issue for the construction of any building or buildings or other improvements whatsoever on any lot or parcel of land in the aforesaid THE TRACE SUBDIVISION, unless and until the

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provisions of Section 2, above, shall have been complied with by said Owner and/or its successors in title and/or assigns.

SECTION 4. Certificate of Approval of Plat.

The Mayor and City Clerk of the Municipality are hereby authorized and directed, for and on behalf of the Municipality, to execute and deliver a certificate of approval for recording of the aforesaid Plat of THE TRACE SUBDIVISION, in substantially the form as set forth on the aforesaid Plat.

SECTION 5. Captions.

The captions to each section of this Resolution are intended solely for easy reference and reading, and shall not be construed to alter or change the meaning of any such section or portion thereof.

SECTION 6. Effective Date.

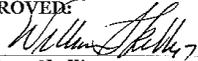
This Resolution shall take effect and be in force from and after its adoption and being spread upon the minutes of the Governing Body of the Municipality.

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

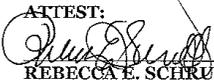
Alderman Allen D. Holder, Jr.	voted: aye
Alderman Richard Notter	voted: aye
Alderman Richard Burton	voted: aye
Alderman Charles Boggs	voted: aye
Alderman Joseph McNary	voted: aye
Alderman Mark Lishen	voted: aye
Alderman Carolyn Anderson	voted: aye

The question having received the affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried and the Resolution adopted and approved this 6th day of May, 2009.

APPROVED:


William Skellie, Jr., Mayor

ATTEST:


REBECCA E. SCHRUFF, City Clerk

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EXHIBIT "A"

INDEXING INSTRUCTIONS:

SW 1/4, OF THE SE 1/4,
OF SECTION 3, T8S, R12W
HARRISON COUNTY, MS.

LEGAL DESCRIPTION:

That certain lot or parcel of land described as being located in and a part of the SW 1/4 of the SE 1/4 of Section 3, Township 8 South, Range 12 West, in Harrison County, Mississippi.

Commencing at the Southwest corner of the Southeast 1/4, of the Southeast 1/4, of Section 3, Township 8 South, Range 12 West, Harrison County, Mississippi; thence run North a distance 626.75 feet to a point in the centerline of Daugherty Road; thence run South 89° 55' 42" West a distance of 21.34 feet to a point on the apparent West margin of Daugherty Road; thence continue South 89° 55' 42" West a distance of 3.66 feet to a point, said point being the POINT OF BEGINNING; thence run South 89° 55' 42" West a distance of 1305.23 feet to a found iron pin; thence run thence run North 00° 18' 57" West a distance of 292.49 feet to a found iron pin; thence run North 89° 55' 42" East a distance of 1226.92 feet to a found iron pin; thence run South 00° 00' 53" West a distance of 100.00 feet to a found iron pin; thence run North 89° 55' 42" East a distance of 76.29 feet to a point on the West margin of Daugherty Road; thence run South and along said West margin a distance of 192.49 feet to the POINT OF BEGINNING; containing 373,297 square feet, or approximately 8.57 acres.

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

INDEMNITY AND OWNER'S WARRANTY OF
COMPLETION AND CONVEYANCE OF
IMPROVEMENTS IN, ON AND UNDER
THE TRACE SUBDIVISION

For good and valuable consideration as hereinafter stated, the receipt of all of which is hereby acknowledged, and in accordance with the terms and provisions of that certain resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), on the 5th day of May, 2009, providing for final approval for recording of the Plat of The Trace as a subdivision of said Municipality, and accepting the dedication thereof and the improvements therein for public maintenance, and of the benefit accruing to the Owner, Habitat for Humanity of the Mississippi Gulf Coast (" Owner" and "warrantor and indemnitor") does hereby covenant and stipulate and agree to and with the Municipality as follows:

1. The undersigned Owner does hereby warrant unto the Municipality that it has substantially completed the construction and installation of all of the improvements in, on and under the easements and property in The Trace Subdivision, dedicated same to the public use forever, all in accordance with the plans and the specifications therefore previously submitted to the Planning Commission of the Municipality, including, but not limited to, paving and improvement of the public streets in said subdivision, curbs and curb inlets, drainage system, water distribution system, sewage collection system, fire and water hydrants, together with all and singular, all pipes, pipelines, culverts, mains, fixtures, the equipment and appliances appurtenant to all of the same; all hereinafter collectively referred to as "Improvements".

2. The undersigned Owner, for the consideration herein above stated, does hereby convey all of the aforesaid improvements to said Municipality free and clear of any and all encumbrances whatsoever, to have and to hold all of the same unto said Municipality, its successors and assigns forever.

3. Said Owner does hereby covenant and warrant unto the said Municipality that said improvements, and the construction and installation thereof, are free and clear of any and all defective workmanship and materials which said warranty shall continue in full force and effect for a period of two (2) years from and after the date of the aforesaid resolution, and the said Owner shall maintain said Improvements in accordance with this warranty.

4. Said Owner does hereby further covenant and agree to, and does hereby, covenant and agree to indemnify and save harmless the Municipality from any and all losses, costs, expenses and/or injuries and damages of any kind and character whatsoever, resulting from, arising out of, or in any manner relating to any breach of the

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aforesaid warranty herein contained, or of any such defects in the workmanship and/or materials in and about the construction and installation of the aforesaid improvements during the period covered by the aforesaid warranty or warranties.

5. As security for the warranty or warranties set forth in paragraphs 3 and 4 above, the Owners have furnished the Municipality a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the aggregate sum of SIXTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$69,700.00) without restrictions to be held, or if a check, deposited by the said Municipality in a special fund to be styled "City of Long Beach, The Trace Security Fund" pending the expiration or termination of the warranty period specified in paragraph 3, above. The warrantor and indemnitor herein does further consent and agree that such instrument/security funds shall be held/deposited as herein above set forth for the purposes herein provided.

6. The condition under which the Municipality shall hold the SIXTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$69,700.00) cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi above mentioned in paragraph 5, above, is that:

(A) In the event of any breach of warranty or warranties set out in paragraphs 3 and 4, above, and if the Owner shall not correct the same within a reasonable time after notice from the Municipality to Owner, if any, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials, or contract to have the same done, and apply the said security in payment of the same and all costs, expenses, losses, injuries and/or damages incurred thereby. In the event that such security may be insufficient for such purposes, the Owner shall pay the difference of funds required to make payment for correcting the defective workmanship and/or materials and for all costs, expenses, losses, injuries and/or damages resulting from Owner's breach of warranty, if any, herein required.

(B) If said Owners, and/or their successors in title or assigns shall well and truly comply with all of the terms and conditions of the aforesaid resolution and of the warranty or warranties and of the indemnity agreement herein specified; and if the aforesaid conditions shall have been complied with by the Owner, the Municipality, upon the expiration of the aforesaid warranty period, without any breach of warranty, shall return the letter of credit or funds representing such security to said Owners.

7. In the event that the Municipality be reasonably required to litigate its claim for reimbursement of costs, losses, expenses, damages, injuries and/or compensation, resulting from any breach of warranty or indemnity hereunder, said Owner further covenants and agrees to pay the Municipality's reasonable costs and attorneys fees incurred thereby.

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THIS the _____ day of _____, 2009.

Habitat for Humanity of the Mississippi Gulf
Coast

By: _____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2009, within my jurisdiction, the within named _____, who acknowledged he/she/ they are the _____ of Habitat for Humanity of the Mississippi Gulf Coast, owner of that parcel of land known as The Trace Subdivision and that he/she/they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

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The Mayor and Board of Aldermen took up for consideration the matter of final approval for recording of the Plat of LE PETIT COVE SUBDIVISION. After a discussion of the subject, Alderman Holder offered and moved the adoption of the following Resolution:

RESOLUTION PROVIDING FOR FINAL APPROVAL FOR RECORDING OF THE PLAT OF LE PETIT COVE SUBDIVISION, AS A SUBDIVISION OF THE CITY OF LONG BEACH, MISSISSIPPI, ACCEPTING THE DEDICATION THEREOF, REQUIRING OF THE OWNER OF SAID SUBDIVISION ITS WARRANTY AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS IN AND ABOUT THE CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS AND APPURTENANCES THERETO AND ADJACENT TO SAID SUBDIVISION, PROVIDING FOR SECURITY OF SAID WARRANTY, PROVIDING THAT NO BUILDING PERMITS FOR THE CONSTRUCTION OF OTHER BUILDINGS OR IMPROVEMENTS ON ANY LOT IN SAID SUBDIVISION SHALL ISSUE UNTIL THE OWNERS SHALL HAVE COMPLIED WITH THE PROVISIONS OF THIS RESOLUTION, AND FOR RELATED PURPOSES.

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

1. Southern Paradise, LLC, as owner of that certain land situated and being in Lots 7, 8, 9, and a part of Lots 10, 11, 12, 13 and 14, Russell Subdivision of Lot 16 of Seal Subdivision, and a part of the northeast $\frac{1}{4}$ of the northwest $\frac{3}{4}$ of the southwest quarter lying north of Pineville Road and east of Drainage Canal No. 1, all in Section 11 Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, more particularly described hereinafter in this Resolution, has subdivided the same as LE PETIT COVE SUBDIVISION, the final Plat of which subdivision, and the curbs, drainage and utility easements, (and appurtenances thereto), as laid out, surveyed and platted by Sheldon J. Babischkin, P. L.S., for said Owner, according to his certificate executed and delivered thereto dated the 8th day of May, 2009, was dedicated by said Southern Paradise, LLC by the Certificate and Dedication therein executed and delivered and acknowledged under the date of May 8, 2009; and said Owner has requested of the Governing Body of the Municipality final approval of said Plat of LE PETIT COVE SUBDIVISION, as a Subdivision of said Municipality.

2. The aforesaid Plat of LE PETIT COVE SUBDIVISION was examined and preliminarily approved by the Planning Commission of the Municipality as is reflected by the minutes of the April 23, 2009 meeting of that body.

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3. A. Garner Russell & Associates, Inc., Consulting Engineers for the Municipality, have inspected and examined the improvements, sewage collection system, water distribution system, drainage system, and fixtures, equipment and appliances appurtenant thereto, constructed and installed by the Owners in the aforesaid subdivision, and said engineers have reported that all of the same are, except for the "punch list items" referred to by the letter to the City from David Ball, P.E. dated April 23, 2009, substantially complete and have recommended upon the owner posting a bond in the amount of \$3,750.00, approval of the plat of said subdivision for recording, and subject to examination and approval of said Plat.

4. The City Attorney has reported to the Governing Body of the Municipality that the form of the aforesaid Plat of LE PETIT COVE SUBDIVISION is in substantial compliance with the subdivision regulations of the Municipality.

5. After a discussion of all of the above, the Governing Body of the Municipality does further find, determine and adjudicate and declare that in the public interest, the aforesaid Plat of LE PETIT COVE SUBDIVISION, and the Owners' certification and Dedication thereon should be accepted and approved for recording, and that the improvements, sewage collection system, drainage system, water distribution system, and all fixtures, equipment and appliances appurtenant thereto in said subdivision may be accepted for public maintenance upon said Owners furnishing the Municipality their warranty against defective workmanship and materials in and about the construction and installation of the same, and furnishing the Municipality security for such warranty to the extent of FORTY FIVE THOUSAND SIX HUNDRED DOLLARS (\$45,600.00); and providing further that no building permit for the construction or installation of any other improvements or buildings on any lot in said subdivision shall issue until the Owners' compliance with the provisions of this Resolution as hereinafter set forth.

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

SECTION 1. Approval of the Plat for Recording.

The Plat of LE PETIT COVE SUBDIVISION, being a subdivision of that certain parcel of land being in Lots 7, 8, 9, and a part of Lots 10, 11, 12, 13 and 14, Russell Subdivision of Lot 16 of Seal Subdivision, and a part of the northeast $\frac{1}{4}$ of the northwest

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¼ of the southwest quarter lying north of Pineville Road and east of Drainage Canal No. 1, all in Section 11, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein.

as laid out, surveyed and platted by Sheldon J. Babischkin, P. L. S., according to his Surveyor's Certificate on said Plat dated the **8th day of May, 2009**, and containing Lots numbered consecutively 1 through 20 inclusive, and commercial lot, and any drainage and utility easements and rights-of-way, or curbs, as indicated thereon, and the Owners' Certificate and Dedication of Southern Paradise, LLC dated **May 8, 2009**, dedicating the same, be, and the same hereby is, accepted as a subdivision of the City of Long Beach, Mississippi, and said final Plat of LE PETIT COVE SUBDIVISION, is hereby finally approved for recording, subject to the provisions of this Resolution hereinafter contained.

SECTION 2. Acceptance for Public Maintenance.

Curbs, water distribution system, drainage system, and sewage collection system, and fixtures, equipment and appliances appurtenant thereto, constructed and installed in the aforesaid subdivision, are hereby accepted for public maintenance; all subject, however, to the following terms and conditions:

A. Said Owners shall execute and deliver in writing their warranty in favor of the Municipality against defective workmanship and materials for a period of two (2) years from the date of this Resolution, in and about the construction and installation of the improvements in and appurtenant to said LE PETIT COVE SUBDIVISION, including but not limited to the curbs, curb inlets, sidewalks, drainage system, sewage collection system, water distribution system, fire and water hydrants, and any all fixtures, equipment and/or appliances appurtenant to all of the same; such warranty to be executed and delivered to the City by said Owners, and containing the Owners' covenant to indemnify and save harmless the said Municipality from any and all losses, costs, expenses, damages and/or injuries and compensation of any kind and/or character whatsoever, resulting from, arising out of, or in any manner related to any breach of such warranty or warranties, or of any such defects in workmanship and/or materials in and about the fixtures, equipment and/or

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appliances thereto as aforesaid; all in such form and content as may be approved by the Municipality, acting by and through its Mayor and City Attorney; and

B. The said Owners shall further, at their own cost and expense, furnish the Municipality as security for the warranty and indemnity agreement set out in subsection A of this Section, a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the sum and amount of FORTY FIVE THOUSAND SIX HUNDRED DOLLARS (\$45,600.00) without restrictions.

(1) In the event of any breach of warranty or warranties set out in subsection A above, and in the written warranty or warranties and indemnity agreement delivered to the Municipality, and if the Owners shall not correct the same within a reasonable time, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials or contract to have the same done, and apply the above-mentioned security in payment of all of the same and all costs, expenses, injuries and/or damages whatsoever. In the event that such security be insufficient for such purposes, the said Owners shall make up the difference of funds required to make payment for correcting any defective workmanship and/or materials and paying the cost of all expenses, injuries and/or damages resulting from Owners' breach of warranty, if any, herein required.

(2) The condition of the aforesaid security shall be that said Leon Long and David Allen, and their successors in title or assigns shall well and truly comply with all of the terms and conditions of this Resolution and the written warranty herein specified, and if the aforesaid conditions shall have been complied with, the Municipality, upon the expiration of the aforesaid warranty period without any breach of warranty shall return such security, with interest, if any, to said Owners.

(3) The Owners shall execute and deliver unto the Municipality an appropriate conveyance, or conveyances, of the aforesaid improvements in LE PETIT COVE SUBDIVISION, including but not limited to the aforesaid sewage collection system, water distribution system, fire and water hydrants,

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and any and all fixtures, equipment, appliances appurtenant thereto, free and clear of any and all liens and/or encumbrances.

(C) The said Owners shall further, at their sole cost and expense, furnish the Municipality as security for the completion within one year of those items designated and /or referred to in the letter of David Ball, P.E. to the City dated April 23, 2009 as being incomplete as of the date of said letter, their Completion, a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the sum and amount of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) without restrictions.

(1) In the event Owners fail to complete those items referred to in paragraph © above within one year, the Municipality, at its sole discretion, may complete said items or contract to have the same done, and apply the above-mentioned security in payment of all of the same and all costs, expenses, injuries and/or damages whatsoever. In the event that such security be insufficient for such purposes, the said Owners shall make up the difference of funds required to make payment for completion of said work and paying the cost of all expenses, injuries and/or damages resulting from Owners' failure to timely complete same.

(2) The condition of the aforesaid security shall be that said Southern Paradise, LLC , and their successors in title or assigns shall complete the herein above described improvements to the satisfaction of the City engineer, to be evidenced by such engineer's written certification; and if the aforesaid conditions shall have been complied with, the Municipality, upon the completion of all such items and receipt of written certification by the City's engineer of satisfactory completion of same, shall return such security, with interest, if any, to said Owners.

SECTION 3. Building Permits in Subdivision.

The aforesaid Plat shall not be filed for record, and no building permit shall issue for the construction of any building or buildings or other improvements whatsoever on any lot or parcel of land in the aforesaid LE PETIT COVE SUBDIVISION, unless and until the

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provisions of Section 2, above, shall have been complied with by said Owners and/or their successors in title and/or assigns.

SECTION 4. Certificate of Approval of Plat.

The Mayor and City Clerk of the Municipality are hereby authorized and directed, for and on behalf of the Municipality, to execute and deliver a certificate of approval for recording of the aforesaid Plat of LE PETIT COVE SUBDIVISION, in substantially the form as set forth on the aforesaid Plat.

SECTION 5. Captions.

The captions to each section of this Resolution are intended solely for easy reference and reading, and shall not be construed to alter or change the meaning of any such section or portion thereof.

SECTION 6. Effective Date.

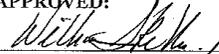
This Resolution shall take effect and be in force from and after its adoption and being spread upon the minutes of the Governing Body of the Municipality.

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

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

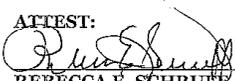
The question having received the affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried and the Resolution adopted and approved this 6th day of May, 2009.

APPROVED:



William Skellie, Jr., Mayor

ATTEST:



REBECCA E. SCHRUFF, City Clerk

Minutes of May 6, 2009
Mayor and Board of Aldermen

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in all of Lots 7, 8, 9, and a part of Lots 10,11, 12, 13, and 14, Russell Subdivision of Lot 16 of Seal Subdivision and part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of Pineville Road (formerly known as Three Knotch Road or Long Beach Pineville Road), and East of Drainage Canal No. 1, all in Section 11, Township 8 South, Range 12 West, City of Long Beach, First Judicial District, Harrison County, Mississippi, being more particularly described as follows,

For the POINT OF BEGINNING, commence at the Northeast corner of Lot 7 of said Russell Subdivision, as recorded in Plat Book 9, Page 23, in the Office of the Chancery Clerk, First Judicial District, City of Gulfport, Harrison County, Mississippi; thence run South 01°07'35" East for a distance of 30.00 feet to a point; thence run South 00°20'30" East, for a distance of 305.80 feet to a point; thence run East for a distance of 14.04 feet to a point; thence run South 00°15'30" West for a distance of 135.00 feet to a point; thence run North 87°12'34" West, for a distance of 154.66 feet to a point; thence run South 03°19'20" West, for a distance of 185.48 feet to a point; thence run North 86°29'21" West, for a distance of 122.33 feet to a point; thence run North 67°40'45" West, for a distance of 113.10 feet to a point; thence run South 44°31'06" West, for a distance of 77.98 feet to a point; thence run North 86°29'21" West, for a distance of 31.50 feet to a point on the Northerly margin of Pineville Road; thence run along the Northerly margin of Pineville Road the following bearings and distances to wit; North 57°32'29" West 50.74 feet; North 63°50'06" West 22.25 feet and North 53°42'14" West, 115.16 feet to a point; thence run North 32°46'44" East for a distance of 24.47 feet to a point; thence run North 52°19'33" West for a distance of 122.01 feet to a point on the Easterly margin of Drainage Canal No. 1; thence run North 31°36'11" East along said Easterly margin for a distance of 532.77 feet to a point; thence run South 89°39'57" East, for a distance of 421.96 feet to the POINT OF BEGINNING, containing approximately 343,047 Square Feet or 7.88 Acres, approximately.

Minutes of May 6, 2009
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON

INDEMNITY AND OWNER'S WARRANTY OF
COMPLETION AND CONVEYANCE OF
IMPROVEMENTS IN, ON AND UNDER
LE PETIT COVE

For good and valuable consideration as hereinafter stated, the receipt of all of which is hereby acknowledged, and in accordance with the terms and provisions of that certain resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), on the 5th day of May, 2009, providing for final approval for recording of the Plat of Le Petit Cove as a subdivision of said Municipality, and accepting the dedication thereof and the improvements therein for public maintenance, and of the benefit accruing to the Owner, Southern Paradise, LLC does hereby covenant and stipulate and agree to and with the Municipality as follows:

1. The undersigned Owner does hereby warrant unto the Municipality that it has substantially completed the construction and installation of all of the improvements in, on and under the easements and property in Le Petit Cove Subdivision, dedicated same to the public use forever, all in accordance with the plans and the specifications therefore previously submitted to the Planning Commission of the Municipality, including, but not limited to, paving and improvement of the public streets in said subdivision, curbs and curb inlets, drainage system, water distribution system, sewage collection system, fire and water hydrants, together with all and singular, all pipes, pipelines, culverts, mains, fixtures, the equipment and appliances appurtenant to all of the same; all hereinafter collectively referred to as "Improvements".

2. The undersigned Owner for the consideration herein above stated, does hereby convey all of the aforesaid improvements to said Municipality free and clear of any and all encumbrances whatsoever, to have and to hold all of the same unto said Municipality, its successors and assigns forever.

3. Said Owner does hereby covenant and warrant unto the said Municipality that said improvements, and the construction and installation thereof, are free and clear of any and all defective workmanship and materials, except for those items specified by the punchlist set forth in the letter dated April 23, 2009, from David Ball, P.E. to The City of Long Beach, a true and correct copy of which letter is attached hereto as Exhibit "A" and incorporated herein, which items, conditions and/or deficiencies set forth in said punch list Owners do hereby agree to correct, complete and/or repair to the satisfaction of David Ball, P.E., acting for and on behalf of the City of Long Beach, Mississippi, as its engineer, which said warranty shall continue in full force and effect for a period of two (2) years from and after the date of the aforesaid resolution, and which warranty shall

Minutes of May 6, 2009

Mayor and Board of Aldermen

include those corrected punch list items as and when corrected, completed and/or repaired, during which warranty the said Owner shall maintain said Improvements in accordance with this warranty.

4. Said Owner does hereby further covenant and agree to, and does hereby, covenant and agree to indemnify and save harmless the Municipality from any and all losses, costs, expenses and/or injuries and damages of any kind and character whatsoever, resulting from, arising out of, or in any manner relating to any breach of the aforesaid warranty herein contained, or of any such defects in the workmanship and/or materials in and about the construction and installation of the aforesaid improvements during the period covered by the aforesaid warranty or warranties.

5. As security for the warranty or warranties set forth in paragraphs 3 and 4 above, the Owner has furnished the Municipality a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the aggregate sum of FORTY FIVE THOUSAND SIX HUNDRED DOLLARS (\$45,600.00) without restrictions to be held, or if a check, deposited by the said Municipality in a special fund to be styled "City of Long Beach, Le Petit Cove Security Fund" pending the expiration or termination of the warranty period specified in paragraph 3, above. The warrantor and indemnitor herein does further consent and agree that such instrument/security funds shall be held/deposited as herein above set forth for the purposes herein provided.

6. The condition under which the Municipality shall hold the FORTY FIVE THOUSAND SIX HUNDRED DOLLARS (\$45,600.00) cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi above mentioned in paragraph 5, above, is that:

(A) In the event of any breach of warranty or warranties set out in paragraphs 3 and 4, above, and if the Owner shall not correct the same within a reasonable time after notice from the Municipality to Owner, if any, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials, or contract to have the same done, and apply the said security in payment of the same and all costs, expenses, losses, injuries and/or damages incurred thereby. In the event that such security may be insufficient for such purposes, the Owner shall pay the difference of funds required to make payment for correcting the defective workmanship and/or materials and for all costs, expenses, losses, injuries and/or damages resulting from Owner's breach of warranty, if any, herein required.

(B) If said Owner, and/or its successors in title or assigns shall well and truly comply with all of the terms and conditions of the aforesaid resolution and of the warranty or warranties and of the indemnity agreement herein specified; and if the aforesaid conditions shall have been complied with by the Owner, the Municipality, upon the expiration of the aforesaid warranty period, without any breach of warranty, shall return the letter of credit or funds representing such security to said Owner.

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Mayor and Board of Aldermen

7. As security for the guarantee of completion set forth in paragraph 3 above, the Owner has furnished the Municipality a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the aggregate sum of THREE THOUSAND SEVEN HUNDRED FIFTY Dollars (\$3,750.00) without restrictions, to be held, or if a check, deposited by the said Municipality in a special fund to be styled "City of Long Beach, Le Petit Cove Completion Guaranty Security Fund" pending the completion and/or repair of deficiencies, work, items and/or conditions specified therein, or expiration of the completion period of one year. The warrantor and indemnitor do further consent and agree that such instrument/security funds shall be held/deposited as herein above set forth for the purposes herein provided.

8. The condition under which the Municipality shall hold the \$3,750.00 above mentioned in paragraph 7, above, is that:

(A) In the event the Owner shall fail to construct, repair, correct and/or remedy to the satisfaction of the City's engineer any of those conditions, deficiencies, or work set forth as items in Exhibit "A" hereto within twelve (12) months from adoption by the City of Long Beach, Mississippi, providing for final approval of Le Petit Cove, the Municipality, at its sole discretion, may correct any such item or contract to have the same done, and apply that part of the said security attributable to same as set forth in Exhibit "A" hereto in payment of the same and all costs, expenses, losses, injuries and/or damages incurred thereby. In the event that such security may be insufficient for such purposes, the Owner shall pay the difference of funds required to make payment for correcting the "item" to the satisfaction of the City's engineer and for all costs, expenses, losses, injuries and/or damages resulting from Owner'S breach of warranty, if any, herein required.

(B) If said Owner, and/or it's successors in title or assigns shall well and truly comply with all of the terms and conditions of the aforesaid resolution and complete the construction, repair, correction and/or remedy to the satisfaction of the City's engineer of all of those conditions, deficiencies, or work set forth as items in Exhibit "A" hereto within twelve (12) months from adoption by the City of Long Beach, Mississippi, providing for final approval of Le Petit Cove the Municipality, upon the expiration of the aforesaid completion period, without any breach of warranty, shall return the letter of credit or funds representing such security to said Owner. If the Municipality is required to perform any such repair, correction and/or remedy of any of those conditions, deficiencies, or work set forth as items in Exhibit "A" hereto, then the cost of such repair, correction and/or remedy shall be deducted from such security and retained by the City.

9. In the event that the Municipality be reasonably required to litigate its claim for reimbursement of costs, losses, expenses, damages, injuries and/or compensation, resulting from any breach of warranty or indemnity hereunder, said Owner further

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

covenants and agrees to pay the Municipality's reasonable costs and attorneys fees incurred thereby.

THIS the _____ day of _____, 2009.

Southern Paradise, LLC

By: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2009, within my jurisdiction, the within named _____, who acknowledged he/she they are the Member(s)/ Manager(s) of Southern Paradise, LLC, owner of that parcel of land known as Le Petit Cove Subdivision and that he/she/they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

Minutes of May 6, 2009
Mayor and Board of Aldermen

Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve the April 29, 2009, Port Commission minutes, as submitted. It was noted for the record that the Port Commission authorized advertisement for bids, "CONSTRUCT HARBOR MASTER BUILDING", said bids to be opened June 16, 2009.

Alderman Burton made motion seconded by Alderman Anderson and unanimously carried to approve payment of invoices as listed in Docket of Claims number 050509.

Fire Chief George Bass reported that training has been provided to emergency personnel regarding safeguards from swine flu.

The Mayor reported that the city received reduced flood insurance rates.

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

- Retirement - Lieutenant Mark Scafide effective May 31, 2009;
- Resignation – Firefighter Clayton Franklin effective April 16, 2009;
- Resignation – Firefighter Jimmy Steube effective May 15, 2009;
- Transfer – Dispatcher Richard Lenormand to Firefighter 1st Class, FS9-Basic, effective June 1, 2009;
- Promotion – Driver/Operator Jared Allen, FS-10-V, effective June 1, 2009;
- Promotion – Driver/Operator Brandon Bates, FS-10-II, effective June 1, 2009;
- Promotion – Driver/Operator George Byrd, FS-10-II, effective June 1, 2009;
- Promotion – Driver/Operator John Byrd, FS-10-III, effective June 1, 2009;
- Promotion – Driver/Operator Jeremy Damiens, FS-10-II, effective June 1, 2009;
- Promotion – Driver/Operator Jake Heinrichs, FS-10-V, effective June 1, 2009;
- Promotion – Lieutenant Jared McGill, FS-12-II, effective June 1, 2009;
- Promotion – Drive/Operator Dane McGoey, FS-10-IV, effective June 1, 2009;
- Promotion – Driver/Operator Josh Rutledge, FS-10-IV, effective June 1, 2009;
- Promotion – Driver/Operator Richard Scott, FS-10-III, effective June 1, 2009;
- Step Increase – Lieutenant Tim Darden, FS-12-II, effective June 1, 2009;

Minutes of May 6, 2009
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Step Increase – Lieutenant Neal Gatian, FS-12-II, effective June 1, 2009;

Step Increase – Lieutenant Darren Koenenn, FS-12-II, effective June 1, 2009;

Step Increase - Lieutenant Jason Smith, FS-12-II, effective June 1, 2009.

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

The motion carried upon the affirmative voice vote of a majority of the Aldermen present and voting, with Alderman Burton voting “Nay”.

Alderman McNary made motion seconded by Alderman Boggs and unanimously carried to approve Change Order Numbers 1, 2, and 3, City Hall Project, authorizing the Mayor to execute same, as follows:

Minutes of May 6, 2009 Mayor and Board of Aldermen



GULF COAST OFFICE
2546 Beach Blvd, Ste. 100
Biloxi, Mississippi 39631

228 594 2200
FAX 228 594 2020
EMAIL info@jbhm.com

May 1, 2009

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

RE: LONG BEACH NEW CITY HALL – CHANGE ORDERS 001 AND 002

Dear Mayor Skellie:

Along with Pay Application No. One, Starks Contracting Company has submitted two Change Order requests. In addition to the submitted documentation, I have summarized the reason(s) for each request below:

- Change Order 1: No request for additional compensation; Time extension request for 5 days.
 - The contract documents anticipated five weather days during March; however, due to unusually severe weather the construction schedule was impacted for 8 days: March 14, 15, 16, 24, 26, 27, 28, and 31, 2009.
 - A broken city water main prevented access to the project site for 2 days on March 8 and 9, 2009.
- Change Order 2: Request for \$1,000.00 in additional compensation; Time extension request for 1 day.
 - In performing excavation on-site, the Contractor discovered 110 rubber tires under the location of the new building slab. The removal of these tires required an additional disposal fee and refuse container.

I have reviewed these proposed change orders and find each request to be in order and appropriate. Enclosed you will find 4 copies of the above mentioned Change Orders. Please sign all 4 copies and return all copies to our JBHM – Biloxi Office for further processing. We will mail you a fully executed copy.

Should you have additional questions concerning these change orders, please do not hesitate to contact me.

Sincerely,

Glenn Currie, AIA
Principal, JBHM Architects

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

OFFICES
Biloxi
Columbus
Jackson
Tupelo

PARTNERS
JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
MICHAEL GREY JONES, AIA

PRINCIPALS
JACK W. BALLARD, AIA
GLENN CURRIE, AIA

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

Long Beach New City Hall – CO 001 and 002
May 1, 2009
Page 2

Enclosures: Change Order Number 001 (AIA Document G701)
CO 001 substantiation, dated April 7, 2009
Change Order Number 002 (AIA Document G701)
CO 002 substantiation, dated April 8, 2009

cc: Chris Guttierrez – Starks Contracting Company
Ann Frazier – Jimmy Gouras and Associates
David Vicknair – Broaddus and Associates
Glenn Currie / Herman Holifield – JBHM
JBHM #07123.07

Minutes of May 6, 2009 Mayor and Board of Aldermen



Change Order

PROJECT (Name and address): City of Long Beach City Hall Long Beach, Mississippi	CHANGE ORDER NUMBER: 001 DATE: April 17, 2009	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Starks Contracting Company, LLC 1538 Poppys Ferry Road Biloxi, MS 39540	ARCHITECT'S PROJECT NUMBER: 07123 CONTRACT DATE: January 28, 2009 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Inclement weather/rained 2/18, 21 and 3/14, 15, 16, 24, 26, 27, 28 & 31; delay because of broken city water main 3/8 & 9, 2009.
Requesting contract time be extended five (5) days

The original Contract Sum was	\$ 4,396,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,396,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 4,396,000.00

The Contract Time will be increased by Five (5) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 21, ~~2010~~ 2010

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

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

JBHM Architects, P.A. ARCHITECT (Firm name)	Starks Contracting Company, LLC CONTRACTOR (Firm name)	City of Long Beach OWNER (Firm name)
2548 Beach Blvd., Suite 100 Biloxi, Mississippi 39531 ADDRESS	1538 Poppys Ferry Road Biloxi, MS 39540 ADDRESS	645 Klondyke Road Long Beach, MS 39560 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
David Glenn Currie (Typed name)	John Starks (Typed name)	William Skellie Jr. (Typed name)
9.24.09 DATE	DATE	DATE

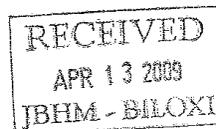
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Minutes of May 6, 2009
Mayor and Board of Aldermen



STARKS CONTRACTING CO., INC
1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

April 7, 2009



City of Long Beach
c/o JBHM Architects, PA
2548 Beach Boulevard, Suite 100
Biloxi, MS 39531-4721

Fax: 228/594-2020

RE: 07123 Long Beach New City Hall
201 Jeff Davis Avenue
Long Beach, Mississippi

Dear Sir or Madam:

Since beginning construction on February 16, 2009 and continuing through March 31, 2009, work has been delayed or curtailed ten (10) days as a result of inclement weather (rain February 18, & 21; & March 14, 15, 16, 24, 26, 27, 28, & 31). Because of this weather, the project has been delayed by three (3) days.

In addition to the above, the project was delayed for two (2) days (March 8 & 9) because of a broken city water main. The leaking main flooded the work site and prevented access to the site for two days.

As a result of these delays in the work for the Long Beach New City Hall, we request that the contract time be extended by five (5) days. As always, we will continue to do everything in our power to assure timely completion of this project. Yet, we feel this extension request is now necessary and justified.

We look forward to your acceptance of our request and the satisfactory completion of the project.

Sincerely,

John A. Starks, Jr.
Secretary/Treasurer

N:\OBS\801\0650\609 LongBeachCityHall\TX\809001 word



Minutes of May 6, 2009 Mayor and Board of Aldermen



Change Order

PROJECT (Name and address): 07123 City of Long Beach City Hall Long Beach, Mississippi	CHANGE ORDER NUMBER: 002 DATE: May 01, 2009	OWNER: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Starks Contracting Company, LLC 1538 Poppas Ferry Road Biloxi, MS 39540	ARCHITECT'S PROJECT NUMBER: 07123 CONTRACT DATE: January 28, 2009 CONTRACT FOR: General Construction	ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Furnishing all labor and material necessary to remove/dispose of 110 rubber tires found underground during the removal of the existing concrete water tower foundation, for the sum of One Thousand and 00/100 Dollars.

The original Contract Sum was	\$ 4,396,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,396,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,000.00
The new Contract Sum including this Change Order will be	\$ 4,397,000.00

The Contract Time will be increased by One (1) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 22, 2010

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

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

JBHM Architects, P.A. <i>ARCHITECT (Firm name)</i>	Starks Contracting Company, LLC <i>CONTRACTOR (Firm name)</i>	City of Long Beach <i>OWNER (Firm name)</i>
2548 Beach Blvd., Suite 100, Biloxi, Mississippi 39531 <i>ADDRESS</i>	1538 Poppas Ferry Road, Biloxi, MS 39540 <i>ADDRESS</i>	645 Klondyke Road, Long Beach, MS 39560 <i>ADDRESS</i>
 <i>BY (Signature)</i>	 <i>BY (Signature)</i>	 <i>BY (Signature)</i>
David Glenn Currie, AIA <i>(Typed name)</i>	John Starks <i>(Typed name)</i>	William Skellie, Jr. <i>(Typed name)</i>
5.1.09 <i>DATE</i>	 <i>DATE</i>	 <i>DATE</i>

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Minutes of May 6, 2009
Mayor and Board of Aldermen



STARKS CONTRACTING CO., INC.
1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

TITLE: Remove/Dispose of Rubber Tires
PROJECT: 609
609 - Long Beach New City Hall
TO: Attn: Ryan Florreich
JBHM Architects, PA
2548 Beach Boulevard, Suite 100
Biloxi, MS 39531
Phone:228/594-2200 Fax:228/594-2020

PROPOSED CHANGE ORDER
NO. 2
DATE: 04/08/2009
JOB: 609
CONTRACT/PO: 07123
ORIG: Concealed Condition

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor and material necessary to remove/dispose of (110ea.) rubber tires found underground during the removal of the existing concrete water tower foundation for the sum of ONE THOUSAND, AND AND 00/100 DOLLARS.

The time required to complete these changes will be one (1) day from the date of approval. If accepted this will extend the contract time by this time.

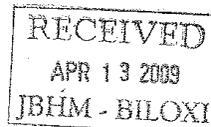
Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Remove/Dispose of Rubber Tires		1,000	LS	1,000.00	1,000.00
Total:						\$1,000.00

Payment shall be made in accordance with the original contract documents.

If accepted, this proposal shall become a part of the original contract between OWNER and STARKS CONTRACTING CO., INC., as though originally specified therein and, as such, shall be subject to the requirements, conditions, rights and remedies previously agreed to.

This proposal may be withdrawn by us if not accepted within thirty (30) days.

CC: File



APPROVAL

By: Christopher P. Gutierrez
Christopher P. Gutierrez

By: _____

Date: 04/08/2009

Date: _____



Minutes of May 6, 2009 Mayor and Board of Aldermen

ESTIMATE RECAPITULATION

Project: New City Hall - City of Long Beach
 Location: Long Beach, MS
 Architect/Engineer: JBHM Architects

Estimate #1
 Sheet #C-2
 Date: 04/07/09

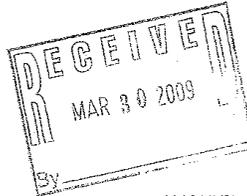
DESCRIPTION	QU.	UNIT	PRICE	MATERIAL/SUB COST	PRICE	LABOR COST	TOTAL COST
(Add)Haul/Dispose Rubber Tires - Alt.#2							
Haul/Dispose Rubber Tires	1	LS	710.00	710.00	100.00	100.00	810.00
SUB-TOTAL ALT.#2				710.00		100.00	810.00
LABOR BURDEN		40%				40.00	40.00
						140.00	850.00
TAXES, BONDS, & FEES		8%					68.00
							918.00
OVERHEAD & PROFIT		10%					91.80
TOTAL ALT.#2							1009.80

Minutes of May 6, 2009 Mayor and Board of Aldermen

Delta Sanitation
P.O. BOX 669
Ocean Springs, MS 39566-0669
(228) 818-5393

INVOICE # 0000050670
ACCOUNT # 000110
INVOICE DATE: 03/20/2009
INVOICE DUE DATE : 3/30/2009

Bill To: Starks Construction
P.O. Box 7149
Biloxi, MS 39540



DATE PAID _____ CHECK NO. _____ AMOUNT _____

This invoice is an attempt to collect a debt.

For proper credit please return top portion.

DATE	REF #	DESCRIPTION	QTY	UNIT PRICE	SUB TOTAL
	<i>Service Loc.</i>	035 - Starks/Long Beach City Hall - 201 Jeff Davis			
03/13/09	0000279902	DELIVERY CHARGE - OPEN TOP	1.00	0.00	0.00
03/19/09	0000280301	DISPOSAL-TIRES	110.00	5.00	550.00
03/19/09	0000280301	HAUL CHARGE - 30 YD OPENTOP	1.00	160.00	160.00
DELTA SANITATION NOW OFFERS PORT-O-LET SERVICE!				Current Charges:	710.00
				Sales Tax:	0.00
				Fuel Surcharge:	0.00
				Invoice Total:	710.00
Invoice Total					
					\$710.00
Account # 000110		Please pay from this statement. This includes your remittance portion.			
Delta Sanitation		P.O. BOX 669 Ocean Springs, MS 39566-0669 (228) 818-5393			

Minutes of May 6, 2009

Mayor and Board of Aldermen



GULF COAST OFFICE
2548 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.994.2200
FAX 228.594.2020
EMAIL info@jbhm.com

May 5, 2009

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

RE: LONG BEACH NEW CITY HALL – CHANGE ORDER 003

Dear Mayor Skellie:

During the demolition of the old City Hall Complex, a significant subsurface foundation was found to be in existence on the project site. This discovery was made approximately 15 days prior to the bid opening; therefore, the bidding documents were adjusted to include unit prices for the foundation removal and related backfill. In addition, a significant portion of unsuitable soils were found once the Contractor commenced site work, forcing additional work to be performed.

The attached Site Plan indicates the areas on the project site that required additional work. In total, Starks Contracting Company removed 3,835 cubic yards of unsuitable soils and 435 cubic yards of concrete, then subsequently installed and compacted 3,770 cubic yards of structural fill. Multiplied with the contractual unit prices, the sum of \$96,492.50 shall be added to the Contract. The Contractor has also requested that 17 additional days be added to the Contract. I have reviewed the proposed change order and find the request to be in order and appropriate.

As you may recall, the original CDBG grant was awarded in the amount of \$4,545,305.00 plus additional contingency funds totaling \$324,134.00. A grand total of \$4,869,439.00 in CDBG funding was obligated for the construction costs of the project, and an additional amount of approximately \$237,000.00 in Public Assistance Improved Project funding was obligated after the bid opening. The contract sum, including the attached Change Order, will become \$4,493,492.50, significantly under the total available funding. After maintaining contingency funds and funds for the purchase of an emergency generator in the future, there should be remaining CDBG funds available for possible re-allocation to other projects within the City.

Enclosed you will find 4 copies of the above mentioned Change Order. Please sign all 4 copies and return all copies to our JBHM – Biloxi Office for further processing. We will mail you a fully executed copy.

MISSISSIPPI
Biloxi
Columbus
Jackson
Tupelo
TENNESSEE
Memphis

PARTNERS
JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
MICHAEL GREY JONES, AIA

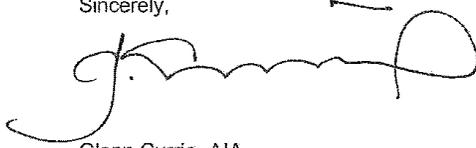
PRINCIPALS
JACK W. BALLARD, AIA
GLENN CURRIE, AIA

Minutes of May 6, 2009
Mayor and Board of Aldermen

Long Beach New City Hall – CO 003
May 1, 2009
Page 2

Should you have additional questions concerning this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glenn Currie', with a large loop at the end.

Glenn Currie, AIA
Principal, JBHM Architects

Enclosures: Change Order Number 003 (AIA Document G701)
CO 003 substantiation, dated May 1, 2009 (3 pages)

cc: Chris Gutierrez – Starks Contracting Company
Ann Frazier – Jimmy Gouras and Associates
David Vicknair – Broaddus and Associates
Glenn Currie / Herman Holifield – JBHM
JBHM #07123.07

Minutes of May 6, 2009 Mayor and Board of Aldermen

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): 07123 City of Long Beach City Hall Long Beach, Mississippi	CHANGE ORDER NUMBER: 003 DATE: May 05, 2009	OWNER: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Starks Contracting Company, LLC 1538 Popp's Ferry Road Biloxi, MS 39540	ARCHITECT'S PROJECT NUMBER: 07123 CONTRACT DATE: January 28, 2009 CONTRACT FOR: General Construction	ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

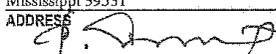
THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Furnishing all labor and material necessary to remove the existing underground water tower foundation which work includes mucking/hauling out 3,835 c/y of unsuitable soils, removing 435 c/y of concrete foundation and installing / compacting 3,770 c/y of new structural fill for the sum of Ninety Six Thousand, Four Hundred Ninety-Two and 50 / 100 Dollars.

The original Contract Sum was	\$ 4,396,000.00
The net change by previously authorized Change Orders	\$ 1,000.00
The Contract Sum prior to this Change Order was	\$ 4,397,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 96,492.50
The new Contract Sum including this Change Order will be	\$ 4,493,492.50

The Contract Time will be increased by Seventeen (17) days.
 The date of Substantial Completion as of the date of this Change Order therefore is March 11, 2010

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

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

JBHM Architects, P.A. ARCHITECT (Firm name) 2548 Beach Blvd., Suite 100, Biloxi, Mississippi 39531 ADDRESS  BY (Signature) David Glenn Currie, AIA (Typed name) 5.4.09 DATE	Starks Contracting Company, LLC CONTRACTOR (Firm name) 1538 Popp's Ferry Road, Biloxi, MS 39540 ADDRESS BY (Signature) John Starks (Typed name) DATE	City of Long Beach OWNER (Firm name) 645 Klondyke Road, Long Beach, MS 39560 ADDRESS BY (Signature) William Skellie, Jr. (Typed name) DATE
--	---	--

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:31:51 on 05/05/2009 under Order No.1000359568_6 which expires on 6/6/2009, and is not for resale. (4029807897)

Minutes of May 6, 2009
Mayor and Board of Aldermen



STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
 PHONE (228) 392-4584 FAX (228) 392-4565

<p>TITLE: Unit Price Adjustments For Water Tower Foundation Removal - Revised</p> <p>PROJECT: 609 609 - Long Beach New City Hall</p> <p>TO: Attn: Ryan Florreich JBHM Architects, PA 2548 Beach Boulevard, Suite 100 Biloxi, MS 39531 Phone:228/594-2200 Fax:228/594-2020</p>	<p style="text-align: center;">PROPOSED CHANGE ORDER</p> <p>NO. 3</p> <p>DATE: 05/01/2009</p> <p>JOB: 609</p> <p>CONTRACT/PO: 07123</p>
--	--

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor and material necessary to remove the existing underground water tower foundation which work includes mucking/hauling out 3,835c/y of unsuitable soils, removing 435c/y of concrete foundation and installing/compacting 3,770c/y of new structural fill for the sum of NINETY SIX THOUSAND, FOUR HUNDRED NINETY-TWO AND 50/100 DOLLARS.

The time required to complete these changes will be seventeen (17) days from the date of approval. If accepted this will extend the contract time by this time.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Concrete Foundation Removal		435.000	Cu. Yd.	65.00	28,275.00
2	Muck Out Unsuitable Soils @ Concrete Foundation		3,015.000	Cu. Yd.	5.50	16,582.50
3	Structural Fill Dirt @ Concrete Foundation		2,950.000	Cu. Yd.	12.50	36,875.00
4	Additional Excavation @ Bldg. Slab Muck Pockets		50.000	Cu. Yd.	5.50	275.00
5	Additional Excavation @ Parking Area Muck Pockets		400.000	Cu. Yd.	5.50	2,200.00
6	Additional Excavation @ Rubber Tires		200.000	Cu. Yd.	5.50	1,100.00
7	Additional Excavation @ Concrete Drain Line/Catch Basin		170.000	Cu. Yd.	5.50	935.00
8	Additional Structural Fill @ Bldg. Slab Muck Pockets		50.000	Cu. Yd.	12.50	625.00
9	Additional Structural Fill @ Parking Area Muck Pockets		400.000	Cu. Yd.	12.50	5,000.00
10	Additional Structural Fill @ Rubber Tires		200.000	Cu. Yd.	12.50	2,500.00
11	Additional Structural Fill @ Concrete Drain Line/Catch Basin		170.000	Cu. Yd.	12.50	2,125.00
Total:						\$96,492.50



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

TITLE:	Unit Price Adjustments For Water Tower Foundation Removal - Revised	PROPOSED CHANGE ORDER
PROJECT:	609 609 - Long Beach New City Hall	NO. 3
TO:	Attn: Ryan Florreich JBHM Architects, PA 2548 Beach Boulevard, Suite 100 Biloxi, MS 39531 Phone:228/594-2200 Fax:228/594-2020	DATE: 05/01/2009 JOB: 609 CONTRACT/PO: 07123

Payment shall be made in accordance with the original contract documents.

If accepted, this proposal shall become a part of the original contract between OWNER and STARKS CONTRACTING CO., INC., as though originally specified therein and, as such, shall be subject to the requirements, conditions, rights and remedies previously agreed to.

This proposal may be withdrawn by us if not accepted within thirty (30) days.

cc: File

APPROVAL

By: 
Christopher P. Gutierrez

By: _____

Date: 05/01/2009

Date: _____

Minutes of May 6, 2009 Mayor and Board of Aldermen

Clearpoint
 CONSULTING ENGINEERS, P.A.
 10000 West Imperial Avenue, Suite 100
 Newport Beach, CA 92646
 Tel: (949) 264-9700 • Fax: (949) 264-0205

REVISIONS

1. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
2. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
3. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
4. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
5. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
6. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
7. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
8. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
9. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.
10. The proposed building is to be constructed in accordance with the City of Long Beach Building Code, 2006 Edition, and the City of Long Beach Zoning Ordinance, 2006 Edition.

CITY OF LONG BEACH, MS

**LONG BEACH
NEW CITY HALL**

ARCHITECT
 J. B. HARRIS ARCHITECTS, P.A.
 10000 West Imperial Avenue, Suite 100
 Newport Beach, CA 92646
 Tel: (949) 264-9700 • Fax: (949) 264-0205

PERMIT
 CITY OF LONG BEACH, MS
 10000 West Imperial Avenue, Suite 100
 Newport Beach, CA 92646
 Tel: (949) 264-9700 • Fax: (949) 264-0205

Alderman Holder made motion seconded by Alderman McNary and unanimously carried to approve two (2) Requests for Cash and payment of eight (8) invoices, CDBG, as follows:

Minutes of May 6, 2009
Mayor and Board of Aldermen

MAILED
Date: 5/18/09

MEMO

DATE: April 30, 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 invoices for the above referenced project:

1. Jimmy G. Gouras Urban Planning Consultants Inc.
Invoice Number 5900 in the amount of \$4,141.56
For general administration
2. Neel - Schaffer
Invoice Number 0979503 in the amount of \$12,420.00
Invoice Number 982910 in the amount of \$16,030.80
Invoice Number 982985 in the amount of \$7,130.00
For architect/engineering expenses
3. J. Levens Builders
Pay application number 3 in the amount of \$87,471.00
For street & road improvements

Also enclosed is "Request for Cash and Summary Support Sheet No. 22" in the amount of \$127,193.36 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. 22" 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 May 6, 2009 Mayor and Board of Aldermen

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information		
Applicant Name: City of Long Beach Mailing Address: Post Office Box 929 Street Address: City, State Zip: Long Beach, MS 39560 Telephone No.: 228-983-1566 Fax Number: 228-985-0822 Email Address: cityclerk@cityoflongbeachms.com		Grant No.: R-103-06 Contract No.: R-103-285-01-HCR Request No.: 22	FOR MDA USE ONLY Vendor No.: IDIS Voucher Number: Approval for Payment:	
Bank Information Electronic Transfer: 065503881 Bank Account: 043306089 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State ZIP: Long Beach, MS 39560 Telephone No.: 228-983-4000 Services Rendered:		From: April 1, 2009 To: April 30, 2009		
Section C: Request Per Activity				
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 173,096.00	\$ 100,189.64	\$ 4,141.56	\$ 68,764.80
2 Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
3 Architect/Engineering Expense	\$ 660,420.00	\$ 359,245.20	\$ 35,580.80	\$ 265,594.00
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 Street & Road Improvements	\$ 3,810,000.00	\$ 515,723.00	\$ 87,471.00	\$ 3,206,806.00
8				
Total:	\$ 6,837,916.00	\$ 1,234,403.77	\$ 127,163.36	\$ 5,476,348.87

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

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


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

Date Signed: 5/6/09
 Prepared By: Christy Pickering, CFA
 Date Prepared: 3/31/2009
 Preparer's Telephone No.: 228-374-0300

Minutes of May 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. 22 Grant Number: R-103-06
 Period Cost - Beginning April 1, 2009 Ending Date: April 30, 2009 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>5900</u> <u>\$4,141.56</u>	<u>\$4,141.56</u>
B.			
C.			
D.			
Subtotal:		<u>\$4,141.56</u>	<u>\$4,141.56</u>

2. Activity: <u>Architect/Engineering</u>		(a)	(b)
Line Item	Vendor Name	Invoice # Invoice Amount	Match Share Federal Share
A.	<u>Architect/Engineering</u>	<u>Neel - Schaffer</u> <u>0979503</u> <u>\$12,420.00</u>	<u>\$12,420.00</u>
B.	<u>Architect/Engineering</u>	<u>Neel - Schaffer</u> <u>982910</u> <u>\$16,030.80</u>	<u>\$16,030.80</u>
C.	<u>Architect/Engineering</u>	<u>Neel - Schaffer</u> <u>982985</u> <u>\$7,130.00</u>	<u>\$7,130.00</u>
D.			<u>\$0.00</u>
Subtotal:		<u>\$35,580.80</u>	<u>\$35,580.80</u>

3. Activity: <u>Street & Road Improvement</u>		(a)	(b)
Line Item	Vendor Name	Invoice # Invoice Amount	Match Share Federal Share
A.	<u>Street & Road Improvement</u>	<u>J. Levens Builders</u> <u>3</u> <u>\$87,471.00</u>	<u>\$87,471.00</u>
B.			<u>\$0.00</u>
C.			<u>\$0.00</u>
D.			<u>\$0.00</u>
Subtotal:		<u>\$87,471.00</u>	<u>\$87,471.00</u>

Minutes of May 6, 2009 Mayor and Board of Aldermen

Page 2 of 2

Cash Summary Support Sheet

Applicant City of Long Beach Request No: 22 Grant Number: R-103-06
 Contract Number: R-103-235-01-KCR

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

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

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

Cumulative Match Expended To Date: **\$ 127,193.36**

Cumulative Federal Expended To Date: **\$1,361,597.13**

GRAND TOTAL: \$ 127,193.36

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 May 6, 2009 Mayor and Board of Aldermen



April 20, 2009

Project No: 00.06682.002
Invoice No: 982985

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

Project 00.06682.002 City of Long Beach-CDBG-Const Phase
CDBG - R-103-234-01-KCR

Professional Services from March 1, 2009 to March 31, 2009

Fee

Total Fee	71,300.00		
Percent Complete	40.00	Total Earned	28,520.00
		Previous Fee Billing	21,390.00
		Current Fee Billing	7,130.00
		Total Fee	7,130.00
		Total this Invoice	\$7,130.00

Outstanding Invoices

Number	Date	Balance
982347	2/28/09	7,130.00
Total		7,130.00

Billings to Date

	Current	Prior	Total
Fee	7,130.00	21,390.00	28,520.00
Totals	7,130.00	21,390.00	28,520.00



 W. Brian Fulton
 Engineer Manager

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

Minutes of May 6, 2009 Mayor and Board of Aldermen



March 31, 2009
Project No: 00.06682.003
Invoice No: 982910

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

Project 00.06682.003 City of Long Beach-RPR Services
CDBG - R-103-235-01-KCR

Professional Services from March 1, 2009 to March 31, 2009

Fee

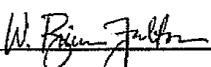
Total Fee	178,120.00		
Percent Complete	30.00	Total Earned	53,436.00
		Previous Fee Billing	37,405.20
		Current Fee Billing	16,030.80
		Total Fee	16,030.80
		Total this Invoice	\$16,030.80

Outstanding Invoices

Number	Date	Balance
982348	2/28/09	16,030.80
Total		16,030.80

Billings to Date

	Current	Prior	Total
Fee	16,030.80	37,405.20	53,436.00
Totals	16,030.80	37,405.20	53,436.00



W. Brian Fulton
Engineer Manager

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

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

01-kre



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

October 31, 2008
Project No: 00.06682.001
Invoice No: 0979503

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

Professional services from October 1, 2008 to October 31, 2008

Fee

Total Fee	345,000.00	Total Earned	302,220.00
Percent Complete	87.60	Previous Fee	289,800.00
		Current Fee Billing	12,420.00
		Total Fee	12,420.00

Total this invoice \$12,420.00

Outstanding Invoices

Number	Date	Balance
0978777	9/30/08	6,900.00
Total		6,900.00

Total now due \$19,320.00

Billings to date

	Current	Prior	Total
Fee	12,420.00	289,800.00	302,220.00
Totals	12,420.00	289,800.00	302,220.00

Minutes of May 6, 2009
Mayor and Board of Aldermen



engineers
planners
surveyors
environmental

scientists
landscape
architects

April 10, 2009

Ms. Ann Frazier
CDBG Grant Administrator
Urban Planning Consultants, Inc.
1100 Cherry Street
Vicksburg, MS 39183

Re: Payment Application #3
Jeff Davis Avenue Roadway Improvements Project
Katrina CDBG Project No. R-103-235-01-KCR
City of Long Beach, Mississippi

Dear Ms. Frazier:

Enclosed is Payment Application No. 3 from J. Levens Builders of Long Beach, Mississippi for the above referenced project. It is for the period of 03/01/09 to 3/31/09. If you have any questions, please feel free to call me at 228-374-1211.

Sincerely,
Neel-Schaffer, Inc.

Richie Ashley, P.E.
Project Engineer

Attachment

Cc: Mike Pirkle, J. Levens Builders
Craig High, Neel-Schaffer, Inc.
File

RECEIVED
APR 15 2009
BY:

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

Minutes of May 6, 2009
Mayor and Board of Aldermen



engineers
planners
surveyors
environmental

scientists
landscape
architects

Quantity Breakdown for Pay Application No. 3

202-B Removal of Asphalt Pavement, All Depths

Week Ending	Quantity (SY)
3/7/2009	608

202-B Removal of Concrete Curb &/OR Curb and Gutter

Week Ending	Quantity (LF)
3/7/2009	56
3/14/2009	134

202-B Removal of Concrete Pavement and Driveways, All Depths

Week Ending	Quantity (SY)
3/7/2009	428
3/14/2009	138

202-B Removal of Concrete Sidewalk

Week Ending	Quantity (SY)
3/7/2009	25
3/14/2009	25

202-B Removal of Drainage Inlets, All Sizes

Week Ending	Quantity (EACH)
3/7/2009	1
3/21/2009	1

202-B Removal of Drainage Junction Boxes

Week Ending	Quantity (EACH)
3/21/2009	1

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Minutes of May 6, 2009

Mayor and Board of Aldermen

Jeff Davis Avenue Roadway Improvements Project (Cont.)

202-B Removal of Pipe, All Sizes

Week Ending	Quantity (LF)
3/7/2009	423
3/14/2009	184
3/21/2009	35

203-G Excess Excavation, LVM, AH

Week Ending	Quantity (CY)
3/14/2009	187

234-A Temporary Silt Fence

Week Ending	Quantity (LF)
3/28/2009	116
4/04/2009	126

503-C Saw Cut, Full Depth

Week Ending	Quantity (LF)
3/7/2009	197

603-CA 15" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
3/7/2009	570

603-CA 18" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
3/7/2009	11
3/14/2009	45
3/21/2009	100
3/28/2009	31

603-CA 30" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
3/14/2009	48

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Minutes of May 6, 2009 Mayor and Board of Aldermen

Jeff Davis Avenue Roadway Improvements Project (Cont.)

603-CA 44"x27" Concrete Arch Pipe Class A III, Flexible Plastic Gaskets

Week Ending	Quantity (LF)
3/14/2009	136

907-604-G Storm Inlet, Typ SS-3, for Pipes 24" and Less

Week Ending	Quantity (EACH)
3/14/2009	2

907-604-J Storm Sewer Junction Box, Type JB-2

Week Ending	Quantity (EACH)
3/7/2009	2

Summary of Quantities

Item	Total Quantity
Removal of Asphalt Pavement, All Depths	603 SY
Removal of Concrete Curb &/or Curb and Gutter	190 LF
Removal of Concrete Pavement and Driveways, All Depths	566 SY
Removal of Concrete Sidewalk	50 SY
Removal of Drainage Inlets, All Sizes	2 EACH
Removal of Drainage Junction Boxes	1 EACH
Removal of Pipe, All Sizes	642 LF
Excess Excavation, LVM, AH	187 CY
Temporary Silt Fence	242 LF
Saw Cut, Full Depth	197 LF
15" Reinforced Concrete Pipe, Class III	570 LF
18" Reinforced Concrete Pipe, Class III	187 LF
30" Reinforced Concrete Pipe, Class III	48 LF
44"x27" Concrete Arch Pipe Class A III, Flexible Plastic Gaskets	136 LF
Storm Inlet, Typ. SS-3, for Pipes 24" and Less	2 EACH
Storm Sewer Junction Box, Type JB-2	2 EACH

772 Howard Avenue, Biloxi, MS, 39530
Office 228.374.1211 • Fax 228.374.1218



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

APPLICATION AND CERTIFICATION FOR PAYMENT AIA DOCUMENT G702 PAGE 1 OF 1 PAGES
 City of Long Beach PROJECT: Jeff Davis Avenue Roadway Improvements APPLICATION NO: 3 Distribution to:
 CDBG Participating ARCHITECT OWNER
 PERIOD FROM: 2/28/2009 ARCHITECT
 TO: 3/31/2009 CONTRACTOR
 J. Levens Builders ARCHITECTS PROJECT NO: CONTRACT DATE: 12/4/2008
 PO Box 779 PROJECT NO:
 Long Beach, MS 39560 CONTRACT DATE:

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.

The present status of the account for this Contract is as follows:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change orders approved in previous months by owner		
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS	\$0.00	\$0.00
Net change by Change Orders		\$0
ORIGINAL CONTRACT SUM		\$4,597,493
CONTRACT SUM TO DATE		\$4,597,493
TOTAL COMPLETED & STORED TO DATE		\$571,310

I, the undersigned Contractor, to the best of his 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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature] Date: 4-7-2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

I, in accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 • CONTINUATION SHEET • APRIL 1978 EDITION • AIA® • © 1978
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

(Column G on G703)
Retainage 5 % \$28,565
 or total in Column I on G703
TOTAL EARNED LESS RETAINAGE \$542,744
LESS PREVIOUS CERTIFICATES FOR PAYMENT \$455,273
CURRENT PAYMENT DUE \$87,471

State of: MS County of: Harrison
 Subscribed and sworn to before me
 Notary Public Wm Levens 7 day of Apr
 My Commission expires: Feb 27, 2012

AMOUNT CERTIFIED \$87,471
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT:
 By: [Signature] Date: 4/10/2009
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Minutes of May 6, 2009 Mayor and Board of Aldermen

CONTINUATION SHEET - UNIT PRICING

Project: Jeff Davis Avenue Roadway Improvements
CDBG Participating

Client: J Levens Builders
PO Box 179
Long Beach, MS 39560

Contract: AIA DOCUMENT C7081P
by of Long Beach

Application Number: 3
Period From: 2/28/2009
To: 3/31/2009

PAGE 1 OF 1 PAGES

A. Orig Est Qty	B. Unit of Measure	C. Revised Qty	D. Unit Price	E. ITEM No.	F. DESCRIPTION OF WORK	G. Original Contract Amount	H. From Previous Pw Application		I. From Previous Pw Application		J. Work Completed This Month		K. Work Completed This Month		L. Total Completed to Date	M. Amount	N. % Comp	O. Retainage
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount				
1.0	LS		\$ 15,000.00	201-A	CLEARING & GRUBBING	\$ 15,000.00	0.50	\$ 7,500.00	0.50	\$ 7,500.00	0.50	\$ 7,500.00	0.50	\$ 7,500.00	50.00%	\$ 375.00		
5,323	SY		\$ 3.50	202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	\$ 88,630.50	8,351.00	\$ 28,878.50	8,351.00	\$ 28,878.50	603.00	\$ 2,110.50	603.00	\$ 2,110.50	34.96%	\$ 1,549.45		
5,771	LF		\$ 5.50	202-B	REMOVAL OF CONC. CURB AND GUTTER	\$ 31,740.50	2,408.00	\$ 13,244.00	2,408.00	\$ 13,244.00	190.00	\$ 1,045.00	190.00	\$ 1,045.00	45.02%	\$ 714.45		
2,548	SY		\$ 4.00	202-B	REMOVAL OF CONC. SIDEWALK AND DRIVEWAYS, 4"	\$ 10,192.00	762.00	\$ 3,048.00	762.00	\$ 3,048.00	566.00	\$ 2,264.00	566.00	\$ 2,264.00	52.12%	\$ 265.60		
3,429	SY		\$ 4.00	202-B	REMOVAL OF CONC. SIDEWALK AND DRIVEWAYS, 4"	\$ 13,716.00	1,233.00	\$ 4,892.00	1,233.00	\$ 4,892.00	50.00	\$ 200.00	50.00	\$ 200.00	37.12%	\$ 254.60		
41	EA		\$ 500.00	202-B	REMOVAL DRAINAGE INLETS, ALL SIZES	\$ 20,500.00	7.00	\$ 3,500.00	7.00	\$ 3,500.00	2.00	\$ 1,000.00	2.00	\$ 1,000.00	21.95%	\$ 223.00		
5	EA		\$ 500.00	202-B	REMOVAL DRAINAGE JUNCTION BOXES	\$ 2,500.00	3.00	\$ 1,500.00	3.00	\$ 1,500.00	1.00	\$ 500.00	1.00	\$ 500.00	80.00%	\$ 100.00		
340	LF		\$ 14.00	202-B	REMOVAL OF PIPE, ALL SIZES	\$ 4,800.00	340.00	\$ 4,800.00	340.00	\$ 4,800.00	1.00	\$ 14.00	1.00	\$ 14.00	0.00%	\$ 0.00		
1,094	LF		\$ 14.00	202-B	REMOVAL OF PIPE, ALL SIZES	\$ 15,316.00	959.00	\$ 13,426.00	959.00	\$ 13,426.00	642.00	\$ 8,988.00	642.00	\$ 8,988.00	39.11%	\$ 1,120.70		
509	CY		\$ 17.50	202-B	BROWN EXCAVATION, 4M, 1M, CLASS B4	\$ 8,730.00	500.00	\$ 8,730.00	500.00	\$ 8,730.00	187.00	\$ 1,075.25	187.00	\$ 1,075.25	2.65%	\$ 120.18		
5,799	CY		\$ 5.75	202-B	EXCESS EXCAVATION, 1M, 1M	\$ 33,307.50	231.00	\$ 1,328.25	231.00	\$ 1,328.25	187.00	\$ 1,075.25	187.00	\$ 1,075.25	2.65%	\$ 120.18		
500	CT		\$ 20.00	211-B	TOPSOIL SLOPE TREATMENT, CONTRACTOR FURNISH	\$ 10,000.00	500.00	\$ 10,000.00	500.00	\$ 10,000.00	500.00	\$ 10,000.00	500.00	\$ 10,000.00	100.00%	\$ 0.00		
200	CY		\$ 20.00	907-211-PP	TOPSOIL FOR PLANTING & BEDS, 1M, PER PLAN	\$ 4,000.00	200.00	\$ 4,000.00	200.00	\$ 4,000.00	200.00	\$ 4,000.00	200.00	\$ 4,000.00	100.00%	\$ 0.00		
4,654	SY		\$ 1.00	212-B	STANDARD GROUND PREPARATION	\$ 4,654.00	4,654.00	\$ 4,654.00	4,654.00	\$ 4,654.00	4,654.00	\$ 4,654.00	4,654.00	\$ 4,654.00	100.00%	\$ 0.00		
9	TON		\$ 175.00	907-213-A	AGRICULTURAL LIMESTONE	\$ 1,575.00	9.00	\$ 1,575.00	9.00	\$ 1,575.00	9.00	\$ 1,575.00	9.00	\$ 1,575.00	100.00%	\$ 0.00		
2	TON		\$ 1,025.00	215-B	COMBO FERTILIZER, 15-15-15	\$ 2,050.00	2.00	\$ 2,050.00	2.00	\$ 2,050.00	2.00	\$ 2,050.00	2.00	\$ 2,050.00	100.00%	\$ 0.00		
9,894	SY		\$ 3.50	216-B	SOLID SOILING, BERMUDA	\$ 30,384.00	8,800.00	\$ 30,384.00	8,800.00	\$ 30,384.00	8,800.00	\$ 30,384.00	8,800.00	\$ 30,384.00	100.00%	\$ 0.00		
259	KGAL		\$ 20.00	220-A	WATERING	\$ 5,180.00	259.00	\$ 5,180.00	259.00	\$ 5,180.00	259.00	\$ 5,180.00	259.00	\$ 5,180.00	100.00%	\$ 0.00		
2	AC		\$ 30.00	220-A	INSECT PEST CONTROL	\$ 60.00	2.00	\$ 60.00	2.00	\$ 60.00	2.00	\$ 60.00	2.00	\$ 60.00	100.00%	\$ 0.00		
316	EA		\$ 15.00	220-A	SHRUB PLANTING, DWARF YAUPOH HOLLY	\$ 4,725.00	316.00	\$ 4,725.00	316.00	\$ 4,725.00	316.00	\$ 4,725.00	316.00	\$ 4,725.00	100.00%	\$ 0.00		
20	EA		\$ 15.00	220-A	SHRUB PLANTING, DWARF YAUPOH HOLLY	\$ 300.00	20.00	\$ 300.00	20.00	\$ 300.00	20.00	\$ 300.00	20.00	\$ 300.00	100.00%	\$ 0.00		
169	EA		\$ 15.00	230-A	SHRUB PLANTING, GUINPO RED AZALEA	\$ 2,535.00	169.00	\$ 2,535.00	169.00	\$ 2,535.00	169.00	\$ 2,535.00	169.00	\$ 2,535.00	100.00%	\$ 0.00		
6,785	EA		\$ 1.00	230-A	SHRUB PLANTING, INDIAN HAWTHORN	\$ 6,785.00	6,785.00	\$ 6,785.00	6,785.00	\$ 6,785.00	6,785.00	\$ 6,785.00	6,785.00	\$ 6,785.00	100.00%	\$ 0.00		
40	EA		\$ 9.00	230-A	SHRUB PLANTING, MOUND GRASS	\$ 360.00	40.00	\$ 360.00	40.00	\$ 360.00	40.00	\$ 360.00	40.00	\$ 360.00	100.00%	\$ 0.00		
97	EA		\$ 200.00	230-B	SHRUB PLANTING, WHEELER'S DWARF PITTOSPORUM	\$ 19,400.00	97.00	\$ 19,400.00	97.00	\$ 19,400.00	97.00	\$ 19,400.00	97.00	\$ 19,400.00	100.00%	\$ 0.00		
160	EA		\$ 200.00	230-B	TREE PLANTING, DRAME CHINESE ELM	\$ 32,000.00	160.00	\$ 32,000.00	160.00	\$ 32,000.00	160.00	\$ 32,000.00	160.00	\$ 32,000.00	100.00%	\$ 0.00		
16	EA		\$ 450.00	230-B	TREE PLANTING, FOSTERS HOLLY, NO. 2	\$ 7,200.00	16.00	\$ 7,200.00	16.00	\$ 7,200.00	16.00	\$ 7,200.00	16.00	\$ 7,200.00	100.00%	\$ 0.00		
10,976	SF		\$ 0.85	907-230-D	TREE PLANTING, LIVE OAK	\$ 9,280.75	10,976.00	\$ 9,280.75	10,976.00	\$ 9,280.75	10,976.00	\$ 9,280.75	10,976.00	\$ 9,280.75	100.00%	\$ 0.00		
1,245	SY		\$ 4.00	233-C	BED PREPARATION	\$ 4,980.00	1,245.00	\$ 4,980.00	1,245.00	\$ 4,980.00	1,245.00	\$ 4,980.00	1,245.00	\$ 4,980.00	100.00%	\$ 0.00		
3,400	LF		\$ 4.00	234-A	STRAW MULCH, CLASS II	\$ 13,600.00	3,400.00	\$ 13,600.00	3,400.00	\$ 13,600.00	3,400.00	\$ 13,600.00	3,400.00	\$ 13,600.00	100.00%	\$ 0.00		
640	BALE		\$ 10.00	234-A	TEMPORARY SILT FENCE	\$ 6,400.00	640.00	\$ 6,400.00	640.00	\$ 6,400.00	640.00	\$ 6,400.00	640.00	\$ 6,400.00	100.00%	\$ 0.00		
5,373	TON		\$ 2,150.00	907-258-PP	TEMPORARY EROSION CHECKS	\$ 11,550.00	5,373.00	\$ 11,550.00	5,373.00	\$ 11,550.00	5,373.00	\$ 11,550.00	5,373.00	\$ 11,550.00	100.00%	\$ 0.00		
5,696	TON		\$ 100.00	907-258-PP	CAST IRON SIDEWALK CHECKS	\$ 569,600.00	5,696.00	\$ 569,600.00	5,696.00	\$ 569,600.00	5,696.00	\$ 569,600.00	5,696.00	\$ 569,600.00	100.00%	\$ 0.00		
4,089	TON		\$ 33.50	907-258-PP	PLANT MIX (BTUMINOUS BASE COURSE, BB-A, TYP 6)	\$ 136,601.50	4,089.00	\$ 136,601.50	4,089.00	\$ 136,601.50	4,089.00	\$ 136,601.50	4,089.00	\$ 136,601.50	100.00%	\$ 0.00		
489	SY		\$ 100.00	907-258-PP	SIZE 6 1/2 CRUSHED STONE BASE	\$ 48,900.00	489.00	\$ 48,900.00	489.00	\$ 48,900.00	489.00	\$ 48,900.00	489.00	\$ 48,900.00	100.00%	\$ 0.00		
2,699	LF		\$ 110.00	907-262-PP	NO. 10 BITUMINOUS PAVEMENT, SURFACE COURSE, 50'	\$ 296,880.00	2,699.00	\$ 296,880.00	2,699.00	\$ 296,880.00	2,699.00	\$ 296,880.00	2,699.00	\$ 296,880.00	100.00%	\$ 0.00		
793	LF		\$ 40.00	603-CA	STAMPED ASPHALT CROSSWALK, PER PLANS	\$ 31,960.00	793.00	\$ 31,960.00	793.00	\$ 31,960.00	793.00	\$ 31,960.00	793.00	\$ 31,960.00	100.00%	\$ 0.00		
1,706	LF		\$ 47.00	603-CA	SAW CUT, 10" DEPTH	\$ 80,702.00	1,706.00	\$ 80,702.00	1,706.00	\$ 80,702.00	1,706.00	\$ 80,702.00	1,706.00	\$ 80,702.00	100.00%	\$ 0.00		
399	LF		\$ 67.00	603-CA	18" REINFORCED CONCRETE PIPE, CLASS II	\$ 26,733.00	399.00	\$ 26,733.00	399.00	\$ 26,733.00	399.00	\$ 26,733.00	399.00	\$ 26,733.00	100.00%	\$ 0.00		
332	LF		\$ 87.00	603-CA	24" REINFORCED CONCRETE PIPE, CLASS II	\$ 28,884.00	332.00	\$ 28,884.00	332.00	\$ 28,884.00	332.00	\$ 28,884.00	332.00	\$ 28,884.00	100.00%	\$ 0.00		
1	EA		\$ 660.00	603-CB	18" REINFORCED CONCRETE END SECTION	\$ 660.00	1.00	\$ 660.00	1.00	\$ 660.00	1.00	\$ 660.00	1.00	\$ 660.00	100.00%	\$ 0.00		
2,294	LF		\$ 55.00	603-CE	22" X 18" CONCRETE ARCH PIPE, CLASS A, III, FLEXIBLE	\$ 126,170.00	2,294.00	\$ 126,170.00	2,294.00	\$ 126,170.00	2,294.00	\$ 126,170.00	2,294.00	\$ 126,170.00	100.00%	\$ 0.00		
196	LF		\$ 112.00	603-CE	44" X 27" CONCRETE ARCH PIPE, CLASS A, III, FLEXIBLE	\$ 21,912.00	196.00	\$ 21,912.00	196.00	\$ 21,912.00	196.00	\$ 21,912.00	196.00	\$ 21,912.00	100.00%	\$ 0.00		
1,647	LF		\$ 140.00	603-CE	54" X 36" CONCRETE ARCH PIPE, CLASS A, III, FLEXIBLE	\$ 231,000.00	1,647.00	\$ 231,000.00	1,647.00	\$ 231,000.00	1,647.00	\$ 231,000.00	1,647.00	\$ 231,000.00	100.00%	\$ 0.00		
15	EA		\$ 4,000.00	907-604-D	STORM SEWER STRUCTURE, TYP SS-2, 10 FT	\$ 60,000.00	15.00	\$ 60,000.00	15.00	\$ 60,000.00	15.00	\$ 60,000.00	15.00	\$ 60,000.00	100.00%	\$ 0.00		
37	EA		\$ 6,000.00	907-604-E	STORM SEWER STRUCTURE, TYP SS-2, 15 FT	\$ 216,000.00	37.00	\$ 216,000.00	37.00	\$ 216,000.00	37.00	\$ 216,000.00	37.00	\$ 216,000.00	100.00%	\$ 0.00		
3	EA		\$ 6,000.00	907-604-F	STORM SEWER STRUCTURE, TYP SS-2, 15 FT	\$ 18,000.00	3.00	\$ 18,000.00	3.00	\$ 18,000.00	3.00	\$ 18,000.00	3.00	\$ 18,000.00	100.00%	\$ 0.00		
22	EA		\$ 5,200.00	907-604-G	STORM SEWER INLET, TYP SS-3, FOR PIPES 24" AND 30"	\$ 114,400.00	22.00	\$ 114,400.00	22.00	\$ 114,400.00	22.00	\$ 114,400.00	22.00	\$ 114,400.00	100.00%	\$ 0.00		
2	EA		\$ 6,700.00	907-604-H	STORM SEWER INLET, TYP SS-3, FOR PIPES 30" AND 36"	\$ 13,400.00	2.00	\$ 13,400.00	2.00	\$ 13,400.00	2.00	\$ 13,400.00	2.00	\$ 13,400.00	100.00%	\$ 0.00		
8	EA		\$ 4,800.00	907-604-I	STORM SEWER JUNCTION BOX, TYPE JB-1	\$ 38,400.00	8.00	\$ 38,400.00	8.00	\$ 38,400.00	8.00	\$ 38,400.00	8.00	\$ 38,400.00	100.00%	\$ 0.00		
139	EA		\$ 5,650.00	907-604-J	STORM SEWER JUNCTION BOX, TYPE JB-2	\$ 785,350.00	139.00	\$ 785,350.00	139.00	\$ 785,350.00	139.00	\$ 785,350.00	139.00	\$ 785,350.00	100.00%	\$ 0.00		
4,063	SY		\$ 900.00	907-604-P	TREE GRATE & FRAME, 30" SQUARE	\$ 3,654,000.00	4,063.00	\$ 3,654,000.00	4,063.00	\$ 3,654,000.00	4,063.00	\$ 3,654,000.00	4,063.00	\$ 3,654,000.00	100.00%	\$ 0.00		
850	LF		\$ 43.00	907-608-B	CONC. SIDEWALK, WITH REINFORCEMENT	\$ 36,510.00	850.00	\$ 36,510.00	850.00	\$ 36,510.00	850.00	\$ 36,510.00	850.00	\$ 36,510.00	100.00%	\$ 0.00		
10,969	LF		\$ 21.50	9														

Minutes of May 6, 2009 Mayor and Board of Aldermen

CONTINUATION SHEET - UNIT PRICING

City of Long Beach
 Exam: J Levens Builders
 PO Box 770
 Long Beach, MS 39560
 Project: Jeff Davis Avenue Roadway Improvements
 CDBG Participating
 APPLICATION NUMBER: 3
 PERIOD FROM: 2/28/2009
 TO: 3/31/2009

Orig Est Qty	Unit of Measure	C	Revised Qty	D	Unit Price	E	F	G	H		I		J	K		L	M	N	O			
									Original Contract Amount	Quantity	From Previous Pw Application Quantity	Amount		Work Completed This Month Quantity	Amount					Total Completed to Date Quantity	Amount	% Comp.
200	SF				\$ 30.00	907-811-PP	DETECTABLE WARNING, PER PLANS	\$ 6,000.00														
1	LS				\$ 30,500.00	813-A	ADJUSTMENT OF CASTINGS, GRATINGS & UTILITY AD	\$ 30,500.00														
2,692	SY				\$ 47.50	814-B	CONC. DRIVEWAY WITH REINFORCEMENT, 6" THICK	\$ 123,595.00														
1	LS				\$ 150,000.00	816-A	MAINTENANCE OF TRAFFIC	\$ 150,000.00			0.25	\$ 37,500.00								1,875.00		
1	LS				\$ 300,000.00	820-A	MOBILIZATION	\$ 300,000.00			0.50	\$ 150,000.00									7,400.00	
1,197	LF				\$ 2.00	828-E	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS	\$ 22,274.00														
3,285	LF				\$ 2.50	828-G	THERMOPLASTIC TRAFFIC STRIPE, WHITE	\$ 8,212.50														
824	LF				\$ 2.50	828-G	THERMOPLASTIC TRAFFIC STRIPE, YELLOW	\$ 875.00														
909	LF				\$ 2.50	907-826-G	THERMOPLASTIC DETAIL STRIPE, BLUE ADA	\$ 2,310.00														
1,104	LF				\$ 2.50	828-H	THERMOPLASTIC DETAIL STRIPE, BLUE ADA	\$ 2,760.00														
39	SF				\$ 6.00	828-H	THERMOPLASTIC LEGEND, WHITE	\$ 234.00														
14	EA				\$ 355.00	907-826-H	THERMOPLASTIC LEGEND, BLUE ADA HANDICAP SYM	\$ 4,970.00														
186	SF				\$ 36.00	630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 8'0"	\$ 7,056.00														
801	LF				\$ 25.00	630-A	WELDED & SEAMLESS STEEL PIPE POSTS, 3 1/2"	\$ 14,525.00														
21	EA				\$ 255.00	822-E	UNDERGROUND JUNC. BOX	\$ 5,355.00														
57	EA				\$ 3,000.00	807-724-A	LIGHTING ASSEMBLY, LOW MOUNT, TYPE 13-1-10-150	\$ 222,300.00														
2,843	LF				\$ 6.00	807-724-A	UNDERGROUND BRANCH CIRCUIT, #6, 2 CONDUCT	\$ 15,858.00														
1,417	LF				\$ 6.50	807-724-B	UNDERGROUND BRANCH CIRCUIT, #10, 2 CONDUCT	\$ 9,210.50														
1	LS				\$ 120,000.00	699-A	ROADWAY CONSTRUCTION STAKES	\$ 120,000.00			0.25	\$ 30,000.00									25,000%	
482	SF				\$ 65.00	809-A	PRECAST CONCRETE RETAINING WALL SYSTEM	\$ 25,000.00														0.00%
								\$4,972,214.75						\$92,074.25						\$23,565.45		
																	\$571,305.50				12.43%	

totals

**Minutes of May 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 Project**

April 30, 2009

INVOICE #5900

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

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

TOTAL DUE

\$ 4,141.56


Jimmy Gouras

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

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

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

MAILED

Date: 5/19/09 *[Signature]*

MEMO

DATE: April 30, 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
Municipal Complex Project
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 5929 in the amount of \$5,011.16
For administration expense
2. JBHM Architects, P.A.
Invoice Number 11 in the amount of \$5,815.53
For architect/engineering expenses
3. Starks Contracting Company
Application Number 1 in the amount of \$142,615.90
For construction of a public building

Also enclosed is "Request for Cash and Summary Support Sheet No. 13" in the amount of \$153,442.59 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. 13" 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 May 6, 2009 Mayor and Board of Aldermen

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information		Section B: Project Information	
Applicant Name: City of Long Beach Mailing Address: Post Office Box 929 Street Address: City, State Zip: Long Beach, MS 39560 Telephone No.: 228-863-1556 Fax Number: 228-865-0622 Email Address: cityclerk@cityoflongbeach.ms.gov		Grant No.: R-12-06 Contract No.: R-109-235-02-KCR Request No.: 13	FOR MDA USE ONLY Vendor No.: IDB Voucher Number:
Electronic Transfer: 065503881 Bank Account: 043306089 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39560 Telephone No.: 228-865-4000		Approval for Payment Signature _____ Date _____ Activity Numbers _____	
Section C: Request Per Activity From: Aug 1, 2009 To: Aug 30, 2009 Services Rendered: _____			
	Activity Description	Budget Amount	Total Prior Request to Date This Request Remaining Balance
1	Administration	\$ 144,258.00	\$ 46,555.00 \$ 5,011.16 \$ 92,701.04
2	Application Preparation	\$ 10,000.00	\$ 10,000.00 \$ _____ \$ _____
3	Architect/Engineering Expense	\$ 349,971.00	\$ 290,344.06 \$ 5,815.59 \$ 47,811.41
4	Contingency	\$ 324,134.00	\$ _____ \$ _____ \$ 324,134.00
5	Construction of Public Building	\$ 4,545,301.00	\$ 25,843.00 \$ 142,615.90 \$ 4,376,842.10
	Total Expense	\$ 5,367,674.00	\$ 372,742.86 \$ 153,442.99 \$ 4,841,486.55

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

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


 Signature of Authorized Official

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

Date Signed: 5/6/09
 Prepared By: Chrissy Pickens, CPA
 Date Prepared: 4/30/2009

228-374-0300
 Preparer's Telephone No.

**Minutes of May 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: 13 Grant Number: R-103-06
 Period Cost - Beginning Ending Date: April 1, 2009 April 30, 2009 Contract Number: R-109-235-02-KCR

1. Activity: Administration Expense		(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount
A.	Administration Expense	Jimmy Gouras	5929
			\$5,011.16
B.			
C.			
D.			
Subtotal:			\$5,011.16
			Federal Share \$5,011.16
2. Activity: Architect/Engineer		(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount
A.	Architect/Engineer	JBHM	11
			\$5,815.53
B.			
C.			
D.			
Subtotal:			\$5,815.53
			Federal Share \$5,815.53
3. Activity: Construction of Public Building		(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount
A.	Construction of Public Building	Starks Contracting Co	1
			\$142,615.90
B.			
C.			
D.			
Subtotal:			\$142,615.90
			Federal Share \$142,615.90

Minutes of May 6, 2009 Mayor and Board of Aldermen

Cash Summary Support Sheet

Applicant: City of Long Beach Request No: 13 Grant Number: R-103-06 Page 2 of 2
 Contract Number: R-109-235-02-KCR

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

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

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

Cumulative Match Expended To Date: \$526,185.45 **GRAND TOTAL:** \$ 153,442.59 \$ - \$ 153,442.59
 Cumulative Federal Expended To Date: _____

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 May 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

April 20, 2009
Invoice No: 11
Project No: 07123

Attn: Ann Frazier

Re: City of Long Beach: City Hall New Constu

For professional services rendered through April 20, 2009

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	76,361.04	0.00
Bid (10%)	25,453.68	100.00%	25,453.68	25,453.68	0.00
CA (100%)	<u>63,634.20</u>	10.00%	<u>6,363.42</u>	<u>636.34</u>	<u>5,727.08</u>
Total Fee	318,171.00		260,900.22	255,173.14	<u>5,727.08</u>

Current Fee Due **\$5,727.08**

Ridgeway-Biloxi 88.45

Total Out-of-Pocket Expenses **\$88.45**

Invoice Total **\$5,815.53**

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 May 6, 2009
Mayor and Board of Aldermen**



GULF COAST OFFICE
2548 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.594.2200
FAX 228.594.2020
EMAIL: info@jbhm.com

April 17, 2009

UPS Ground

William Skellie, Jr.
Mayor
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

Dear Mayor Skellie:

RE: LONG BEACH CITY HALL

I have enclosed two copies of the Application and Certificate for Payment Number 1 for pay period ending 03/30/09, in the amount of \$142,615.90 for the above referenced project. I am certifying the entire amount requested. Please issue a check to Starks Contracting Company, Inc. for the certified amount.

Please keep one copy of this application for your records and send one with the payment to the contractor. If you have questions concerning this action, please do not hesitate to contact me.

In addition, attached is the contractor's affidavit of payment.

Adverse weather information as applicable included: Yes

Updated progress schedule included: Yes

Sincerely,

Glenn Currie, AIA, Principal

cc: Christopher Gutierrez - Starks Contracting Company, Inc.
Ann Frazier - Jimmy Gouras and Associates
David Vicknair / Amy Wilson - Broaddus and Associates
Christopher Fields - MEMA
JBHM #07123.09

MISSISSIPPI

Biloxi
Columbus
Jackson
Tupelo

TENNESSEE

Memphis

PARTNERS

JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
MICHAEL GREY JONES, AIA

PRINCIPALS

JACK W. BALLARD, AIA
GLENN CURRIE, AIA

Minutes of May 6, 2009
Mayor and Board of Aldermen



Application and Certificate for Payment

TO OWNER: Attn: William Skellie, Jr.
Long Beach, City Of
645 Klondike Road
Long Beach, MS 39560

FROM CONTRACTOR:
Starks Contracting Company, Inc.
P. O. Box 7149
Biloxi, MS 39560-7101

VIA ARCHITECT:
JBHM Architects, PA
105 Court St (38804-3905) P. O. Box 1643
TUPELO MS 38802-1643

PROJECT: 609
609 - Long Beach New City Hall

APPLICATION NO: 1
PERIOD TO: 03/20/2009

CONTRACT FOR: Construct New City Hall

CONTRACT DATE: 01/28/2009

PROJECT NOS: / / 07123

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 4,366,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,366,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 150,122.00

5. RETAINAGE:
 - a. 5.00% of Completed Work (Column D + E on G703) \$ 7,506.10
 - b. 5.00% of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 7,506.10

6. TOTAL EARNED LESS RETAINAGE \$ 142,615.90
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 142,615.90

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 4,253,384.10

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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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 has been received from the Owner.

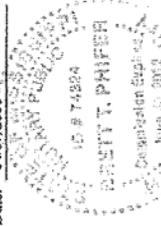
CONTRACT FOR: John A. Starks, Jr., Secretary/Treasurer

State of: Mississippi Date: 04/07/2009

County of: Harrison

Subscribed and sworn to before me this 7th day of April 2009

Notary Public: Brett T. Phifer
My Commission expires: June 30, 2012



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 \$ 142,615.90
(Attach 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: [Signature]
By: [Signature] Date: 04/17/09

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

Minutes of May 6, 2009
Mayor and Board of Aldermen



Continuation Sheet

ALA Document G702, APPLICATION AND CERTIFICATION FORM FOR ARCHITECTS,
containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 03/30/2009
APPLICATION DATE: 03/30/2009
PERIOD TO: 07/23
ARCHITECT'S PROJECT NO:

609 - Long Beach New City Hall

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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)
			E FROM PREVIOUS APPLICATION (D+E)	F THIS PERIOD				
	DIVISION 1-GENERAL REQUIREMENTS							
01001	Insurance, Bonds, & Fees	\$97,200.00	\$0.00	\$97,200.00	\$0.00	\$97,200.00	\$0.00	100%
01002	Contractor's Tax	\$158,860.00	\$0.00	\$6,247.00	\$0.00	\$6,247.00	\$148,613.00	3%
01050	Supervision	\$92,830.00	\$0.00	\$3,871.00	\$0.00	\$3,871.00	\$88,959.00	4%
01500	Temporary Facilities	\$47,550.00	\$0.00	\$1,983.00	\$0.00	\$1,983.00	\$45,567.00	4%
01501	Mobilization	\$20,020.00	\$0.00	\$20,020.00	\$0.00	\$20,020.00	\$0.00	100%
01999	Project Close-Out	\$2,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,080.00	0%
	DIVISION 2-SITE WORK							
02000	Site Preparation:	\$6,920.00	\$0.00	\$6,574.00	\$0.00	\$6,574.00	\$346.00	99%
02100	Earthwork	\$30,510.00	\$0.00	\$10,679.00	\$0.00	\$10,679.00	\$19,831.00	35%
02501	Form Site Concrete	\$10,770.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,770.00	0%
02502	Concrete Walks & Ramps	\$14,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,260.00	0%
02503	Concrete Paving (MI)	\$48,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,200.00	0%
02504	Concrete Paving (Labor)	\$8,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,360.00	0%
02505	Dumpster Pad; Curbs	\$15,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,350.00	0%
02700	Site Utilities and Drainage	\$24,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,980.00	0%
02800	Landscaping & Irrigation System	\$25,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,410.00	0%
02889	Other Site Work	\$20,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,860.00	0%
	DIVISION 3- CONCRETE							
03000	Concrete Formwork	\$73,730.00	\$0.00	\$3,687.00	\$0.00	\$3,687.00	\$70,043.00	5%
03200	Concrete Reinforcement:	\$53,370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,370.00	0%
03301	Structural Concrete	\$82,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,650.00	0%
03302	Concrete Slabs on Grade	\$59,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,160.00	0%
03303	Concrete Steps/Stairs	\$14,670.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,670.00	0%
	SUB-TOTALS	\$666,768.00	\$856.00	\$149,261.00	\$0.00	\$149,261.00	\$754,495.00	17%

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Minutes of May 6, 2009
Mayor and Board of Aldermen



Continuation Sheet

APPLICATION NO: 1
APPLICATION DATE: 03/30/2009
PERIOD TO: 03/30/2009
ARCHITECT'S PROJECT NO: 07123

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
PROJECT: 609
609 - Long Beach New City Hall
Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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)
			E FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD				
03304	Concrete Block Fill	\$34,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,260.00	0%
03400	Precast Concrete Planks	\$6,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,080.00	0%
03401	Precast Engineering	\$37,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,380.00	0%
03402	Precast Raw/Fabricated Material	\$8,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,360.00	0%
03403	Precast Hauling	\$18,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,050.00	0%
03404	Precast Erection	\$40,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,080.00	0%
03409	Precast Treads; Lintels; Coping	\$27,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,640.00	0%
03899	Other Concrete							
04000	DIVISION 4-MASONRY							
04150	Masonry Accessories	\$27,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,730.00	0%
04201	Unit Masonry-Brick (Mtl Allowance)	\$37,335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,335.00	0%
04202	Unit Masonry-Brick (Labor)	\$76,165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,165.00	0%
04203	Unit Masonry-CMU (4x8x16)	\$3,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,700.00	0%
04205	Unit Masonry-CMU (8x8x16-Mtl)	\$13,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,100.00	0%
04206	Unit Masonry-CMU (8x8x16-Labor)	\$36,370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,370.00	0%
04207	Unit Masonry-CMU (12x8x16-Mtl)	\$24,770.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,770.00	0%
04208	Unit Masonry-CMU (12x8x16-Labor)	\$54,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,520.00	0%
04209	Pavers	\$4,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,120.00	0%
05000	DIVISION 5-METALS							
05101	Steel Columns & Beams	\$40,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,250.00	0%
05102	Steel Angle/Plates/Lintels, Etc.	\$22,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,330.00	0%
05103	Steel Stairs	\$14,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,710.00	0%
05104	Steel/Aluminum Hand/Guardrails	\$36,490.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,490.00	0%
05189	Steel Erection	\$28,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,130.00	0%
	SUB-TOTALS	\$1,495,330.00	\$0.00	\$149,261.00	\$0.00	\$149,261.00	\$1,346,069.00	10%

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Minutes of May 6, 2009
Mayor and Board of Aldermen



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. PROJECT: 609
 In tabulations below, amounts are stated to the nearest dollar. 609 - Long Beach New City Hall
 Use Column I on Contracts where variable retainage for line items may apply. ARCHITECT'S PROJECT NO: 07123
 APPLICATION NO: 1
 APPLICATION DATE: 03/30/2009
 PERIOD TO: 03/30/2009

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					
05400	Cold Formed Trusses & Deck (MI)	\$88,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,960.00	0%
05401	Cold Formed Trusses & Deck (Erection)	\$45,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,600.00	0%
05999	Other Metals	\$3,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,190.00	0%
06200	DIVISION 6-WOOD AND PLASTICS								
06100	Rough Carpentry	\$30,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00	0%
06200	Millwork	\$77,770.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,770.00	0%
06201	Running Trim	\$77,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,020.00	0%
06202	Quartz Vanities/Granite Tops	\$27,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,350.00	0%
06255	PVC Sheathing	\$21,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,080.00	0%
06256	PVC 1x Trim	\$17,820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,820.00	0%
06287	PVC Moulding	\$28,820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,820.00	0%
06288	PVC Shutters	\$23,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,420.00	0%
06500	Fiberglass Columns								
06501	Fiberglass Columns (MI)	\$66,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,060.00	0%
06502	Fiberglass Columns (Labor)	\$15,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,310.00	0%
06503	Rigid Foam & Columns	\$3,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,790.00	0%
07000	DIVISION 7-THERMAL & MOISTURE PROTECTION								
07150	Waterproofing & Dampproofing								
07161	Poly @ Slab	\$3,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,130.00	0%
07162	Waterproof Footings, Planters, Etc	\$17,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,560.00	0%
07153	Membrane Flashing	\$9,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,280.00	0%
07154	Asphalt Dampproofing	\$3,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,190.00	0%
07250	Rigid Cavity Board	\$10,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,720.00	0%
	SUB-TOTALS	\$2,075,910.00	\$0.00	\$149,261.00	\$149,261.00	\$0.00	\$149,261.00	\$1,926,649.00	7%

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Minutes of May 6, 2009
Mayor and Board of Aldermen



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
PROJECT: 609
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 03/30/2009
APPLICATION DATE: 03/30/2009
PERIOD TO: ARCHITECT'S PROJECT NO: 07123

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)	% (G÷C)					
15502	Trane Equipment	\$3,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,410.00	0%
15503	Grills	\$9,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,210.00	0%
15504	ERV & Fan	\$46,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,440.00	0%
15505	Ductwork	\$45,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,330.00	0%
15506	Copper Lines	\$12,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,160.00	0%
15507	Testing, Adjusting, and Balancing	\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,950.00	0%
16000	DIVISION 16-ELECTRICAL								
16001	Access Control/CCTV System Allowance	\$86,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,780.00	0%
16002	Exterior Copper Lantern Fixtures Allowance	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	0%
16101	Mobilization	\$2,870.00	\$0.00	\$861.00	\$0.00	\$0.00	\$861.00	\$2,009.00	30%
16401	Underground Conduit	\$36,070.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,070.00	0%
16403	Slab Rough-in	\$49,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,190.00	0%
16405	Interior Rough-in	\$143,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$143,780.00	0%
16407	Panels & Gear	\$92,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,510.00	0%
16408	Install Wiring	\$68,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,780.00	0%
16500	Fixtures	\$209,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,260.00	0%
16502	Mech. Equip., Hookup	\$5,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,310.00	0%
16504	Exterior & Site Lighting	\$11,810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,810.00	0%
16500	Fire Alarm	\$47,010.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,010.00	0%
16700	Communications	\$22,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,730.00	0%
16901	Devices	\$9,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,850.00	0%
16903	Generator	\$28,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,600.00	0%
TOTALS		\$4,396,000.00	\$0.00	\$150,122.00	\$150,122.00	\$0.00	\$150,122.00	\$4,245,878.00	3%

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**Minutes of May 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-109-235-02-KCR
Municipal Complex Project**

April 30, 2009

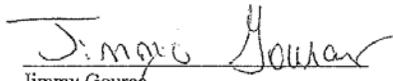
INVOICE #5929

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 67

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

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

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

M.B. 64

REC:05.06.09

Minutes of May 6, 2009
Mayor and Board of Aldermen



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

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



May 1, 2009

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

**RE: Proposed Change Order Number 2 –
Long Beach Smallcraft Harbor – Phase V (Fishing Pier Repairs)**

Gentlemen:

We have discovered that Hurricane Gustav actually damaged or destroyed some of the piles in this project. Therefore, we propose a Change Order to add additional piles to be replaced by the Contractor to allow this job to be completed properly.

We do note that the piles to be replaced are due to Hurricane Gustav and as such, we will provide separate pay applications for Katrina and Gustav repair work, respectively. This should keep the reimbursement process smooth. Although I am unsure of the exact percentage (I believe 12.5%) or the exact schedule for reimbursement, there will be local share of the costs of this additional work. However, the fishing piers and channel entrance could not be completed without this additional work, so it is critical to perform the work. Should you find the attached Change Order acceptable, we will distribute the form for execution and authorize the Contractor to proceed as soon as possible.

Sincerely,

David Ball, P.E.

DB:1775-V
Enclosure

Minutes of May 6, 2009 Mayor and Board of Aldermen

Change Order

No. 2

Date of Issuance: 5/1/2009 Effective Date: 5/1/2009

Project: <u>Katrina Harbor Repairs</u>	Owner: <u>City of Long Beach</u>	Owner's Contract No.:
Contract: <u>Repairs to Long Beach Smallcraft Harbor - Phase V</u>	Date of Contract: <u>1/20/2009</u>	
Contractor: <u>Bay South, Ltd.</u>	Engineer's Project No.: <u>1775-V</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
1. Add contract quantities to replace items damaged by Hurricane Gustav, will invoice on separate pay applications

Attachments: (List documents supporting change):
1. Revised quantities

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$107,982.29</u> (Increase) (Decrease) from previously approved Change Orders No. <u>1</u> to No. <u>1</u> <u>\$33,438.96</u> Contract Price prior to this Change Order: <u>\$141,421.25</u> (Increase) (Decrease) of this Change Order: <u>\$11,190.76</u> Contract Price incorporating this Change Order: <u>\$152,612.01</u>	Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>120 Calendar Days from NTP</u> Ready for final payment (days or date): _____ (Increase) (Decrease) from previously approved Change Orders No. _____ to No. _____ Substantial Completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u> Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____ (Increase) (Decrease) of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u> Contract Times with all approved Change Orders: Substantial completion (days or date): <u>120 Calendar Days from NTP</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER) By: <u></u> Date: <u>5/1/2009</u>	ACCEPTED: (CONTRACTOR) By: _____ Date: _____	ACCEPTED: (OWNER) By: _____ Date: _____
---	---	--

Minutes of May 6, 2009 Mayor and Board of Aldermen

PROJECT NO. 1775-V
Page 2 of 2

2

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	NEW CONTRACT QUANTITY	NEW CONTRACT AMOUNT
1-A	DEMOLITION - EAST FISHING PIER	1	L.S.	\$2,825.00		\$0.00	1	\$2,825.00
1-B	DEMOLITION - WEST FISHING PIER	1	L.S.	\$5,311.00		\$0.00	1	\$5,311.00
1-C	DEMOLITION - NAVIGATIONAL AIDS	1	L.S.	\$904.00		\$0.00	1	\$904.00
2-A	10" X 30' PILE	4	EA.	\$1,740.00		\$0.00	4	\$6,960.00
2-B	12" X 35' PILE	3	EA.	\$1,927.69		\$0.00	3	\$5,783.07
3-A	WOOD TIMBER PIER SUBSTRUCTURE - EAST FISHING PIER	1,912	B.F.	\$9.04		\$0.00	1,912	\$17,284.48
3-B	WOOD TIMBER PIER SUBSTRUCTURE - WEST FISHING PIER	2,487	B.F.	\$9.04		\$0.00	2,487	\$22,482.48
4-A	WOOD PIER DECK W/HANDRAIL - EAST FISHING PIER	1	L.S.	\$15,472.00		\$0.00	1	\$15,472.00
4-B	WOOD PIER DECK W/HANDRAIL - WEST FISHING PIER	1	L.S.	\$18,638.00		\$0.00	1	\$18,638.00
4-C	ROOF STRUCTURE - EAST FISHING PIER	1	L.S.	\$10,317.00		\$0.00	1	\$10,317.00
5-A	ELECTRICAL SYSTEM FOR EAST FISHING PIER	1	L.S.	\$3,620.00		\$0.00	1	\$3,620.00
5-B	ELECTRICAL SYSTEM FOR WEST FISHING PIER	1	L.S.	\$3,005.00		\$0.00	1	\$3,005.00
5-C	ELECTRICAL SYSTEM FOR WEST BREAKWATER	1	L.S.	\$18,954.00		\$0.00	1	\$18,954.00
6	WATER DISTRIBUTION SYSTEM - EAST FISHING PIER	1	L.S.	\$2,260.00		\$0.00	1	\$2,260.00
7-A	SMALL DAYMARK BOARD	26	EA.	\$242.97		\$0.00	26	\$6,317.22
7-B	LARGE DAYMARK BOARD	4	EA.	\$322.00		\$0.00	4	\$1,288.00
CO2-1	10" X 30' PILE (GUSTAV REPAIRS)	0	EA.	\$1,740.00		\$0.00	2	\$3,480.00
CO2-2	12" X 35' PILE (GUSTAV REPAIRS)	0	EA.	\$1,927.69		\$0.00	4	\$7,710.76
TOTALS:				\$141,421.25		\$11,190.76		\$152,612.01

Based upon the recommendation of Mr. Ball, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve Change Order Number 2, Phase V (Fishing Pier Repairs), as set forth above.

* * * * *

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

Minutes of May 6, 2009
Mayor and Board of Aldermen



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

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

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



May 1, 2009

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

**RE: 28th Street / Klondyke Rd. Intersection Improvements
Klondyke Rd. Bridge Replacement**

Ladies and Gentlemen:

Please find the attached proposed Contract between the City and A. Garner Russell & Assoc. to perform professional design services related to the above referenced contracts. These projects are included in the Gulf Regional Planning Commission's current Transportation Improvement Project Plan and are obligated for reimbursement under the American Recovery and Reinvestment Act, which includes a number of stipulations regarding expedited performance of these projects.

Should you desire to pursue completion and construction of these projects and if you find the proposed Contract acceptable, please authorize the Mayor to execute the agreement as soon as possible. To avoid any delays, we will consider your approval of the agreement as a "de facto" notice to begin the work.

Sincerely,

David Ball, P.E.

DB:1877
Enclosure

Minutes of May 6, 2009 Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

_____ City of Long Beach, Mississippi _____ ("Owner")

and _____ A. Garner Russell & Associates, Inc. _____ ("Engineer")

Engineer agrees to provide the services described below to Owner for the 28th Street / Klondyke Road intersection improvements and Klondyke Road bridge replacement ("Project").

Description of Engineer's Services: Provide preliminary and final design engineering services associated with the improvements to the intersection at 28th Street / Klondyke Rd. and provide final design engineering services associated with the Klondyke Road bridge replacement. The construction of these projects is included in the current GRPC Transportation Improvement Plan to be funded by the American Recovery and Reinvestment Act (ARRA); however the cost of design engineering is not reimbursable and must be funded by the City.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

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Mayor and Board of Aldermen

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the

extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

Minutes of May 6, 2009

Mayor and Board of Aldermen

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. ~~To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.~~

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Minutes of May 6, 2009

Mayor and Board of Aldermen

9.01. Payment (Hourly Rates Plus Reimbursable Expenses)

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. Professional Services will be compensated in an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times normal "City Engineering" billing rates (salary plus actual overhead plus 15% professional fee).
 2. Total compensation for the work shall not exceed \$15,000 without further authorization. It is expected that the fees will be no more than \$10,000 for the intersection improvements and \$5,000 for the bridge replacement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: A. Garner Russell & Associates, Inc.

By: _____
William Skellie, Jr.

By: _____
M. Scott Burge, P.E.

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

License or Certificate No. and State 9550 / MS

Address for giving notices:

Address for giving notices:

P. O. Box 929
Long Beach, MS 39571

P. O. Box 1677
Gulfport, MS 39502

Minutes of May 6, 2009
Mayor and Board of Aldermen

Based upon the recommendation of Mr. Ball, Alderman McNary made motion seconded by Alderman Burton and unanimously carried to approve the agreement by and between the City of Long Beach and A. Garner Russell & Associates, 28th Street/Klondyke Road Intersection Improvements Klondyke Road Bridge Replacement, as set forth above, authorizing the Mayor to execute same.

Based upon the recommendation of Mayor and City Clerk and certification by the Civil Service Commission, Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to approve administrative personnel matters, as follows:

- Step Increase, City Clerk Rebecca Schruff, CSA-10-XI, effective July 1, 2009 ;
- Step Increase, Deputy City Clerk Stacey Dahl, CSA-9-X, effective June 1, 2009;
- Step Increase, Senior Citizen Coordinator Brenda Trehern, effective December 16, 2008;
- Step Increase, Deputy Court Clerk Tina Dupree, CSA-4-II, effective May 1, 2009.

Aldermen Holder made motion seconded by Alderman Anderson and unanimously carried to spread the election certification, First Republican Primary, May 5, 2009, upon the minutes of this meeting in words and figures, as follows:

Minutes of May 6, 2009

Mayor and Board of Aldermen

SUMMARY REPT-GROUP DETAIL

CITY OF LONG BEACH, MISSISSIPPI
REPUBLICAN PRIMARY ELECTION
MAY 5, 2009

REPORT-EL45A PAGE 001

RUN DATE:06/04/04 10:33 PM

	TOTAL VOTES	%	ELECTION DAY	AFFIDAVIT
PRECINCTS COUNTED (OF 6)	6	100.00		
REGISTERED VOTERS - TOTAL	0			
BALLOTS CAST - TOTAL	3,561		3,541	20
MAYOR				
VOTE FOR 1				
LARRY AHLGREN	92	2.61	90	2
FRANK V. REED	1,475	41.78	1,464	11
WILLIAM "BILLY" SKELLIE	1,882	53.31	1,876	6
BOB WHITE	79	2.24	78	1
WRITE-IN	2	.06	2	0
ALDERMAN-AT-LARGE				
VOTE FOR 1				
LEONARD G. CARRUBBA, SR.	2,216	63.55	2,204	12
ALLEN D. HOLDER, JR.	1,262	36.19	1,256	6
WRITE-IN	9	.26	9	0
ALDERMAN WARD 1				
VOTE FOR 1				
GARY J. PONTHEIUX	244	83.28	242	2
WRITE-IN	49	16.72	49	0
ALDERMAN WARD 2				
VOTE FOR 1				
J.R. (RONNIE) BARKER	172	34.13	171	1
RICHARD NOTTER	127	25.20	125	2
BERNIE PARKER	148	29.37	145	3
MIKE TAYLOR	57	11.31	55	2
WRITE-IN	0		0	0
ALDERMAN WARD 3				
VOTE FOR 1				
KAYE H. COUVILLON	315	55.75	315	0
JERRY ROUSE	250	44.25	250	0
WRITE-IN	0		0	0
ALDERMAN WARD 4				
VOTE FOR 1				
RONNIE HAMMONS, JR.	288	43.90	287	1
MARCIA KRUSE	141	21.49	140	1
JOE McNARY "MR. MAC"	226	34.45	222	4
WRITE-IN	1	.15	1	0
ALDERMAN WARD 5				
VOTE FOR 1				
MARK E. LISHEN	504	53.62	504	0
JAMES WEDWORTH	432	45.96	432	0
WRITE-IN	4	.43	4	0

Minutes of May 6, 2009 Mayor and Board of Aldermen

SUMMARY REPT-GROUP DETAIL

CITY OF LONG BEACH, MISSISSIPPI
REPUBLICAN PRIMARY ELECTION
MAY 5, 2009

REPORT-EL45A PAGE 002

RUN DATE:06/04/04 10:33 PM

	TOTAL VOTES	%	ELECTION DAY	AFFIDAVIT
ALDERMAN WARD 6				
VOTE FOR 1				
CAROLYN J. ANDERSON	478	96.57	477	1
WRITE-IN.	17	3.43	17	0
REPUBLICAN EXECUTIVE COMMITTEE				
VOTE FOR 8				
PATRICIA BENNETT	2,071	12.64	2,062	9
DONALD ELLERMAN	1,971	12.03	1,964	7
BEN J. KITCHINGS	2,145	13.09	2,136	9
ROBERT D. "BOBBY" LADNER	2,092	12.77	2,085	7
SUSAN MOLESWORTH	2,015	12.30	2,005	10
TOMMY MOULTON	2,083	12.71	2,076	7
CHARLES R. STRINGER	1,986	12.12	1,979	7
DOLLY R. WILLIAMSON	1,959	11.95	1,951	8
WRITE-IN.	65	.40	65	0

Robert D. Ladner 05/05/09

Susan J. Molesworth 5/5/09

Patricia Bennett 5/5/09

Ben J. Kitchings 5/5/09

Tommy Moulton 5/5/09

Donald Ellerman 5/5/09

Dolly R. Williamson 5/5/09

There came on for consideration a letter with attachments from Glenn Currie, AIA, Principal, JBHM Architects, as follows:

Minutes of May 6, 2009
Mayor and Board of Aldermen



GULF COAST OFFICE
2548 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.594.2200
FAX 228.594.2020
EMAIL: info@jbhm.com

April 24, 2009

Mayor William Skellie
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

RE: LONG BEACH FIRE STATION NO. 2 -- **SPECIAL SERVICES FOR HMGP UPGRADES**

Dear Mayor Skellie:

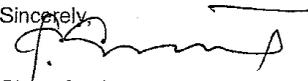
JBHM Architects is pleased to provide you with this proposal for Special Services for the new Long Beach Fire Station No. 2 (the project) that are not included in our current agreement for architectural services on this project. AMEC Earth and Environmental, on behalf of the City, has filed a Hazard Mitigation Grant Program (HMGP) application with MEMA to upgrade the living quarters of the Station to FEMA 361 standards and upgrade the building envelope of the apparatus bay to resist 180 MPH winds. Refer to the attached building diagrams for additional information.

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROJECT MANAGEMENT

Accordingly, JBHM shall provide Special Architectural and Engineering services as described in Article 1 of the attached AIA Document B727. JBHM will provide these services for a percentage of the cost of construction of the FEMA HMGP-funded components of the project, per Fee Curve "A" of the FEMA 322 Public Assistance Guide dated October 1999.

If this letter satisfactorily sets forth our agreement for these services, please execute one copy of the attached B727 and return to our office for our records. Retain the remaining copy for your files. If you have any questions or comments regarding this proposal, please do not hesitate to contact me.

Sincerely,


Glenn Currie, AIA, Principal
JBHM Architects

MISSISSIPPI
Biloxi
Columbus
Jackson
Tupelo

TENNESSEE
Memphis

PARTNERS

JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
MICHAEL GREY JONES, AIA

PRINCIPALS

JACK W. BALLARD, AIA
GLENN CURRIE, AIA

Attachments: AIA Document B727 – 1988
Building Envelope Diagrams

cc: David Vicknair – Broaddus and Associates
Eddie Bigelow – AMEC
JBHM #07153.01

Minutes of May 6, 2009 Mayor and Board of Aldermen

AIA Document B727™ – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the 6th day of May in the year 2009

BETWEEN the Owner:
(Name and address)

City of Long Beach
645 Klondyke Road
Long Beach, Mississippi 39560
Tel: 228-863-1556
Fax: 228-865-0822

and the Architect:
(Name and address)

JBHM Architects, P.A.
2548 Beach Blvd., Suite 100
Biloxi, Mississippi 39531
Tel: 228-594-2200
Fax: 228-594-2020

for the following Project:
(Include detailed description of Project, location, address and scope.)

07153 City of Long Beach Fire Station No. 2
First Responders Shelter Components and Wind Retrofit Upgrades
Long Beach, Mississippi 39560

The Owner and the Architect agree as set forth below.

The services provided under this agreement are complimentary to the Architect's basic services being provided under a separate agreement with the Owner, hereby included by reference as the AIA Document B141, 1997 Standard Form of Agreement between Owner and Architect, dated April 16, 2008 for the construction of the New Fire Station No. 2 for the City of Long Beach and the Long Beach Fire Department. This agreement for services is an addendum to and an extension of the services provided under the referenced agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

init.

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Minutes of May 6, 2009

Mayor and Board of Aldermen

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided:

Architectural and Engineering Services shall be provided for the following community shelter components necessary for the areas defined as community shelter to comply with the referenced FEMA 361 Construction Guidance for Community shelters. Services shall also be provided for Apparatus Bay components being upgraded to resist the design pressures generated by 180 MPH winds:

(Row deleted)

- o Structural Upgrades to Building Envelope
- o Secondary Roof Membrane & Rated copings (if necessary)
- o Impact-resistant Glazing Systems
- o Rated Personnel Doors
- o Rated Coiling Overhead Shutters
- o Rated Louvers and Dampers with Pressure Sensors
- o Water Well
- o Emergency Generator
- o Water Storage Tanks
- o Sewage Holding Tank
- o Apparatus Vehicle Door Upgrades

Method and means of compensation:

Fees for services shall be calculated in accordance with the FEMA Fee Curve A as defined on Page 77 of the Public Assistance Guide dated October 1999 and shall be applied to the total construction cost of the community shelter components as outlined herein.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION

§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or

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Minutes of May 6, 2009

Mayor and Board of Aldermen

equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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Minutes of May 6, 2009

Mayor and Board of Aldermen

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

.1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;

(Paragraph deleted)

.3 fees paid for securing approval of authorities having jurisdiction over the Project;

.4 reproductions;

.5 postage and handling of documents;

.6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;

.7 renderings and models requested by the Owner;

.8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and

.9

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Fee shall be a percentage of the Cost of Construction in accordance with the Fee Curve "A" as shown on Page 77 of the Public Assistance Manual.

Minutes of May 6, 2009

Mayor and Board of Aldermen

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one and one tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

William Skellie, Jr., Mayor
City of Long Beach

(Printed name and title)

ARCHITECT

(Signature)

David Glen Currie, AIA, Principal
JBHM Architects, PA

(Printed name and title)

Init.

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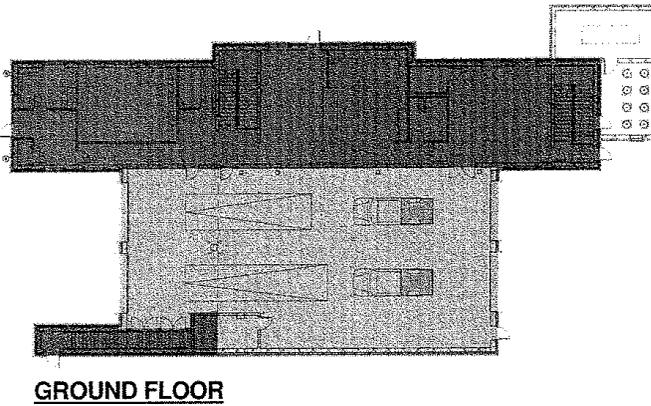
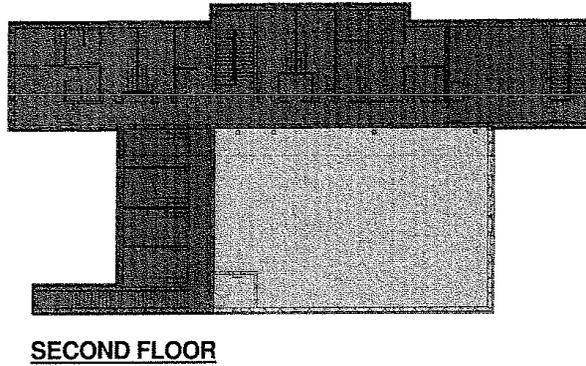
User Notes:

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Minutes of May 6, 2009
Mayor and Board of Aldermen

BUILDING ENVELOPE LEGEND	
	361 ENVELOPE
DESIGN WIND SPEED: 200 MPH	
IMPACT RESISTANCE: 15 LB. 2x4 LARGE MISSILE SPECIMEN FIRED HORIZONTALLY AT 100 MPH. MOMENTUM AT IMPACT SHALL BE 68 POUNDS-SECONDS.	
	WIND RETROFIT ENVELOPE
DESIGN WIND SPEED: 160 MPH	
IMPACT RESISTANCE: 9 LB. 2x4 LARGE MISSILE SPECIMEN FIRED HORIZONTALLY PER ASTM E 1886 / E 1996	



**BUILDING ENVELOPE DIAGRAMS:
LONG BEACH FIRE STATION NO. 2**



Upon discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the agreement, Special Services for HMGP Upgrades, Fire Station Number 2, JBHM Architects, authorizing the Mayor to execute same, all as set forth above.

Minutes of May 6, 2009 Mayor and Board of Aldermen

There came on for consideration a letter with attachments from Glenn Currie, AIA, Principal, JBHM, as follows:



GULF COAST OFFICE
2548 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.594.2200
FAX 228.594.2020
EMAIL: info@jbhm.com

April 24, 2009

Mayor William Skellie
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

RE: LONG BEACH FIRE STATION NO. 2 – RPR SERVICES FOR HMGP UPGRADES

Dear Mayor Skellie:

JBHM Architects is pleased to provide you with this proposal for Resident Project Representative (RPR) services for the new Long Beach Fire Station No. 2 (the project) that are not included in our current agreement for architectural services on this project. The services associated with coordinating the specialized work of this project will be a considerable task requiring the regular presence of the Architect in the form of our Project Representative. The intent of the FEMA 361 guidelines are to provide 'near absolute protection' for human life; therefore, a greater degree of oversight during construction operations is often desirable.

Our current contract for basic architectural services provides for site visits at intervals appropriate to the stage of Contractor's operations, to become generally familiar with and (1) to keep the owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the work, and (3) to determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, our current contract does not provide for exhaustive or extended on-site inspections to check the quality or quantity of the Work.

AMEC Earth and Environmental, on behalf of the City, has included a request for RPR Services in the Hazard Mitigation Grant Program (HMGP) application on file with MEMA.

Accordingly, JBHM will provide a representative dedicated to the FEMA 361 Shelter-related portions of the project with services to initiate upon award of the contract for construction and to continue through Construction until such time that the project is substantially complete. These services entail regular and detailed on-site observation of the Project in accordance with the AIA Document B352 as attached hereto. JBHM's Project Representative shall be on site as the specialized construction is planned, commences, and progresses to completion. JBHM will provide these services on an hourly basis with a not to exceed amount of three percent (3%) of the cost of construction of the FEMA HMGP-funded components of the project. An hourly rate of \$225, per the attached JBHM Hourly Rates document, will be employed. Reimbursable expenses are in addition to these standard hourly rates as identified on the attachment.

ARCHITECTURE
PLANNING
ANALYTICAL ARCHITECTURE
INTERIOR DESIGN
CREATIVE DESIGN
CONSTRUCTION MANAGEMENT

MISSISSIPPI
Biloxi
Columbus
Jackson
Tupelo
TENNESSEE
Memphis

PARTNERS
JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
MICHAEL GREY JONES, AIA

PRINCIPALS
JACK W. BALLARD, AIA
GLENN CURRIE, AIA

Minutes of May 6, 2009
Mayor and Board of Aldermen

City of Long Beach – RPR Proposal
April 24, 2008
Page 2

If this letter satisfactorily sets forth our agreement for these services, please execute one copy of this proposal and return to our office for our records. Retain the remaining copy for your files. If you have any questions or comments regarding this proposal, please do not hesitate to contact me.

Sincerely,



Glenn Currie, AIA, Principal
JBHM Architects

Attachments: AIA Document B352 – 2000
JBHM Hourly Rates

cc: David Vicknair – Broaddus and Associates
Eddie Bigelow – AMEC
JBHM #07153.01

ACCEPTED AND AGREED TO ON THIS THE 6th DAY OF May, 2009.



Mayor William Skellie, Jr.
City of Long Beach, MS

Minutes of May 6, 2009 Mayor and Board of Aldermen

AIA® Document B352™ – 2000

Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative Recommended as a Reference Document when an Architect's Project Representative is Employed

for the following PROJECT:

(Name and location or address):

07153 City of Long Beach Fire Station No. 2
RPR Services for Long Beach Fire Station No. 2 First Responders Shelter Components
Following FEMA 361 Construction Guidance for Community Shelters and Wind Retrofit
Upgrades.
Long Beach, Mississippi 39560

THE OWNER:

(Name and address):

City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

THE ARCHITECT:

(Name and address):

JBHM Architects, P.A.
2548 Beach Blvd., Suite 100
Biloxi, Mississippi 39531

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

1. GENERAL

§ 1.1 The Architect's Project Representative shall be stationed at the site during work related to the FEMA 361 shelter Components and shall be responsible for assisting the Architect in the administration of the Contract. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect Agreement shall not be modified by the furnishing of such Project Representative.

§ 1.2 Communications by the Architect's Project Representative relating to administration of the Contract shall, in general, be restricted to the Architect and Contractor. The Project Representative shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.

2. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

§ 2.1 Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents. Notify the Architect if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

§ 2.2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.

Init.

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§ 2.3 Receive and respond to requests from the Contractor for information and, when authorized by the Architect, provide interpretations of the Contract Documents.

§ 2.4 Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Architect. If they are accepted, prepare Architect's Supplemental Instructions, incorporating the Architect's Modifications to the Contract Documents.

§ 2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

§ 2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures, test results and verify testing invoices to be paid by the Owner.

§ 2.7 Maintain records at the construction site in an orderly manner, including correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.

§ 2.8 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.

§ 2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples required at the site, notify the Architect when they are ready for examination, record the Architect's approval or other action and maintain custody of approved Samples.

§ 2.10 Review the Contractor's record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.11 Review Applications for Payment and forward to the Architect with recommendations for disposition.

§ 2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.

§ 2.13 Assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion.

§ 2.14 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Architect's Project Representative shall not exceed the authority of the Architect under the Owner-Architect Agreement :

The Project Representative shall NOT:

§ 3.1 Authorize deviations from the Contract Documents.

§ 3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

§ 3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

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§ 3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.

§ 3.5 Expedite the Work for the Contractor.

§ 3.6 Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

§ 3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.

§ 3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

§ 3.9 Prepare or certify the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications.

§ 3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

§ 3.11 Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents.

§ 3.12 Order the Contractor to stop the Work or any portion thereof.

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HOURLY RATES

Partner	\$325
Principal/Director	\$225
Associate/Associate Director	\$190
Team Leader	\$170
Construction Administrator	\$140
Team Member I <i>(Architectural/Interior Design/Landscape Intern/Production I)</i>	\$125
Team Member II <i>(Architectural/Interior Design/Landscape Intern/Production II)</i>	\$90
Office Manager	\$115
Adm/Op Assistant	\$80
Co-op/Summer/Office Helper	\$50

- Services of professional consultants at a multiple of one and two tenths (1.2) times the amount billed to the Architect for such services.
- For purposes of this agreement, the Partners are as follows:

Joseph S. Henderson, AIA
Richard H. McNeel, AIA
Michael Grey Jones, AIA
- Reimbursable expenses at a multiple of one and one tenth (1.1) times the expense incurred, including the following:

Mileage at \$0.55 per mile (authorized out-of-town travel only).
Expense of reproductions, postage and handling of plans,
specifications and other documents.



Upon discussion, Alderman Notter made motion seconded by Alderman Burton and unanimously carried to approve the agreement, RPR Services for HMGP Upgrades, Fire Station Number 2, JBHM Architects, authorizing the Mayor to execute same, all as set forth above.

There came on for consideration a letter from First Baptist Church, as follows:

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LARUE STEPHENS, PH.D., PASTOR
JOHN MCCALL, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION

April 27, 2009

Mayor Billy Skellie
Long Beach City Hall
P.O. Box 929
Long Beach, MS 39560

Dear Mayor Skellie and Aldermen,

We would like to request permission to place 3 banners in the City of Long Beach from May 11 – June 3, 2009. The banners will be placed at the following locations:

1. Pineville and railroad by the Texaco gas station
2. Railroad and Cleveland Ave on the southeast corner
3. Cleveland and Klondyke at the triangle

All of these will be put low so as not to obstruct traffic view. We have used these locations for the past 3 years.

We would like to thank you for the opportunity to get the word out to our families about an opportunity for activities for the children of our city.

Thank you for all you do for the city of Long Beach.

Sincerely,

Brenda Davis
Minister of Education
First Baptist Church
Long Beach, MS

300 North Cleveland Avenue • P.O. Box 338 • Long Beach, MS 39560 • Phone: 228-864-2584 • www.fbclb.com

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the request as submitted.

Discussion was held regarding the zoning enforcement job description and payment schedule, however, no formal action was required or taken.

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There came on for consideration a personnel matter, whereupon, Alderman Boggs read a letter into the record, withdrawing his name from the General Election ballot as the independent candidate on June 2, 2009, as follows:

May 6, 2009

*After prayer and reflection, I
am withdrawing my name as a
candidate for Ward One alderman.*

*The reason is simple. My doctor,
a cancer specialist, advises me that
my health continues to be problematic.
Stress and anxiety, the definition of
this job, is to be avoided.*

*I regret that my health problems
leave the fine citizens of Ward One
without a choice on June 2nd, the
general election.*

*As an ancient Greek philosopher said:
"Demand not that events should happen
as you wish, but wish them to happen
as they do, and you will go on well"* *Chas. Boggs*

The City Attorney reported that Peggy Joyce Blakeney filed suit in the State Supreme Court regarding the Jerry's Lawnmower case; no formal action was required or taken regarding this matter.

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Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to approve the ground lease agreement by and between the Long Beach School District and the City of Long Beach, as follows:

STATE OF MISSISSIPPI

COUNTY OF HARRISON

GROUND LEASE AGREEMENT

This agreement entered into as of the latest of the dates of any signature below by and between the **Long Beach School District** of Long Beach, Mississippi, hereinafter sometimes referred to as "Lessor" and/or "the District," and the **City of Long Beach**, Mississippi, hereinafter as sometimes referred to as "Lessee" or the "City."

WHEREAS, Lessor is the owner in fee simple certain real property commonly known as the former Harper McCaughan Elementary School Site on Jeff Davis Avenue in Long Beach, Mississippi; and

WHEREAS, the elementary school formerly located on such property was destroyed by Hurricane Katrina on August 29, 2005; and

WHEREAS, the Long Beach School District is in the process of rebuilding such elementary school at another location on other property owned by the Long Beach School District and the subject property is not currently needed for use as site to rebuild an elementary school at this location at this time; and

WHEREAS, in furtherance of its efforts to rebuild and restore the city after Hurricane Katrina, the City has secured funding from available sources to build and construct a park, town green and related community facilities for use by the public for various community events and occasions, and which facilities may also be used by and contribute significantly to the benefit of the students and mission of the Long Beach School District; and

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WHEREAS, The City of Long Beach is desirous of utilizing a portion of said land for said purpose under the terms and conditions enumerated and incorporated in this Agreement; and

WHEREAS, The Long Beach School District has found by resolution that the school land and property upon which the City desires to build and construct a park, town green and related community facilities for use by the public for various community events and occasions, and which facilities may also be used by and contribute significantly to the benefit of the students and mission of the Long Beach School District, is not needed for school or school-related purposes and is not to be used in the operation of the schools of the district during the anticipated term of the lease; that such school land and property may yield a higher long-term economic value to the district pursuant to such lease; that the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the school district; and that the use of the school land and property for the purpose for which it is to be leased will promote and foster the development and improvement of the community in which the District is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof by providing facilities and locations for City and school functions, activities and events to be held within the City, and otherwise.

NOW, THEREFORE, with all of the foregoing recitals being fully incorporated herein by reference and accepted by the parties hereto as an unconditional part of this Lease Agreement, and for the considerations set forth herein, the parties hereto covenant and agree as follows, to wit:

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ARTICLE I

DEMISE OF PREMISES

(1) DEMISE: Lessor does hereby lease to Lessee for use as a public park as more particularly described herein and subject to the provisions contained herein and for no other purposes that certain land and property lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, more particularly described as follows to-wit:

See Attached Exhibit A

(2) INITIAL TERM: The initial term of this lease shall be for a period of twenty-five (25) years commencing on the later date of execution hereof by any party, and terminating twenty five (25) years later on the same date, except as otherwise provided herein.

(3) EXTENSIONS: Upon the expiration of the Initial Term, this lease may be extended by mutual agreement of the parties for additional periods of five years each, to be known as the Extension Term(s)

(4) HOLDOVER: Upon the expiration of the Initial Term of this lease or any Extension Term should the City continue to occupy the subject property this lease shall continue to be in effect from month to month during such period of occupation by the City, such period of occupation to be known as the "Holdover Term." Either party may give notice of its intention to terminate this lease during the Holdover term by giving thirty (30) days written notice to the other party of such intention.

(5) RENT:

(a) Lessee will pay as rental the sum of \$1.00 per year during the Initial Term of this lease.

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(b) In the event the Lessee elects to extend the lease as provided herein above, then the rent for each such extension term shall be as established and agreed by mutual agreement of the parties.

(c.) During any Holdover period, the rent shall be payable in advance each month during the Holdover period, and shall be paid in an amount equal to one twelfth of the annual rent charged during the last year of the Initial or most recent Extension Term.

ARTICLE II

ACCEPTANCE

City acknowledges that it has examined the parcel described in Exhibit "A" and finds the same to be in good and safe condition and accepts the location in its "as is" condition.

ARTICLE III

PURPOSE

The subject property is leased to City on an exclusive basis for the term hereof, for the limited purpose as described herein. The property may not be leased or subleased, and may not be used for any other purpose without written consent of the Lessor.

ARTICLE IV

IMPROVEMENTS

As additional consideration for this agreement, City shall construct, at Lessee's expense and commencing within the first one hundred eighty (180) days of the commencement of this lease agreement a park, green space and city commons area substantially in conformance with the plans attached as Exhibit B hereto. It is recognized and agreed that the exact plans and specifications to such park are subject to

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completion and modification, and thus may be subject to change in some respects, but may not change in material respect the intended purpose of the property as a park, town green and commons area. Any material changes or modifications in such plans shall be approved by the Lessor.

City shall not place any permanent improvements at the location without the prior written approval and consent of the Lessor, and construction of any fixed improvements on the subject property shall be first approved by the School District, which approval will not be unreasonably withheld.

Lessee agrees to provide to the School District a complete set of plans and specifications detailing any fixed improvements which Lessee proposes to construct on the subject assigned property prior to commencing any construction. Within thirty (30) days of the submittal in writing of a complete set of plans and specifications detailing any such proposed improvements, the School District will act on any submission of proposed improvements which Lessee plans to construct on the property. Approval of such plans will not be unreasonably withheld, and approval shall be deemed granted unless specific objections are provided to Lessee within said thirty (30) day period.

ARTICLE V

TEMPORARY EASEMENTS

The School District will provide to Lessee, at no additional consideration, nonexclusive, unhindered rights-of-way or easements over, across and through such of School District's remaining adjacent property as is reasonable and necessary to accommodate the construction of such park on the subject property.

ARTICLE VI

DESTRUCTION OF LEASED PREMISES

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In the event that the improvements to the Leased Premises are damaged or destroyed by fire, flood, storm or other casualty Tenant may proceed with reasonable diligence and at its sole cost and expense to rebuild and repair those improvements on the Leased Premises, as hereinafter provided. Alternatively, Tenant may cancel this lease and surrender the demised premises to the Lessor as provided herein below.

ARTICLE VII

SURRENDER UPON TERMINATION

At the expiration of the Term or upon the earlier termination of this Agreement, the City shall surrender the location to the School District in a condition suitable for use by the School District for its purposes. Any improvements constructed by the City and deemed by the School District to be an impediment to its future use shall be removed by the City at its sole cost and expense. City shall return the property to the School District in as near to its condition at the beginning of this lease as is reasonably possible.

ARTICLE VIII

SEVERABILITY

If any provision of the Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and the application of such remaining provision(s) shall not be affected thereby.

ARTICLE IX

NOTICES

Any notice required to be given under this Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, certified mail, to the parties at the address below:

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ARTICLE X

SUBMISSION TO ATTORNEY GENERAL

This proposed Agreement shall be submitted to the Attorney General of the State of Mississippi for approval, and be contingent upon receipt of same.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this the ____ day of _____, 2009.

LONG BEACH SCHOOL DISTRICT

THE CITY OF LONG BEACH,

MISSISSIPPI

BY: _____
James Stubbs, President of the
Board of Trustees.

BY: 
William Skellie, Mayor

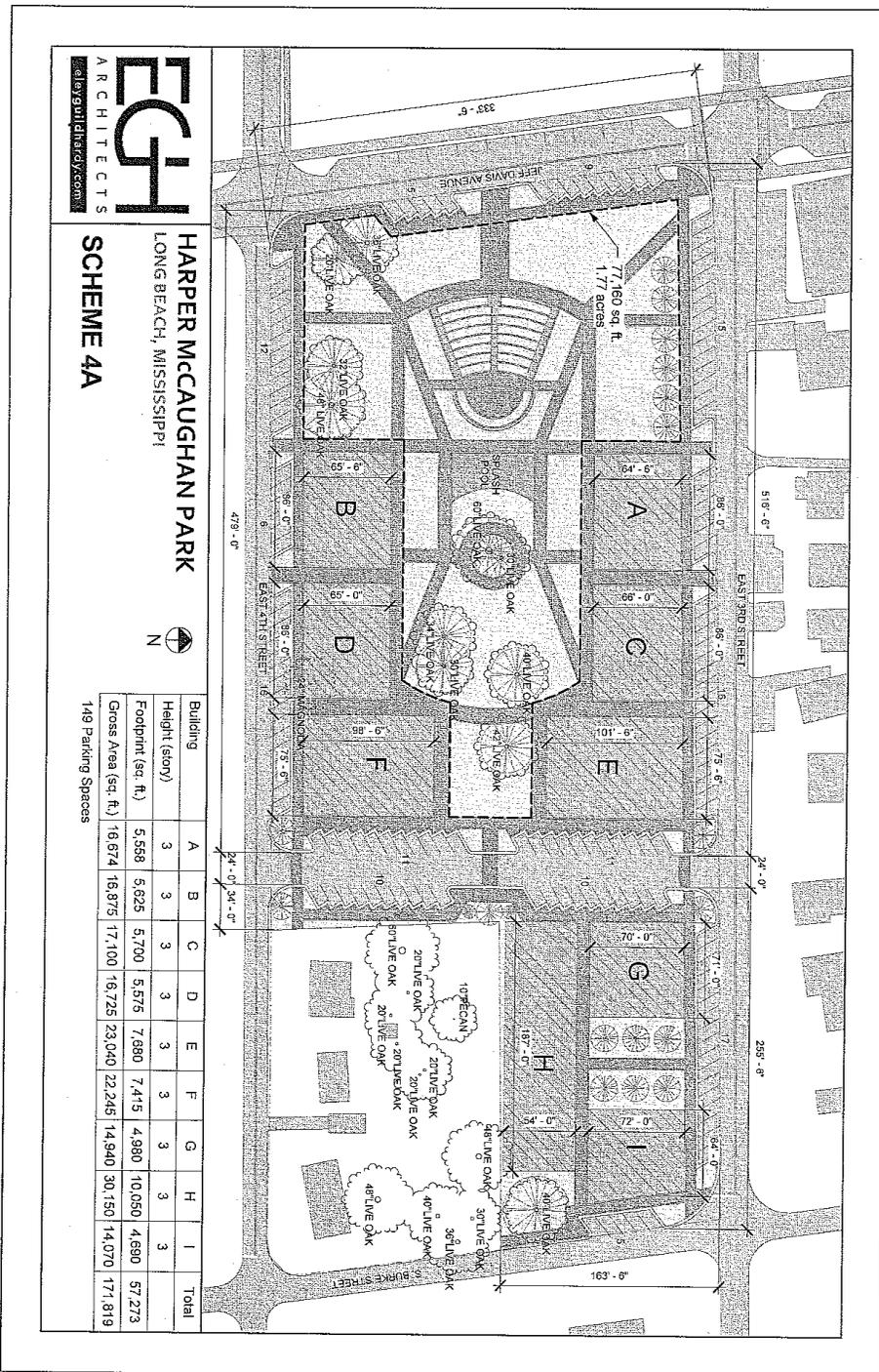
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EXHIBIT A TO THAT CERTAIN GROUND LEASE
BETWEEN THE LONG BEACH SCHOOL DISTRICT
AND THE CITY OF LONG BEACH DATED MAY 6, 2009

The leased premises is hereby identified by reference to the attache drawing entitled **Harper McCaughan Scheme 4A** in aid of description.

The property to be leased shall include the property shaded green and being inside the dashed line, and comprising 1.77 acres, more or less, and will be subsequently more particularly described by survey to be prepared and supplemented to this description.

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The City Attorney updated the Mayor and Board of Aldermen on the summary judgement filed by members of the McCaughan family; no formal action was required or taken regarding this matter.

The City Attorney reported on a request from Keesler Federal Credit Union to amend the legal notice for public hearing scheduled for June 6, 2009, to incorporate the additional property included in the hearing before the Planning Commission. Upon

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discussion, it was noted for the record that the legal notice is correct as published and no formal action was required or taken.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to recess the meeting to Tuesday, May 26, 2009, due to the Run-Off Election being held on May 19, 2009.

APPROVED:

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

Alderman Charles A. Boggs, Ward 1

Alderman Richard Notter, Ward 2

Alderman Richard Burton, Ward 3

Alderman Joseph McNary, Ward 4

Alderman Mark Lishen, Ward 5

Alderman Carolyn Anderson, Ward 6

Date: _____

ATTEST:

Rebecca E. Schruff, City Clerk