

**Minutes of November 17, 2009
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., it being the third Tuesday in November, 2009, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruuff, and James C. Simpson, Jr.

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

The meeting was called to order and the Mayor and Board of Aldermen recognized the Youth Leadership Class of 2009-2010.

* * *

The Jingle Bell 5-K Run will take place December 5, 2009, with a \$20.00 admission fee to assist in funding the Substance Abuse Task Force, the "Safe after Prom Party", and scholarships for Youth Leadership.

* * *

The Mayor and Board of Aldermen proclaimed November 17, 2009, "*Long Beach Schools Blue Ribbon Day*", and recognized school administrators, teachers and staff.

There were no amendments to the Municipal Docket.

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

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

NOTE: All comments **shall** be directed to the Chairman (Mayor).

Comments of a personnel nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, disruptive comments or improper actions **will not** be permitted.

Public Comments will be limited to a total of **ten (10) minutes** and limited to a maximum of **two (2) minutes** per person.

Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.

	NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	MARCIA KAUSE 19015 REDBUD DR 313-8938	XII	
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Upon clarification of the Castine Pointe Development zone change ordinance, Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated November 3, 2009, as submitted.

There came on for consideration the November 12, 2009, minutes of the Planning Commission and Alderman Lishen made motion seconded by Alderman Anderson to

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approve said minutes for discussion regarding the final revision, Smart Code, from Ayers Saint Gross. The Mayor reported that there has been no response as yet from Ayers Saint Gross and it was determined that Alderman Lishen will contact Planning Commission Chairman Frank Olaivar for an update and if necessary, representatives of Ayers Saint Gross, and communicate via e-mail with an update to the Mayor and Board of Aldermen.

There being no further discussion, the motion to approve the aforementioned Planning Commission minutes unanimously carried.

Alderman Couvillon made motion seconded by Alderman Carrubba to take the special meeting minutes of the Port Commission dated November 12, 2009, under advisement for review and consideration to discuss further negotiations at a work session regarding terms and agreements in the lease by and between the Long Beach Port Commission and Blue Ridge Properties, LLC, and the assumption and assignment of lease by and among Look out Catering, LLC and Blue Ridge Properties, LLC.

*

*

Alderman Anderson made substitute motion seconded by Alderman Lishen to approve the special meeting minutes of the Port Commission dated November 12, 2009, as submitted.

Upon deliberation for further discussion, Alderman Ponthieux called for the question on the substitute motion to approve the aforementioned Port Commission minutes as submitted, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Nay
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Nay
Alderman Carolyn Anderson	voted	Aye
Alderman Leonard G. Carrubba Sr.	voted	Nay
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the Affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried and the November 12, 2009, Port Commission minutes approved as submitted.

*

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Upon further clarification, discussion was held to determine whether or not the roll call vote was on the substitute motion to approve the November 12, 2009, Port Commission minutes, as submitted; or a roll call vote on the call for the question, which would require a super majority.

* *

It was determined that the results of the roll call vote was on the substitute motion to approve the November 12, 2009, Port Commission minutes, as submitted.

* *

For additional clarification, the City Attorney advised that the Board of Aldermen could make a motion to reconsider the vote on the substitute motion to approve the November 12, 2009, Port Commission minutes, as submitted, and make a subsequent motion to consider the call for the question on the substitute motion.

Alderman Carrubba then made motion seconded by Alderman Parker to reconsider the substitute motion to approve the November 12, 2009, Port Commission minutes, as submitted.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Nay
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn Anderson	voted	Nay
Alderman Leonard G. Carrubba Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Nay
Alderman Ronnie Hammons, Jr.	voted	Nay

The question having received the NEGATIVE vote of a majority of the Aldermen present and voting, the Mayor declared the motion NOT CARRIED and the November 12, 2009, Port Commission minutes approved, as submitted.

* *

Alderman Couvillon made motion seconded by Alderman Carrubba to read a statement into the official record.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Nay
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn Anderson	voted	Nay

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Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Nay
Alderman Ronnie Hammons, Jr.	voted	Nay

The question having received the NEGATIVE vote of a majority of the Aldermen present and voting, the Mayor declared the motion NOT CARRIED.

* * * * *

Upon further discussion, it was noted for the record that the City Attorney will correct several typographical errors in the aforementioned lease agreement.

* * * * *

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

* * * * *

Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims number 111709, inclusive of pay application #2, Harbor Master Building, to H. Gordon Myrick, as follows:

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M E M O R A N D U M

TO: City of Long Beach, Mayor William Skellie

FROM: Ron Robertson, Project Manager

SUBJECT: Harbor Master Building Project
Pay Application #2

DATE: Monday, November 9, 2009

CC: **Ginny Breckenridge, MEMA Horne Group**
Michael Costelli, Simpkins & Costelli

Please find included *Pay App #2 for period ending October 31, 2009* and a spreadsheet detailing percentage of payment from Tidelands, Insurance, and FEMA. Broaddus & Associates recommends paying \$2,918.31 from Tidelands, \$1,179.78 from Insurance, \$15,490.41 from FEMA PA as detailed in the spreadsheet and corresponding to Pay Application #2 for \$19,588.50 from H. Gordon Myrick, Inc, certified by Simpkins & Costelli, Inc.

Should there be any questions, please do not hesitate to contact me.

Best Regards,

Ron Robertson

Ron Robertson, Project Manager
Broaddus & Associates
(228) 224-0339

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Harbor Master Building, City of Long Beach
Funding Summary

Pay Application # 2

Period Ending 10/31/2009

Funding Sources				
	Insurance	FEMA	Tidelands	Total
Original Contract	\$ 60,000.00	\$ 745,268.00	\$ 190,946.00	\$ 996,214.00
Change Orders				
1	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	
4				
Total CO	\$ -	\$ -	\$ -	\$ -
	\$ 60,000.00 6.02%	\$ 745,268.00 74.81%	\$ 190,946.00 19.17%	Total Current Contract \$ 996,214.00
Total Base and CO Completed and Stored	\$ 5,155.70	\$ 64,039.62	\$ 16,407.67	\$ 85,603.0
Total Retainage 10%	\$ 515.57	\$ 6,403.96	\$ 1,640.77	\$ 8,560.30
Total Earned less Retainage	\$ 4,640.13	\$ 57,635.66	\$ 14,766.90	\$ 77,042.69
Previous Payments thru # 1	\$ 3,460.35	\$ 42,145.25	\$ 11,848.59	\$ 57,454.19
Totals, Pay App # 2	\$ 1,179.78	\$ 15,490.41	\$ 2,918.31	\$ 19,588.50

Previous Payments				
Pay App No.	Insurance	FEMA	Tidelands	C & S App'd Amt.
9/30/2009	\$3,460.35	\$42,145.25	\$11,848.59	\$57,454.19
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals	\$3,460.35	\$42,145.25	\$11,848.59	\$57,454.19

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SIMPKINS & COSTELLI, INC.

P.O. Box 6235
Gulfport, Mississippi 39506
(228) 864-6289

TO:

Broaddus & Associates
2510 14th Street, Suite 810
Gulfport, MS 39501

LETTER OF TRANSMITTAL

Date:	Job No.
November 5, 2009	0630.3.3
Attn: Ron Robertson	
Re: Harbormaster Building	
Long Beach, MS	

WE ARE SENDING YOU Attached Under separate cover via US Mail the following items:

- Shop Drawings Prints Plans Samples Specifications
 Copy of Letter Change Order Calculations _____

Copies	Date	No.	Description
4			Contractor's Application for Payment No. 2

THESE ARE TRANSMITTED as checked below:

- For approval Reviewed Furnish as corrected
 For your use Rejected
 As requested Revise and Resubmit
 For review & comment _____
 FOR BIDS DUE _____ 20____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

COPY TO: H. Gordon Myrick, Inc.

SIGNED: *Michael R. Costelli*
 Michael R. Costelli, PE
Am

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No. Two (2)

RECOMMENDATION OF PAYMENT

OWNER's Project No. _____ ENGINEER's Project No. 0630
Project Harbormaster Building, Long Beach, MS

CONTRACTOR H. Gordon Myrick, Inc.
Contract For Harbormaster Building Contract Date August 20, 2009
Application Date November 3, 2009 Application Amount \$19,588.50
For Period Ending October 31, 2009

To City of Long Beach, Mississippi
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

Simpkins & Costelli, Inc.
ENGINEER

Dated November 4, 2009

By: 

STATEMENT OF WORK

Original Contract Price	<u>\$ 996,214.00</u>	Work to Date	<u>\$ 85,603.00</u>
Net Change Orders	<u>\$ -0-</u>	Amount Retained	<u>\$ 8,560.30</u>
Current Contract Price	<u>\$ 996,214.00</u>	Subtotal	<u>\$ 77,042.70</u>
Work to be Done	<u>\$ 910,611.00</u>	Previous Payments Recommended	<u>\$ 57,454.20</u>
		Amount Due	<u>\$ 19,588.50</u>

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We build trust.

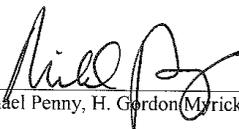
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

RE: Harbormaster Building
704 Cleveland Avenue South
Long Beach, MS 39560

CERTIFICATION – LIEN RELEASE

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amount that the prime contractor intends to withhold or retain from a subcontractor or supplier that is not in accordance with the terms and conditions of the subcontract.



Michael Penny, H. Gordon Myrick, Inc.

Controller

DATE: _____
October 31, 2009

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of Long Beach
Long Beach, MS

PROJECT: Long Beach Harbormaster
704 Cleveland Avenue South
Long Beach, MS

APPLICATION NO: 2 (two)

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR

PERIOD TO: October 31, 2009

FROM CONTRACTOR:

H. Gordon Myrick, Inc.
3207 D. Avenue
Gulfport, MS 39507

ARCHITECT: Simpkins & Costelli, Inc.
401 32-1/2 Street
Gulfport, MS 39507

CONTRACT FOR: NEW CONSTRUCTION

PROJECT #: 09006

CONTRACT DATE: August 20, 2009

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	\$ 996,214.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 996,214.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 85,603.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 7,324.80
b. 10 % of Stored Material (Column F on G703)	\$ 1,235.50
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 8,560.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 77,042.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 57,454.20
8. CURRENT PAYMENT DUE	\$ 19,588.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 919,171.30

CONTRACTOR: H. GORDON MYRICK, INC.

By:  Date: November 3, 2009
 Michael H. Penny, Contractor
 State of: Mississippi County of: Harrison
 Subscribed and sworn to before me this 3rd day of November, 2009
 Notary Public: Cheryl Verhoeven
 My Commission expires: April 2, 2011


ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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: \$ 19,588.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and other Continuation Sheet that are changed to conform with the amount certified.)

By:  Date: 11-4-2009
 Michael Costelli
 ARCHITECT: SIMPKINS & COSTELLI, LLC.

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.

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION: AIA® - © 1992

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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APPLICATION AND CERTIFICATE FOR PAYMENT

H. GORDON MYRICK, INC. P.O. BOX 1479 GULFPORT, MS 39502	APPLICATION NUMBER 2 APPLICATION DATE 11/3/2009 PERIOD FROM 10/01/09 TO 10/31/09 PROJECT # 09006	OWNER City Of Long Beach, MS PROJECT Long Beach Harbormaster Long Beach, MS
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A	B	C	D(FROM G) E (ENTER) F (ENTER)			G (D+E+F)	(G/C)	H (C-G)
			WORK COMPLETED					
			PREVIOUS APPLICATION	THIS APPLICATION				
WORK IN PLACE	STORED MATERIAL	TOTAL COMPLETE & STORED TO DATE		PERCENT COMPLETE	BALANCE TO FINISH			
Elevation, ADA & Superstructure								
1000	Special & General	56,046	5,500	5,500	0	11,000	19.63%	45,046
1104	Special Insurances	30,960	30,960	0	0	30,960	100.00%	0
1111	Testing	10,196	0	0	0	0	0.00%	10,196
2368	Concrete Piles	107,302	0	0	0	0	0.00%	107,302
2711	Fencing	4,268	0	0	0	0	0.00%	4,268
3300	Concrete Work	119,264	0	0	0	0	0.00%	119,264
4200	Masonry	11,773	0	0	0	0	0.00%	11,773
5120	Structural Steel	42,584	0	0	0	0	0.00%	42,584
6100	Elevator Rooms	4,117	0	0	0	0	0.00%	4,117
9900	Painting	11,097	0	0	0	0	0.00%	11,097
14240	Elevator	50,695	0	0	0	0	0.00%	50,695
15400	Plumbing & HVAC	1,572	0	0	0	0	0.00%	1,572
16000	Electrical	5,183	0	0	0	0	0.00%	5,183
	Labor Burden	12,876	640	944	0	1,584	12.30%	11,292
SUBTOTAL		467,933	37,100	6,444	0	43,544	9.31%	424,389
Building Only Costs								
1000	Special & General	40,585	0	0	0	0	0.00%	40,585
1104	Special Insurances	19,258	19,258	0	0	19,258	100.00%	0
2050	Demolition	11,076	7,480	2,966	0	10,446	94.31%	630
2200	Excavation & Backfill	3,228	0	0	0	0	0.00%	3,228
2603	Force Main Sewer Syssem	14,500	0	0	0	0	0.00%	14,500
6100	Rough Carpentry	89,612	0	0	12,355	12,355	13.79%	77,257
6200	Finish Carpentry	10,292	0	0	0	0	0.00%	10,292
7210	Insulation	2,643	0	0	0	0	0.00%	2,643
7414	Roofing	7,053	0	0	0	0	0.00%	7,053
7620	Flashing	1,234	0	0	0	0	0.00%	1,234
7900	Sealants	2,468	0	0	0	0	0.00%	2,468
8100	Hollow Metal	8,262	0	0	0	0	0.00%	8,262
8611	Clad Windows	17,463	0	0	0	0	0.00%	17,463
8700	Finish Hardware	802	0	0	0	0	0.00%	802
9250	Gypsum Drywall	2,900	0	0	0	0	0.00%	2,900
9300	Tile	1,222	0	0	0	0	0.00%	1,222
9650	Rubber Base	864	0	0	0	0	0.00%	864
9900	Painting	23,946	0	0	0	0	0.00%	23,946
10000	Specialty Items	6,319	0	0	0	0	0.00%	6,319
15400	Plumbing	35,014	0	0	0	0	0.00%	35,014
15600	HVAC	8,765	0	0	0	0	0.00%	8,765
16000	Electrical	20,505	0	0	0	0	0.00%	20,505
	Labor Burden	9,324	0	0	0	0	0.00%	9,324
SUBTOTAL		337,335	26,738	2,966	12,355	42,059	12.47%	295,276
Other								
2518	Brick Pavers	7,158	0	0	0	0	0.00%	7,158
2367	Bulkhead & Fill	173,469	0	0	0	0	0.00%	173,469
7170	Hardi Plank Siding	3,413	0	0	0	0	0.00%	3,413
7414B	Metal Roofing	6,906	0	0	0	0	0.00%	6,906
SUBTOTAL		190,946	0	0	0	0	0.00%	190,946
TOTALS		996,214	63,838	9,410	12,355	85,603	8.59%	910,611

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SUBCONTRACTOR'S PAYMENT REQUEST

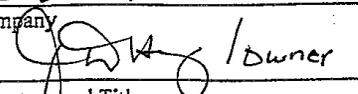
TO:	H. Gordon Myrick, Inc. P. O. Box 1479 Gulfport, Mississippi 39502	PAY APPLICATION NO. <u>01</u>	
		PERIOD: From: <u>9-14-09</u> To: <u>10-14-09</u>	
FROM:	<u>Coastal Subcontractors</u> <u>7412 Riverview Dr.</u> <u>Gautier, MS 39553</u>	VENDOR # <u>3174</u> INVOICE # <u>09006-1</u> G/L ACCT PERIOD <u>10-09</u> JOB # <u>09006</u> CODE # _____ AMT PAID \$ _____ DATE PAID _____ CHECK # _____	
PROJECT:	<u>City of Long Beach Port & Harbor Commission</u> <u>645 Klondyke Rd.</u> <u>Long Beach, MS 39560</u>		

Original Contract Amount	\$	<u>83,954.00</u>
Approved Change Order Number(s) <u>N/A</u>	\$	<u>0.00</u>
Contract Amount to Date	\$	<u>83,954.00</u>
Value of original work completed to date	\$	<u>0.00</u>
Value of approved change order(s) completed	\$	<u>0.00</u>
Materials stored on-site	\$	<u>12354.43</u>
TOTAL TO DATE	\$	<u>12354.43</u>
Less <u>10</u> % Retainage	\$	<u>1235.44</u>
TOTAL LESS RETAINAGE	\$	<u>11,118.99</u>
Less previously submitted	\$	<u>0.00</u>
AMOUNT DUE THIS REQUEST	\$	<u>11,118.99</u>

CERTIFICATION OF SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date as shown on the above pay request represent the actual value under the terms of the Contract and all (if any) Change Orders between the undersigned and H. Gordon Myrick, Inc. relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor to all my subcontractors and for all material and labor used in or in connection with the performance of the Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws, unemployment compensation laws and worker's compensation laws, insofar as applicable to the performance of this Contract.

Coastal Subcontractors
Company

Signature and Title

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10/1/2009 9:43 AM FROM: Fax COASTAL SUBCONTRACTORS TO: 497-2077 PAGE: 001 OF 001
09/30/2009 11:41 FAX 001/001

SOUTHERN FASTENER & TOOL CO., INC.

2701 13TH AVENUE
GULFPORT, MS 39501
(228) 863-4730

Sales Order 99921

DATE		ORDERED BY <u>Charlie</u>		CUSTOMER'S ORDER NO.		
SELL TO <u>Coastal Sub</u>		SHIP TO				
KOA POINT		VA	JOB OR SITE NO.	SALESMAN	TERMS <u>Net 30 Days</u>	
				<input type="checkbox"/> COD <input type="checkbox"/> OPEN		
QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDERED	DEPT.	STOCK NUMBER/DESCRIPTION	UNIT PRICE	TOTAL PRICE
30				24.00 ✓ HV5 26	3.40	102
256				280.00 ✓ TP47	1.03	268 80
84				1150.00 ✓ HTT22	14.35	1239
124				344.00 REF#5XB	2.90	359 60
168				371.00 5/8x6 W/A	1.50	252 00
124				125.00 BP. 7/8-3	1.80	223 20
18				7363.00 SS W18x9	395.00	7110 00
2				654.00 SS W12x9	340.00	680 00
300				438.00 M5TA 2.9	1.48	294
130				454.00 H16	2.45	318 50
88				3/8 x 9 1/2 W/A	1.40	123 20
9				225.00 T308 Epoxy	29.00	261 00
17% PER MONTH FINANCE CHARGE ON PAST DUE BALANCE						
SUB TOTAL					1231	30
STATE SALES TAX						
PARISH/COUNTY SALES TAX						
FREIGHT						
TOTAL AMOUNT						

Alderman Ponthieux returned to the open meeting.

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to approve the letter, Safe Routes to School Project, authorizing the Mayor to execute same, as follows:

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Mayor and Board of Aldermen**

City of Long Beach

BOARD OF ALDERMEN
Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

November 10, 2009

David Seyfarth,
District 6 LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, Mississippi 39574-9740

Dear Mr. Seyfarth,

RE: Long Beach Safe Routes to School Project

Dear Mr. Seyfarth:

We request that the above referenced project (see attached letter of award) be activated. Please assign above reference grant a project number and begin development of a Memorandum of Understanding (MOU) and other necessary steps to activate this project (per MDOT Project Development Manual, Chapter 2.1, Page 9).

Thank you in advance for your guidance on this.

Sincerely,


Mayor William Skellie, Jr.

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1556 • FAX 865-0822
www.cityoflongbeachms.com

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried approving the Fire Department to apply for a personnel grant, funded at 100%, salary and fringes, for two years, obligating mandatory employment for an additional one year.

Based upon the recommendation of Fire Chief George Bass, Assistant Fire Chief Mike Brown and certification by the Civil Service Commission, Alderman Ponthieux

**Minutes of November 17, 2009
Mayor and Board of Aldermen**

made motion seconded by Alderman Lishen and unanimously carried to approve Fire Department personnel matters, as follows:

Payment of compensation time, Assistant Chief Mike Brown, 195 hours for a total of \$4,932.72;

Promote Lieutenant Dane McGoey, FS-12-II, effective January 1, 2010;

Promote Driver/Operator Josh White, FS-10-IV, effective January 1, 2010;

Medical Retirement Lieutenant Fritz Rheinfrank, effective November 30, 2009.

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

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve one (1) Request for Cash and payment of two (2) invoices, CDBG, as follows:

**Minutes of November 17, 2009
Mayor and Board of Aldermen**

MEMO

DATE: November 10, 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. Starks Construction
Invoice number 6 in the amount of \$244,045.50
For Construction expense
\$2,731.71 Insurance
\$10,477.21 FEMA
\$230,836.58 CDBG

2. Starks Construction
Invoice number 7 in the amount of \$272,238.65
For Construction expense
\$3,047.29 Insurance
\$11,687.58 FEMA
\$257,503.78 CDBG

Also enclosed is "Request for Cash and Summary Support Sheet No. 20" in the amount of \$488,340.36 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. 20" and return it along with the supporting documentation for processing to our office at the following address:

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 November 17, 2009
Mayor and Board of Aldermen**

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 November 17, 2009 Mayor and Board of Aldermen

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information	Bank Information	Section B: Project Information	Request No.																																										
Applicant Name: City of Long Beach Mailing Address: Post Office Box 929 Street Address: City, State Zip: Long Beach, MS 39560 Telephone No.: 228-865-1556 Fax Number: 228-865-0822 Email Address: cityclerk@cityoflongbeach.ms.gov	Electronic Transfer: 065509681 Bank Account: 043306089 Bank Name: Hancock Bank Address: 101 Jeff Davis Avenue City, State Zip: Long Beach, MS 39560 Telephone No.: 228-868-4000 Services Rendered: From: September 1, 2009 To: October 30, 2009	Grant No.: R-09-06 Contract No.: R-09-235-02-MCR FOR MDA USE ONLY Vendor No.: IDB Voucher Number: Approval for Payment:	20																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Section C: Request Per Activity</th> <th style="width: 15%;">Activity Description</th> <th style="width: 15%;">Budget Amount</th> <th style="width: 15%;">Total Prior Request to Date</th> <th style="width: 15%;">This Request</th> <th style="width: 15%;">Remaining Balance</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Administration</td> <td style="text-align: right;">\$ 144,268.00</td> <td style="text-align: right;">\$ 81,633.92</td> <td style="text-align: right;">\$ 62,634.08</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>2</td> <td>Application Preparation</td> <td style="text-align: right;">\$ 10,000.00</td> <td style="text-align: right;">\$ 10,000.00</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>3</td> <td>Architect/Engineering Expense</td> <td style="text-align: right;">\$ 343,971.00</td> <td style="text-align: right;">\$ 302,550.51</td> <td style="text-align: right;">\$ 41,420.49</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>4</td> <td>Contingency</td> <td style="text-align: right;">\$ 324,134.00</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$ 324,134.00</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>5</td> <td>Construction of Public Building</td> <td style="text-align: right;">\$ 4,545,301.00</td> <td style="text-align: right;">\$ 623,034.08</td> <td style="text-align: right;">\$ 488,340.36</td> <td style="text-align: right;">\$ 3,433,926.56</td> </tr> <tr> <td colspan="2">Total Expense</td> <td style="text-align: right;">\$ 5,367,674.00</td> <td style="text-align: right;">\$ 1,017,218.51</td> <td style="text-align: right;">\$ 488,340.36</td> <td style="text-align: right;">\$ 3,862,115.13</td> </tr> </tbody> </table>				Section C: Request Per Activity	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	1	Administration	\$ 144,268.00	\$ 81,633.92	\$ 62,634.08	\$	2	Application Preparation	\$ 10,000.00	\$ 10,000.00	\$	\$	3	Architect/Engineering Expense	\$ 343,971.00	\$ 302,550.51	\$ 41,420.49	\$	4	Contingency	\$ 324,134.00	\$	\$ 324,134.00	\$	5	Construction of Public Building	\$ 4,545,301.00	\$ 623,034.08	\$ 488,340.36	\$ 3,433,926.56	Total Expense		\$ 5,367,674.00	\$ 1,017,218.51	\$ 488,340.36	\$ 3,862,115.13
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Total Expense		\$ 5,367,674.00	\$ 1,017,218.51	\$ 488,340.36	\$ 3,862,115.13																																								
<p>I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.</p> <p>I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.</p>																																													
Signature of Authorized Official:  William Stetlis, Jr., Mayor Typed Name and Title of Authorized Official		Date Signed: 11/18/09 Prepared By: Debra Tompkins Date Prepared: 11/10/2009 Preparer's Telephone No.: 601-638-7121																																											

Minutes of November 17, 2009 Mayor and Board of Aldermen

Mississippi Development Authority Cash Summary Support Sheet

Page 1 of 2

Applicant City of Long Beach Request No: 20 Grant Number: R-103-06
 Period Cost - Beginning Ending Date: September 1, 2009 October 30, 2009 Contract Number: R-109-235-02-KCR

1. Activity: Administration Expense	(a)	(b)	(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. Administration Expense				Federal Share \$0.00
B. Administration Expense				Federal Share \$0.00
C.				
D.				
Subtotal:			\$0.00	\$0.00
2. Activity: Architect/Engineer	(a)	(b)	(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. Architect/Engineer				Federal Share \$0.00
B.				Federal Share \$0.00
C.				
D.				
Subtotal:			\$	\$
3. Activity: Construction of Public Building	(a)	(b)	(a)	(b)
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. Construction of Public Building	Starks Const	6	\$244,045.50	\$13,208.92
B. Construction of Public Building	Starks Const	7	\$272,238.65	\$14,734.87
C.				
D.				
Subtotal:			\$ 516,284.15	\$ 27,943.79
				\$ 488,340.36

Minutes of November 17, 2009 Mayor and Board of Aldermen



MEMORANDUM

TO: City of Long Beach, Mayor William Skellie

FROM: David A. Vicknair, Project Manager

SUBJECT: City Hall Project
Pay Application #7

DATE: Tuesday, October 20, 2009

CC: Ginny Breckenridge, MEMA Horne Group
Ann Frasier, Jimmy Gouras Urban Planning
Ryan Florreich, JBHM
Ron Robertson, Broaddus & Associates

Please find included *Pay App #7 10.20.09* spreadsheet detailing percentage of payment from Insurance, FEMA PA, and CDBG. Broaddus & Associates recommends paying \$3,047.29 from Insurance, \$11,687.58 from FEMA PA, and \$257,503.78 from CDBG as detailed in the spreadsheet and corresponding to Pay Application #7 for \$272,238.65 from Starks Construction, certified by JBHM.

Should there be any questions, please do not hesitate to contact me.

Best Regards,

David A. Vicknair, Project Manager
Broaddus & Associates
(228) 343-0221

Minutes of November 17, 2009 Mayor and Board of Aldermen

City Hall, City of Long Beach
Funding Summary
10.20.09
Pay Application #7

Funding Sources			
Insurance	FEMA/MEMA	CDBG	Total
\$ 49,206.45 1.12%	\$ 188,726.36 4.29%	\$ 4,158,067.19 94.59%	\$ 4,396,000.00 100.00%
\$ 11,750.11	\$ 45,066.36	\$ 992,913.57	\$ 1,049,730.04
\$ 11,750.11	\$ 45,066.36	\$ 92,617.88	\$ 149,434.35
		\$ 1,085,531.45	\$ 1,142,347.92
\$ 8,702.82	\$ 33,378.78	\$ 828,027.67	\$ 870,109.27
\$ 3,047.29	\$ 11,687.58	\$ 257,503.78	\$ 272,238.65
			Previous Payments
			Totals, Pay App #7

Total Earned less CO and Retainage
CO Less Retainage
Total Earned Less Retainage

Original Contract	\$ 4,396,000.00
Current Contract	\$ 4,493,492.50
Total Change Orders	\$ 97,492.50
Total Completed & Stored	\$ 1,202,471.50
Total Retainage	\$ 60,123.58

Costs @ 10/20/09	
Contracted	\$ 1,049,730.04
Change Order	\$ 92,617.88
Total	\$ 1,142,347.92

Total Earned less Change Orders and Retainage
Change Orders Less Retainage
Total Earned less Retainage

Minutes of November 17, 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

October 21, 2009

UPS Ground

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

RE: LONG BEACH NEW CITY HALL

Dear Mayor Skellie:

I have enclosed two copies of the **Application and Certificate for Payment Number 7** for the period ending 10/13/09, in the amount of \$272,238.65 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.

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

Retain one copy of this application for your records and send one with the payment to the contractor. Due to excessive inclement weather during this period, nine (9) additional days have been requested by the contractor; this request is attached. We are further evaluating this request and, once resolved, a separate Change Order will be forwarded for your approval.

I have also attached a memorandum from David Vicknair which details the sum to be paid from each funding source for this period. If you have questions concerning this breakdown, please do not hesitate to contact me.

Adverse weather information included: **Yes**

Updated progress schedule included: **Yes**

Sincerely,

Glenn Currie, AIA, Principal

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

cc: Christopher Gutierrez - Starks Contracting Company, Inc.
~~Ann Frazier - Jimmy Gouras and Associates~~
David Vicknair - Broadus and Associates
Ginny Breckenridge - HORNE LLP
Ryan Florreich / Carl Bradley - JBHM
JBHM #07123.00.09

AIA Document G702™ - 1992

Application and Certificate for Payment

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

FROM CONTRACTOR:
 Starks Contracting Company, Inc.
 P. O. Box 7149
 Biloxi, MS 39540-7101

VIA ARCHITECT:
 JBHM Architects, PA
 2549 Beach Boulevard, Suite 100
 Biloxi, MS 39531-4721

PROJECT: 609
 609 Long Beach New City Hall
 201 Jeff Davis Avenue
 Long Beach, MS 39560

APPLICATION NO: 7
PERIOD TO: 10/15/2009
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 \$ 4,396,000.00
- 2. Net change by Change Orders \$ 97,492.50
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,493,492.50
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,202,471.50
- 5. RETAINAGE:
 - a. 5.00 % of Completed Work (Column D + E on G703) \$ 51,808.58
 - b. 5.00 % of Stored Material (Column F on G703) \$ 8,315.00

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 60,123.58
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,142,347.92 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 870,109.27 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 272,238.65
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 3,351,144.58

CHANGE ORDER SUMMARY		
ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by Owner \$ 97,492.50	\$ 0.00	
Total approved this Month \$ 0.00	\$ 0.00	
TOTALS \$ 97,492.50	\$ 0.00	
NET CHANGES by Change Order	\$ 97,492.50	

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

CONTRACTOR: John A. Starks, Jr., Secretary/Treasurer
 State of: Mississippi
 County of: Harrison
 Subscribed and sworn to before me this 14th day of October 2009
 Notary Public: Brett T. Puffer
 My Commission expires: June 30, 2012

Date: 10/14/2009
 ID # 74324
 BRETT T. PUFFER
 Notary Public
 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 \$ 272,238.65
 (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.)

By: *[Signature]* Date: 10/21/09

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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Minutes of November 17, 2009
Mayor and Board of Aldermen



Application and Certificate for Payment

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

FROM CONTRACTOR:
Starks Contracting Company, Inc.
P. O. Box 7149
Biloxi, MS 39540-7101

PROJECT: 909
609 Long Beach New City Hall
201 Jeff Davis Avenue
Long Beach, MS 39560

VIA ARCHITECT:
JBHM Architects, PA
2548 Beach Boulevard, Suite 100
Biloxi, MS 39531-4721

APPLICATION NO.: 6
PERIOD TO: 09/08/2009
CONTRACT FOR: Construct New City Hall
CONTRACT DATE: 01/28/2009
PROJECT NOS.: / / 07-123

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 \$ 4,398,000.00
- 2. Net change by Change Orders \$ 97,492.50
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,493,492.50
- 4. TOTAL COMPLETED & STORED TO DATE (Column Q on G703) \$ 915,904.50
- 5. RETAINAGE:
 - a. 5.00 % of Completed Work (Column J + E on G703) \$ 45,796.23
 - b. 5.00 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 45,796.23
- 6. TOTAL EARNED LESS RETAINAGE \$ 870,109.27 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 626,053.77 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 244,045.50
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 3,823,383.23 (Line 3 less Line 6)

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	\$ 97,492.50	ADDITIONS
Total approved this Month	\$ 0.00	DEDUCTIONS
TOTALS	\$ 97,492.50	\$ 0.00
NET CHANGES by Change Order	\$ 97,492.50	

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.

AIA Document G702™ - 1992. Copyright © 1983, 1993, 1997, 1978, 1982 and 1992 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. Purchasers are permitted to reproduce ten (10) copies of this Document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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 payments shown herein is now due.

By: *[Signature]* John A. Starks, Secretary/Treasurer
State of: Mississippi
County of: Harrison
Subscribed and sworn to before me this 8th day of September 2009
Notary Public: *[Signature]* Brett T. Phifer
My Commission expires: June 30, 2012

Date: 09/08/2009

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 74324
BRETT T. PHIFER
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 \$ 244,045.50
(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]* Date: 9/10/09

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

There came on for consideration the matter of adopting a resolution, Coordinate Section 504 Responsibilities, and action was taken as follows:

**Minutes of November 17, 2009
Mayor and Board of Aldermen**

**RESOLUTION DESIGNATING A RESPONSIBLE EMPLOYEE TO
COORDINATE SECTION 504 RESPONSIBILITIES**

WHEREAS, the City of Long Beach (the "City") is a recipient of Katrina Supplemental Community Development Block Grant (CDBG) Program funds and other CDBG funds and, therefore, is required to meet certain Section 504 requirements of the Americans With Disabilities Act; and

WHEREAS, the City desires to comply with applicable requirements of Section 504 and to implement CDBG projects in accord with all applicable CDBG regulations; and

WHEREAS, Section 504 requirements of the CDBG program call for the designation of at least one person to coordinate Section 504 responsibilities of the recipient of CDBG funds including, but not limited to, coordination of grievance procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND ALDERMEN OF THE CITY that:

SECTION ONE: The Building Official, Earl Levens, and Deputy City Clerk Stacey Dahl be and are hereby designated as the persons responsible to coordinate Section 504 responsibilities of the City including, but not limited to, coordination of grievance procedures.

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

YEAS:

NAYS:

- Alderman Bernie Parker
- Alderman Gary J. Ponthieux
- Alderman Kaye H. Couvillon
- Alderman Carolyn Anderson
- Alderman Leonard G. Carrubba, Sr.
- Alderman Mark E. Lishen
- Alderman Ronnie Hammons, Jr.

The motion was carried and the resolution adopted on this the 18th day of November, 2009.

ATTEST:

The City of Long Beach


Rebecca Schuff, City Clerk


William Skellie, Mayor

There came on for consideration a resolution and appraisal report regarding the acquisition of property for the CDBG Jeff Davis Avenue Improvement Project and Alderman Anderson made motion seconded by Alderman Lishen to adopt the following resolution contingent upon budget modification approval by Mississippi Development Authority (MDA), as follows:

Minutes of November 17, 2009 Mayor and Board of Aldermen

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

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

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

WHEREAS, the appraiser recommends to the City Council that just compensation for each parcel be set as indicated in his report;

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

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

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

SECTION THREE: After establishment and certification of just compensation, the Mayor, or his representatives, is authorized to make an offer to the owner for the amount established as just compensation in the certification and is hereby directed to take such further actions as are necessary to implement both the directive and intent of this resolution.

**Minutes of November 17, 2009
Mayor and Board of Aldermen**

APPRAISAL REPORT LIST November 17, 2009 PROJECT: Jeff Davis Avenue Improvements					
		Appraiser's Name:	Hebert & Associates First Appraisal		Everette Ladner Review Appraisal
Parcel No.	Area in Sq. Ft.	Property Owner	Date	Value	Date
0612G-02-003.000	5000.00	Leona Watts LJE & Edward EST	06-Nov-09	\$55,000.00	16-Nov-09
				\$55,000.00	

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

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

**Minutes of November 17, 2009
Mayor and Board of Aldermen**

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion and the above and foregoing resolution adopted this the 17th day of November, 2009.

There came on for consideration a harbor personnel matter and upon discussion, it was determined that the Mayor and Board of Aldermen would meet in executive session with Civil Service Chairman Kevin Riley at the end of the regular business meeting.

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve Police Department personnel matters, as follows:

- Reassignment Patrolman 1st Class Chad Kiser, PS-9-I, effective November 16, 2009;
- Step Increase Patrol Sergeant Ray Bell, PS-11-V, effective December 1, 2009;
- Step Increase Dispatcher Leeanna Dunigan, PS-3-B, effective December 16, 2009.

There came on for consideration the Professional Services Agreement for Public Works Services, Utility Partners, LLC. Upon discussion, the City Attorney advised the Mayor and Board of Aldermen of changes regarding indemnification and collective bargaining.

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to approve the aforesaid agreement, authorizing the Mayor to execute same, as follows:

Minutes of November 17, 2009 Mayor and Board of Aldermen

Professional Services Agreement for Public Works Services for City of Long Beach, Mississippi

This AGREEMENT is made on this 30th day of November 2009, between the City of Long Beach, Mississippi, (hereinafter "City"), whose address for any formal notice is P.O. Box 929, Long Beach, Mississippi 39560 and Utility Partners, L.L.C. dba UP Group, LLC (hereinafter "Operator") with corporate offices at 1238 East Railroad, Gulfport, MS 39501.

City and Operator agree:

ARTICLE 1. GENERAL

- 1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2 All facilities, grounds, equipment and vehicles now owned by the City and acquired by City shall remain the property of the City.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 1.4 This Agreement shall be binding upon the successors of each of the parties but neither party will assign this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted by certified mail or personal delivery to the addresses listed above.
- 1.6 This Agreement, including Appendices, is the entire Agreement of both parties and may only be modified by mutually agreed written amendments signed by both parties.
- 1.7 Wherever used, the terms "City" and "Operator" shall include the respective officers, directors, elected or appointed officials and employees.

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ARTICLE 2. SCOPE OF SERVICES: OPERATOR

As a general statement of responsibilities assigned under this contract the Operator shall:

Provide professional utility management, operations and maintenance services of the City's Public Works Operations, consisting of the following Departments: Utility Billing, Water & Sewer Operations, Street and Drainage, Vehicle Maintenance, and Parks & Recreation.

The OPERATOR shall also be responsible for all equipment, vehicles, and facilities being used to operate the City's Public Utility and Public Works operations, including the water treatment and distribution facilities, as well as the wastewater collection and conveyance systems. These shall also include the designated water pumps, water storage tanks, water distribution lines and sewage collection lines and pumping stations. Further, Operator agrees to perform new sewer taps, water meter maintenance and installation and solid waste removal (yard debris and refuse), if required and within current practice and limitations of City owned equipment and personnel, consistent with or better than current operations and capabilities.

Specifically the Operator shall:

- 2.1 Hire, train and employ the existing Long Beach personnel for a period of twelve months. After such time has expired, the contractor shall employ a sufficient number of employees to staff and operate the Project to provide continuing efficient and timely service in the operation of the Public Works and Utilities on behalf of the City.
- 2.2 Assume responsibility for the cost of employing the Project workforce to manage, operate and maintain the City's Public Works. Where applicable, Project staff will meet water and wastewater certification requirements of the State of Mississippi.
- 2.3 Maintain current key personnel in Long Beach office.
- 2.4 Upon execution of the project, the contract will be initiated with 28 employees currently classified as Project staff. Costs for positions left vacant longer than three (3) weeks will be credited to the next monthly invoice until the slot is filled.
- 2.5 City approval must be granted prior to any permanent position being eliminated. Management Positions such as Project Manager and Contract Administrator shall not be included in the Project staff count.
- 2.6 Within the design capacity and capability of the facilities, manage, operate and maintain the water production systems so that finished water discharged from the Project meets requirements specified in Appendix C.

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- 2.7 Provide assistance to the City's engineering staff or consultants in review of any proposed project impacting public works or utility operations.
- 2.8 Develop Standard Operating Procedures (SOP's) for use by the Project staff. Provide a computerized maintenance management system for the City which shall include the required software and training of the staff. The cost of this system shall be included in the Operator's price proposal. This system shall be employed to document all maintenance activities for the Project. City and its representatives shall have the right to inspect these records at any time.
- 2.9 Perform work planning and scheduling for the staff utilizing an approved maintenance management system and document completion of those work tasks including the preventive and corrective maintenance of the City's equipment on a timely basis. These reports shall be made available for inspection by the City at any time.
- 2.10 Develop an Emergency Response Plan for use by the Project staff in the event of a natural disaster.
- 2.11 Perform other contract utility system operations services as directed by the City. Such services must be pre-authorized by the Owner and the cost of those services will be negotiated between Owner and Operator prior to work being performed.
- 2.12 Insure all water sampling is performed in compliance with State standards and laboratory testing presently required for operation of these facilities and performed by the Mississippi State Board of Health is performed for filing of all water quality permit reports to the regulatory agencies.
- 2.13 All current, purchasing policies and procedures of the City will remain in place. In addition, Operator shall update the City monthly on the cost-to-date of repair parts versus the annual budget amount for "Utility System Maintenance and Repair" for the Public Works Department.
- 2.14 If there is an emergency requiring Operator to purchase a repair part or incur an expense on behalf of the City, Operator will be responsible to document and immediately notify the City's representative of the occurrence. Any repair parts purchased on behalf of the City under an emergency condition will be reimbursed upon presentation of a proper receipt or copy of an invoice. Reimbursement to the Operator will be on a monthly basis and will be a direct pass-thru of the expense, with no additional mark-up or administrative fee added by the Operator.
- 2.15 On a "best efforts" basis during any public works or utilities project rehabilitation, Operator shall comply with all State and Federal Permit requirements. This clause does not relieve the Operator from any negligent acts on the part of its staff.

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- 2.16 Provide twenty-four (24) hour per day access to Project for the City. Visits by City staff may be made at any time. Keys for Project shall be provided to the Operator by the City. Visitors to the Project must comply with Operator's operating and safety procedures.
- 2.17 Perform other professional services incidental to the Scope of Services as directed by the City. Such services must be pre-authorized by the City and additional compensation to the Operator will be negotiated on a case-by-case basis.
- 2.18 Provide capital planning and assistance to the City, if desired, for both short and long term needs for expansions or modifications to the existing utility system as a result of increased demand, normal replacement needs and regulatory requirements imposed by the State or Federal agencies. Recommendations shall be submitted annually to the City Council during the term of this Agreement.
- 2.19 On a continuing basis provide professional management assistance to reduce the cost of power and chemicals for the City throughout the term of this Agreement.
- 2.20 Departmental priorities shall be set by City Administration or designee. Priorities are subject to change at the direction of the City and changes should be expeditiously addressed to the satisfaction of the City.
- 2.21 Provide to the City a written status of completed work orders on a monthly basis.
- 2.22 Project Management staff shall be approved by the City prior to being assigned to the project.

ARTICLE 3. SCOPE OF SERVICE: OWNER

Under terms of this Agreement the City shall have responsibility for the following:

- 3.1 Maintain all existing Project easements, warranties and licenses that have been granted to City.
- 3.2 Pay all franchise, contract taxes, property or other normal taxes associated with the Project and levied by the Mississippi State Tax Commission.
- 3.3 Provide for Operator's use any vehicles and equipment presently in use at the Project, including vehicles and equipment described in Appendix C.
- 3.4 Provide auto tags for vehicles and equipment owned by the City and described in Appendix C.

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- 3.5 Future replacement responsibilities for any vehicles and equipment may be assumed by the Operator, if requested by the City. Such assignment of responsibility for vehicle and equipment replacement will require the City and Operator to negotiate an adjustment to the contract price for services under this Agreement. This adjustment of the contract shall include a "buy-back" clause for purchase of Operator owned vehicles and equipment, if the City so chooses.
- 3.6 Continue to pay for all utilities, chemicals, limestone, asphalt, gravel, cement, water meters and all repair parts required for operation of the Public Works Department consistent with current practice and City budgeting procedures.
- 3.7 Continue to provide and pay for all required Capital Expenditures. These costs shall include all repairs, rehabilitation, expansions or modifications to the existing utility system as a result of increased demand, normal replacement needs or regulatory requirements imposed by State or Federal agencies.
- 3.8 Continue to pay the cost of any State or Federal fees associated with permits for the water or wastewater facilities as well as provide funding for any Federal or State mandated program implementation over the term of this Agreement.
- 3.9 Continue to pay for all costs associated for wastewater transportation and treatment by the Harrison County Utility Authority.

ARTICLE 4. COST OF WORK

- 4.1 City shall pay to Operator as compensation for management services performed under this Agreement a base fee in the amount of One Million, Six Hundred Twenty-Six Thousand, Eight Hundred Thirty-Four Dollars. (\$1,626,834.00).
- 4.2 The Cost for Services, unless adjusted pursuant to Section 4.4, shall be limited to an annual increase for cost of living adjustment of 2.85% per year, and is presented as follows:

Year Two:	\$ 1,673,200.00
Year Three:	\$ 1,720,886.00
Year Four:	\$ 1,769,932.00
- 4.3 Repair parts may be purchased on behalf of the City by the Operator. Parts costing in excess of \$500.00 must receive City's prior, written approval and shall be procured consistent with State of Mississippi bid laws. Cost for all parts shall be billed as a "pass-through" expense with no additional "contractor mark-up". Reimbursement for repair parts shall be in addition to the cost of management services as presented in Section 4.1 and Section 4.3 of this Agreement.

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- 4.4 In the event that a change in the scope of services occurs or if there is an increase or decrease in the labor force required by the Operator, the City and Operator will negotiate a commensurate adjustment in the annual fee.

ARTICLE 5. PAYMENT OF COMPENSATION

- 5.1 One-twelfth (1/12) of the base fee for the current year shall be due and payable by the fifteenth day of the month of each month that services are provided.
- 5.2 All other compensation, including any pass-thru expenses, billed by Operator is due upon receipt of the invoice and is payable within fifteen (15) days.

ARTICLE 6. CHANGE IN THE WORK

- 6.1 The City may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and Operator shall expeditiously perform the changes as directed.
- 6.2 Public Works/Utilities and water and wastewater treatment facility system modifications and expansions which result in a recognized need and City approved increase in staffing constitute a change in the work. A commensurate adjustment in the contract will be negotiated in good faith between the City and Operator to cover these expenses.

ARTICLE 7. ACCOUNTING RECORDS

- 7.1 Operator shall keep full and detailed records and books of account on the basis of generally accepted accounting practices in effect as of the effective date of this Agreement showing the actual direct cost to the Operator, under the provisions of this Agreement.
- 7.2 The City shall also be afforded access to all the Operator's other records, books, correspondence, instructions, memoranda and similar data relating to this Agreement and any of the work.
- 7.3 Operator shall preserve financial documents and other records to which the City has access rights without additional compensation for a period of three years, or such longer period as required by law, after final payment.

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ARTICLE 8. INDEMNITY, LIABILITY AND INSURANCE

- 8.1 Operator shall hold City harmless to the extent allowed by law from any liability or damages including compensatory and punitive damages, which may arise from Operator's negligence, carelessness of the Operator's staff or the Operator's failure to perform responsibly under the terms of this Agreement.
- 8.2 City shall hold Operator harmless to the extent allowed by law from any liability or damages including compensatory and punitive damages which may arise from City's negligence, carelessness of the City's staff or the City's failure to perform responsibly under the terms of this agreement.
- 8.3 Operator's liability to City under this Agreement excludes all indirect or compensatory and punitive damages arising from the normal operation, maintenance and management of the Project other than the compensatory and punitive damages arising from the Operator's negligence, carelessness of the Operator's staff or Operator's failure to perform responsibly under this Agreement.
- 8.4 City and Operator shall obtain insurance coverage of a type and in the amounts described in Appendix D. Nothing herein shall be construed as any waiver of immunity available to the City by Mississippi or Federal law.
- 8.5 Operator is responsible to the City for fines incurred as a result of negligent operations, carelessness and a failure to perform responsibly under the terms of this Agreement on the part of Operator or the Operator's staff which may be levied by local, State or a national entity.

ARTICLE 9. TERM AND TERMINATION

- 9.1 The initial term of this Agreement shall be for four years and commence on November 1, 2009 and extend until October 30, 2013. Thereafter, this Agreement may be renewed and renegotiated for additional terms of one to four years, if desired by the City.
- 9.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. If the offending party fails to correct the breach then the Agreement may be terminated within thirty (30) days. Further, three breaches in any one calendar year shall be sufficient grounds for termination of this Agreement.
- 9.3 The City, at its option, has the right to terminate this agreement with no less than 90 days notice to the Operator. Upon notice of termination by City, Operator shall assist City in an orderly transition of the staff and a resumption of operation of the Project by the City.

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- 9.4 The City reserves the right to prohibit the assignment or sale of this contract without prior consent from the City of Long Beach. Such consent will not be unreasonably withheld.

ARTICLE 10. LABOR DISPUTES; FORCE MAJEURE

- 10.1 In the event activities by City's employee groups or unions cause a disruption in Operator's ability to perform at the Project, City or Operator may seek appropriate injunctive court orders. Operator will continue to operate the Project on a best-efforts basis until any such disruptions cease.
- 10.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, impossible or abnormally costly due to any unforeseen occurrence beyond its reasonable control. The party invoking Force Majeure shall notify the other party within ten (10) working days after its occurrence.
- 10.3 If a Collective Bargaining Unit is formed by the employees of the Operator, the Operator shall negotiate in good faith with the Union representatives for continuation of services under this Agreement. Any costs incurred by the Operator as a result of, and mandated by, a union contract will be passed through as an additional expense to the City. The City must review and approve any proposed labor agreements prior to their acceptance by the Operator.

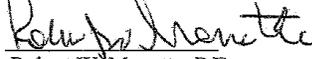
Both parties indicate their approval of this Agreement by their signatures below:

Authorized Signatures:

Owner: City of Long Beach, Mississippi

Operator: Utility Partners, L.L.C.

by 
Mayor William Skellie, Jr.

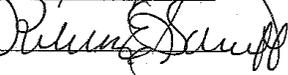
by 
Robert W. Monette, P.E.

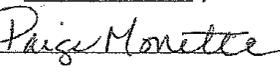
Title: Mayor, City of Long Beach

Title: President

Date: 11/20/09

Date: 11/20/09

By 

by 

Witness

Witness

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Appendix A

1. The "Project" means all equipment, vehicles, grounds and facilities described in Appendix B and where appropriate, the management, operations and maintenance of such.
2. "Project staff" is defined as all employees of Operator that are permanently assigned to the City's Project, excluding the Project Manager or Project Administrator.
3. "Capital Expenditures" means any expenditure for the purchase of new equipment; or facility items or utility system repairs which significantly extend facility life and or expenditures that are planned, non-routine or budgeted by the Owner.
4. "Labor and benefits" cost is defined as salaries, group insurance, dental insurance, workmen's compensation, retirement and social security for employees.
5. "Administrative" cost is defined as audit and accounting fees, insurance, interest expense, depreciation, state fees, recycling fees, curbside fees, landfill fees, ad valorem tax, purchase of natural gas and electric current for resale to the public, fund transfers and PCB testing.
6. "Direct Costs" is defined as supplies cost for gas, oil, lubrication, advertising, non-specific engineering cost, postage, computers and software, training, telephone service, travel expenses of employees and uniform expense.
7. "Maintenance" means the cost of routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or Operator as required to maximize the service life of equipment, vehicles and treatment facilities.
8. "Repairs" means the cost of those activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicles or facilities or a component thereof.

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Mayor and Board of Aldermen**

Appendix B

WATER AND WELL SYSTEM CAPACITY AND PERMITS

(Mississippi Department of Environmental Quality Permit for Operation of the
Water Treatment Facilities)

(to be added)

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APPENDIX C

VEHICLE AND EQUIPMENT DESCRIPTIONS

(to be added)

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APPENDIX D

INSURANCE COVERAGE

Operator shall maintain:

1. Statutory worker's compensation for all of Operator's employees at the project as required by the State of Mississippi.
2. Comprehensive general liability insurance in an amount not less than \$3,000,000 combined single limits for bodily injury and/or property damage.
3. Vehicle liability insurance coverage for assets operated at the project by the Company's staff, but owned by the City.

Owner shall maintain:

1. Property damage insurance for all property owned by the City and operated by Operator under this Agreement. Any property not properly or fully insured shall be the financial responsibility of the City.
2. Responsibility for repairing or replacing all vehicles owned by City and operated by Operator under this Agreement unless damage is the result of negligence of Operator's staff.

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APPENDIX E

Price Proposal

Operator's price includes all costs associated with the following budget categories:

- * Salaries
- * Overtime (up to 8% of direct labor)
- * Federal and State Unemployment
- * Social Security
- * Medical and Dental Insurance
- * Worker's Compensation Insurance
- * General Liability Insurance
- * Uniforms and personal protective equipment
- * Computer Software
- * Training Costs (State certification schools)
- * Auto Vehicle and Equipment liability insurance

It is mutually understood the City will provide and pay for utilities, chemicals, limestone, asphalt, gravel and cement required and supplies, as well as capital improvements or rehabilitation of the City's facilities, consistent with current practice.

Further, the City will pay for vehicle fuel, vehicle and equipment maintenance and repair parts for all City-owned assets (pumps, wells, etc.) purchased on behalf of the Public Works and Utility Departments. Any parts purchased and paid by the Operator will be reimbursed as a direct pass-thru of those expenses incurred, with no added mark-up by the Operator upon proper presentation of receipts and justification of the expense.

The temporary easement, Old Savannah Cul-de-Sac was tabled.

There was no action taken regarding the request from Frank Olaivar for separate water and sewer bills for new duplexes on Galloway Street.

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There came on for consideration concerns with the detention pond, Penny Lane Subdivision. Upon discussion, it was determined that the concerns were resolved and no formal action was required or taken at this time.

Upon discussion of property clean-up/environmental court, Alderman Couvillon made motion seconded by Alderman Parker and unanimously carried to take the matter under advisement for further review and consideration at the next meeting, December 1, 2009, and for Zoning Enforcement Officer Claire Leatherwood, Building Official Earl Levens and Municipal Court Judge Brad Rath to be present at said meeting to answer questions and provide pertinent information. In addition, Ms. Leatherwood is directed to provide the Board of Aldermen with a spreadsheet depicting complaints/problem properties and the status of those properties, by ward.

The Mayor recognized Ms. Lisa Russell to address the assembly regarding the need for economic growth and development in the City of Long Beach and the Long Beach School District. Upon discussion it was determined that city officials and school administrators are aware of the concerns and no formal action was required or taken at this time.

There came on for consideration a harbor personnel matter and discussion was held to determine whether or not to declare an executive session.

Upon discussion, Alderman Anderson made motion seconded by Alderman Hammons to meet in executive session for the transaction of public business, to-wit: to discuss with the Civil Service Chairman and obtain information regarding a specific personnel matter at the harbor.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

**Minutes of November 17, 2009
Mayor and Board of Aldermen**

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon, the Mayor and Board of Aldermen met in executive session.

* *

The meeting resumed in open session and, based upon discussion held and information obtained in executive session, no formal action was required or taken in executive session or open session.

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

APPROVED:

Alderman Leonard G. Carrubba, Sr., At-Large

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

Date

ATTEST:

Rebecca E. Schruoff, City Clerk

**Minutes of November 17, 2009
Mayor and Board of Aldermen**