

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 7th day of June, 2011, in the Long Beach City Hall, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

Alderman Mark E. Lishen was absent the public hearing.

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

The public hearing was called to order to determine whether or not property located in the City of Long Beach at 20156 Pineville Road, assessed to Pineville Partners, LLC, is in such a state of uncleanliness to constitute a menace to the public health and safety to the community and whether or not same constitutes a public hazard and nuisance and should be demolished.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on April 19, 2011, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

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

PROOF OF PUBLICATION

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 20166 Pineville Road, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced, thereat and, after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Aldermen Hammons offered and moved the adoption of the following Resolution and Order: RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ORDERING AND SETTING A HEARING TO DETERMINE WHETHER THE PROPERTY LOCATED AT 20166 PINEVILLE ROAD, LONG BEACH, MISSISSIPPI IS IN SUCH A STATE AS TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY OR WHETHER IT CONSTITUTES A PUBLIC HAZARD AND NUISANCE AND SHOULD BE DEMOLISHED, AND FOR OTHER PURPOSES. WHEREAS, the Mayor and Board of Aldermen having made due investigation thereon do now find, determine, declare and order as follows: 1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein the property known as 20166 Pineville Road, Long Beach, Mississippi, hereinafter referred to as the subject parcel, and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of April 5, 2011, does consider the premises and structure located on the property located at to possibly be in a state of uncleanness as to be a menace to the public health and safety; a public hazard and nuisance to the community; 2. Therefore, in accordance with the Code Annotated Section 21-19-20, as amended, a hearing is hereby scheduled to occur on Tuesday, June 7, 2011, at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, such date being not less than thirty (30) nor more than sixty (60) days after service or completion of publication of the notice to the property owner by United States mail, or if the property owner or the owner's address is unknown, by publication of the notice made twice each week during two (2) successive weeks in a public newspaper of the county in which the municipality is located, again as required by law to determine and adjudicate whether such property is in a state of uncleanness as to be a menace to the public health and safety; a public hazard and nuisance to the community and should be demolished; 3. The Mayor and Clerk are hereby directed to provide notice of such hearing to the property owner, Pineville Partners, LLC, and directed notice of said hearing to be served on the owner of said property in the manner as provided by said MCA Section 21-19-20; 4. That proof of service by mail or by publication of same, such service being in accordance with said MCA Section 21-19-20, be spread upon the minutes of the Governing Authorities at such hearing, and made a part of the record of these proceedings; 5. So Resolved and Ordered by the Mayor and Board of Aldermen of the

City of Long Beach, Mississippi: Alderman Carrubba seconded the motion to adopt the foregoing resolution and order, and 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. Fontbleux voted Aye; Alderman Keys H. Couvillon voted Aye; Alderman Carolyn J. Anderson voted Absent; Not Voting Alderman Leonard G. Carrubba, Sr. voted Aye; Alderman Mary E. Linton voted Absent; Not Voting Alderman Ronnie Hammons, Jr. voted Aye. The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 18th day of April, 2011. APPROVED: William Skalle, Jr., Mayor. ATTEST: Rebecca Schmitt, City Clerk. ADV-30,72SAT 1480485

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 121 No., 209 dated 30 day of Apr, 2011
- Vol. 121 No., 216 dated 7 day of May, 2011
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

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

Michelle Gelet
Clerk

Sworn to and subscribed before me this 9 day of May, A.D., 2011



Handberg
Notary Public

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to make additional report from the City Clerk a part of the record of this public hearing, collective Exhibit "A", as follows:

- The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on April 19th, 2011, that she did cause to be sent, via certified mail, return receipt requested, the Notice of Pubic Hearing Resolution adopted by the Mayor and Board of Aldermen setting this public hearing, to Pineville Partners,

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Mayor and Board of Aldermen

LLC, at their mailing address of 806 Ford Street, Gulfport, Mississippi, 39507, as the same appears of record on the Harrison County 2010 Real Property Tax Rolls; said Notice of Public Hearing Resolution was delivered by the United States Postal Service on May 2, 2011, as follows:

MAILED

Date: 4/27/11

91 7108 2133 3938 9856 3768

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 20156 Pineville Road, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced thereat and, after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Hammons offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ORDERING AND SETTING A HEARING TO DETERMINE WHETHER THE PROPERTY LOCATED AT 20156 PINEVILLE ROAD, LONG BEACH, MISSISSIPPI, IS IN SUCH A STATE AS TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY SAME CONSTITUTES A PUBLIC HAZARD AND NUISANCE AND SHOULD BE DEMOLISHED, AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 20156 Pineville Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of April 5, 2011, does consider the premises and structure located on the property located at to possibly be in a state of uncleanness as to be a menace to the public health and safety a public hazard and nuisance to the community;

2. Therefore, in accordance with Miss Code Annotated Section 21-19-20, as amended, a hearing is hereby scheduled to occur on Tuesday, June 7, 2011, at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, such date being not less than thirty (30) nor more than sixty (60) days after service or completion of publication of the notice to the property owner by United States mail, or if the property owner or the owner's address is unknown, by publication of the notice made twice each week during two (2) successive weeks in a public newspaper of the county in which the municipality is located, again as required by law to determine and adjudicate whether such property is in a state of uncleanness as to be a menace to the public health and safety a public hazard and nuisance to the community and should be demolished;

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3. The Mayor and Clerk are hereby directed to provide Notice of such hearing to the property owner, Pineville Partners, LLC, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-20;

4. That, proof of service by mail or by publication of same, such service being in accordance with said MCA Section 21-19-20, be spread upon the minutes of the Governing Authorities at such hearing, and made a part of the record of those proceedings.

So Resolved and Ordered by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi.

Alderman Carrubba seconded the motion to adopt the foregoing resolution and order, and 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 J. Anderson	voted	Absent, Not Voting
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 19th day of April, 2011.

APPROVED:


 William Skellie, Jr., Mayor

ATTEST:


 Rebecca E. Schuff, City Clerk



Track & Confirm

Search Results

Label/Receipt Number: 9171 0821 3339 3898 5637 68
Class: First-Class Mail®
Service(s): Return Receipt Electronic
Status: Delivered

Your item was delivered at 2:35 pm on May 02, 2011 in GULFPORT, MS 39507.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- Delivered, May 02, 2011, 2:35 pm, GULFPORT, MS 39507
- Notice Left, April 29, 2011, 2:25 pm, GULFPORT, MS 39507
- Arrival at Unit, April 29, 2011, 7:38 am, GULFPORT, MS 39507
- Processed through Sort Facility, April 29, 2011, 4:52 am, GULFPORT, MS 39503
- Processed through Sort Facility, April 28, 2011, 6:23 pm, GULFPORT, MS 39503
- Electronic Shipping Info Received, April 27, 2011

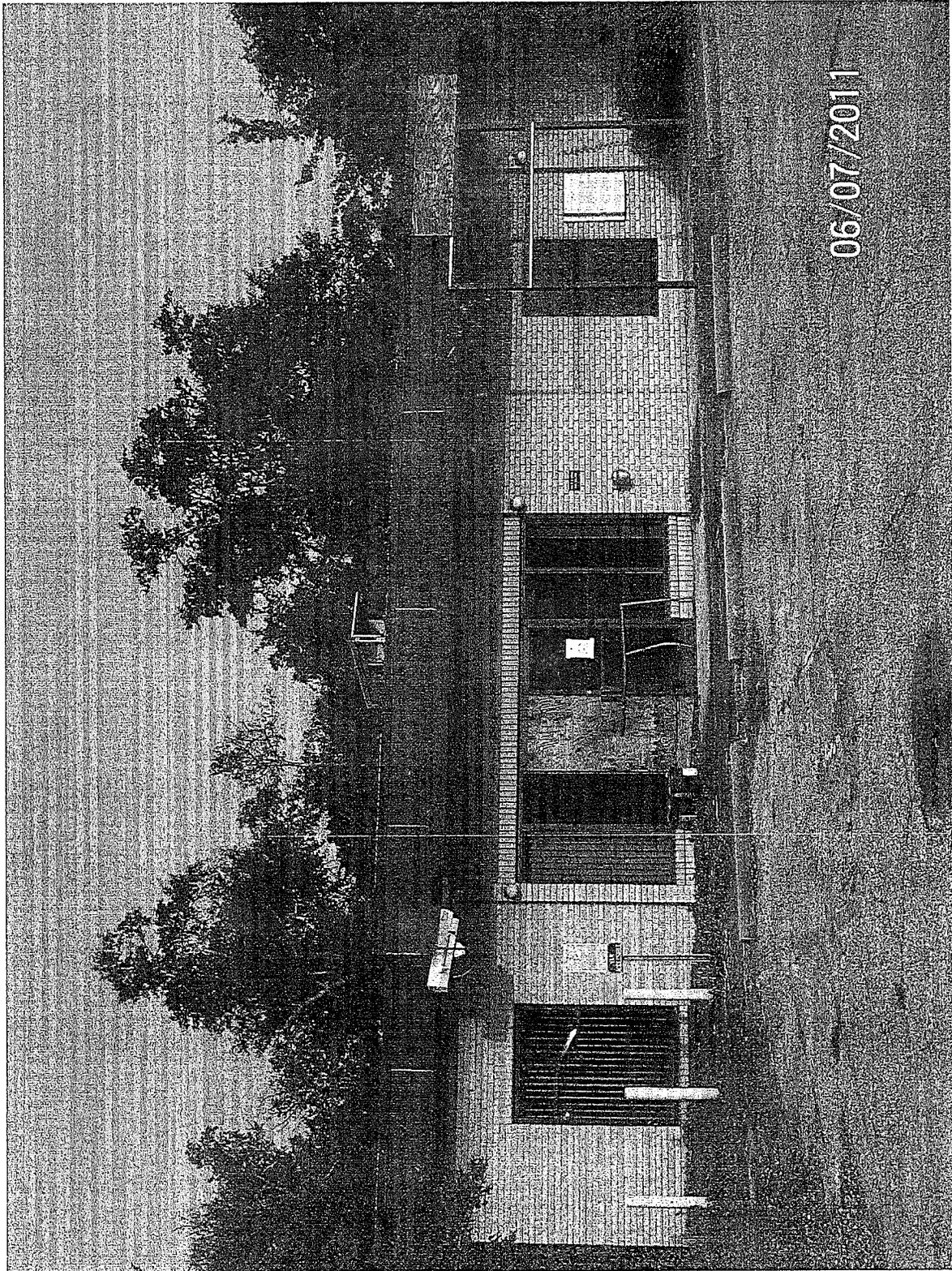
Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

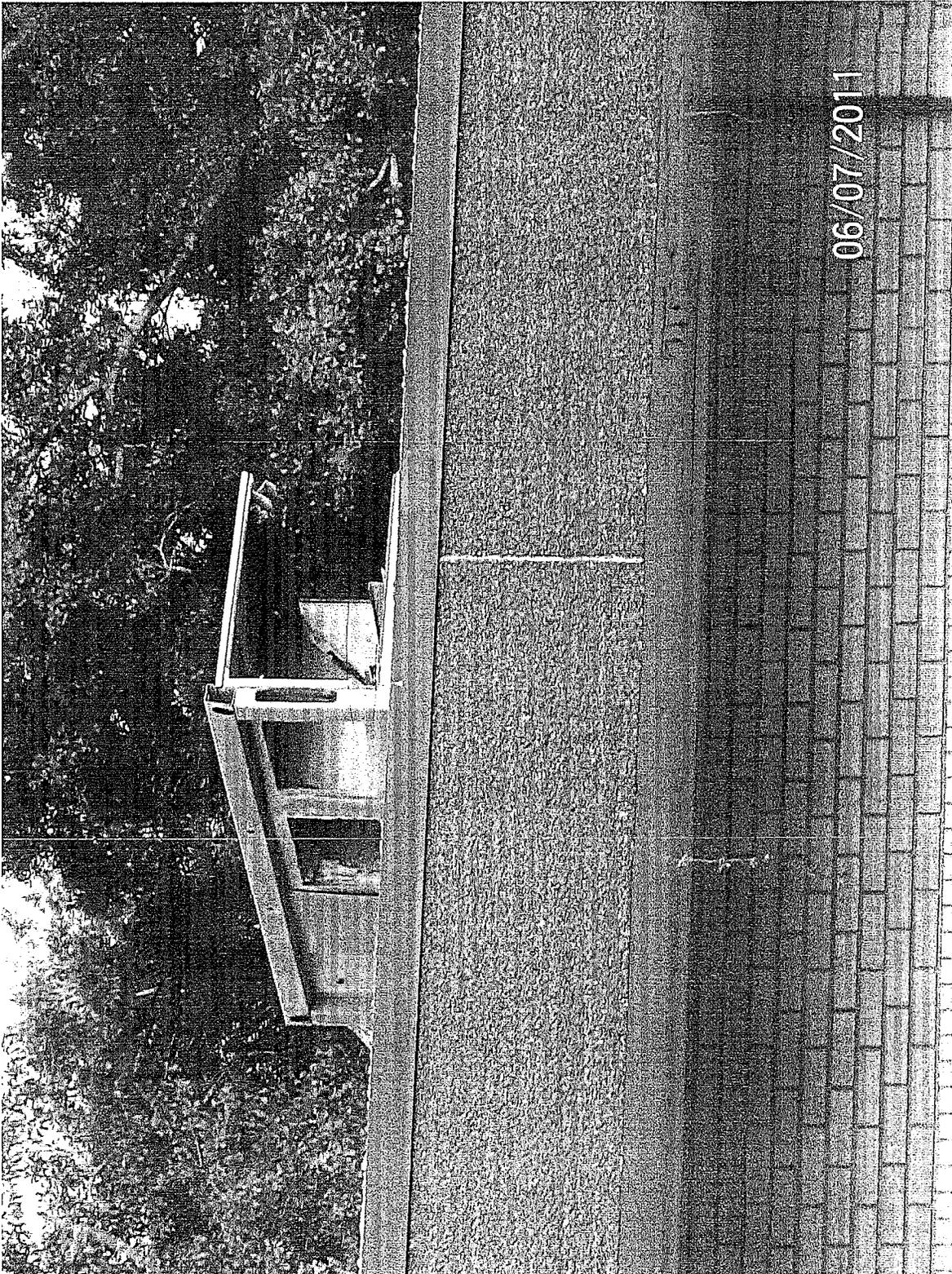


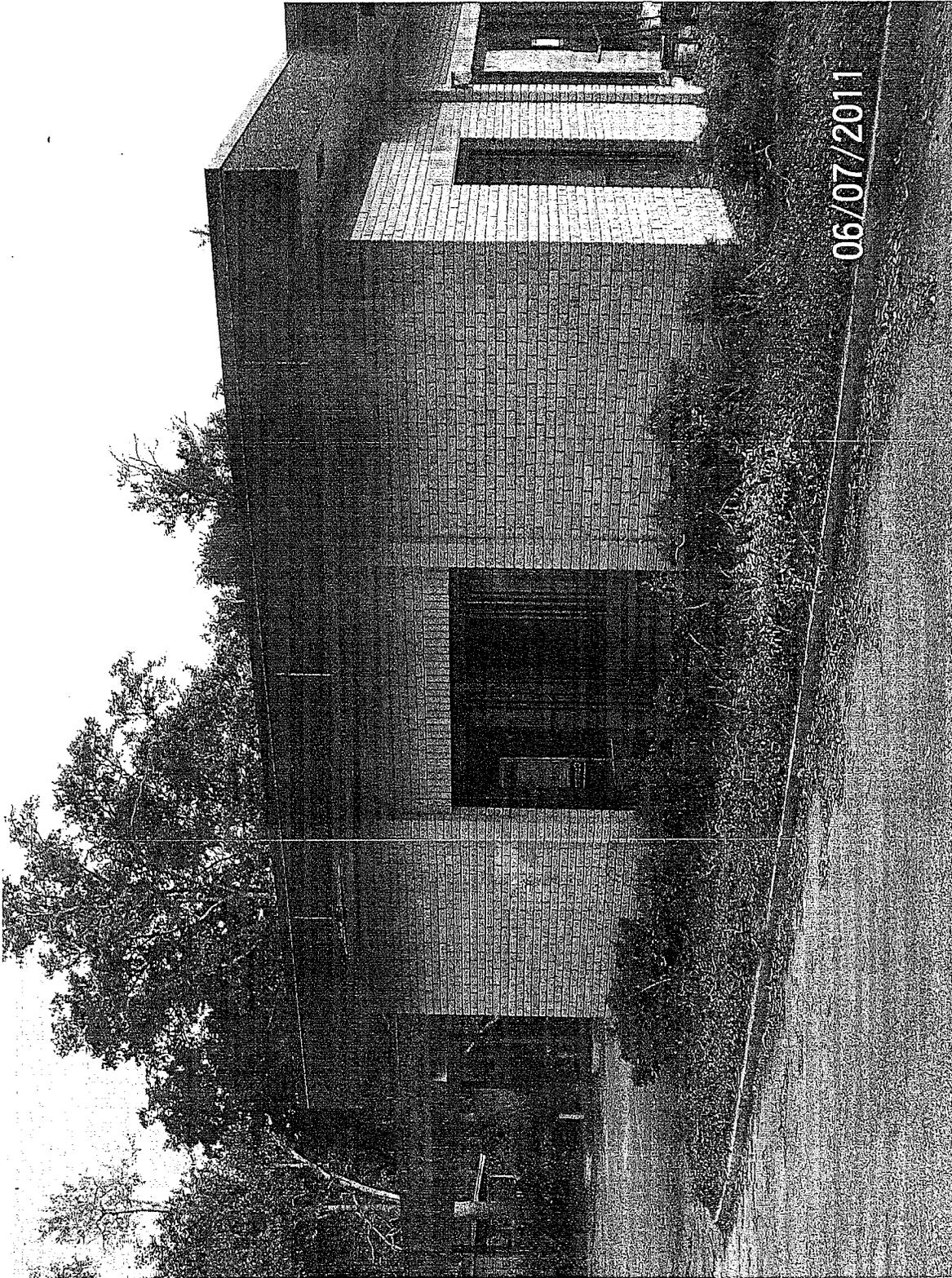
- The Clerk further reported that the Notice of Public Hearing Resolution was posted at City Hall.
- The Clerk submitted photographs depicting the subject property taken on June 7, 2011, by Building Official Earl Levens, as follows:

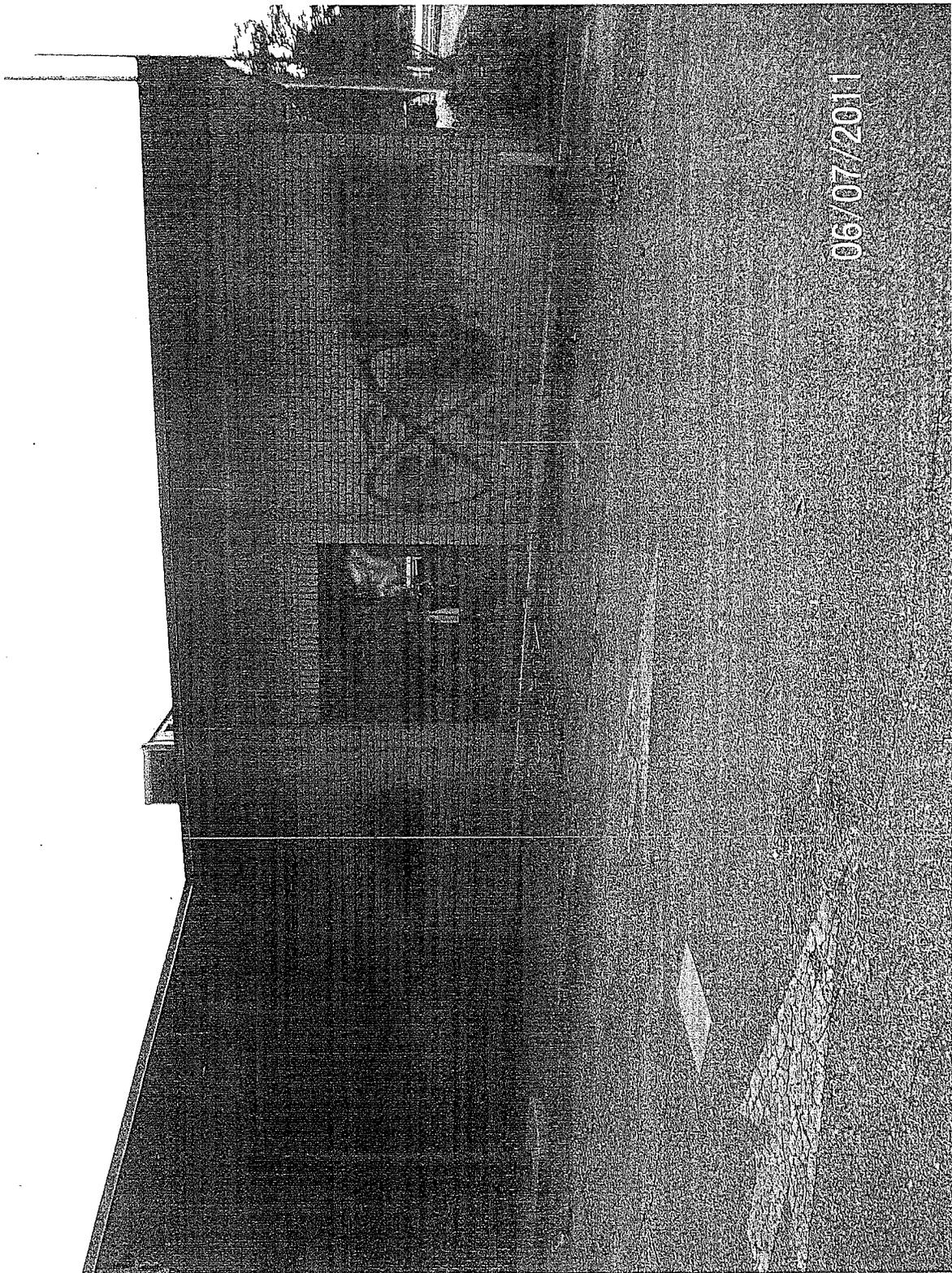


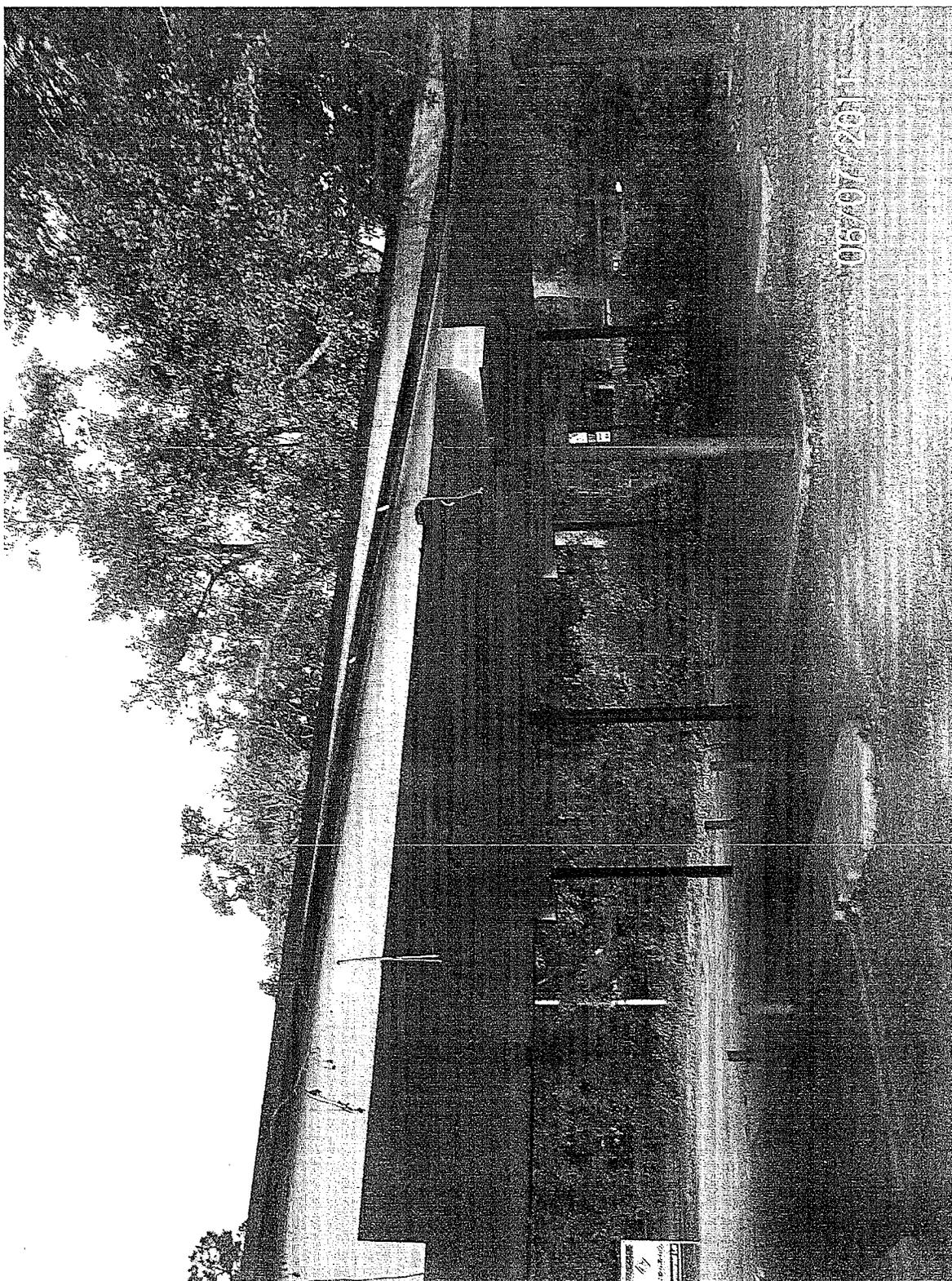
06/07/2011

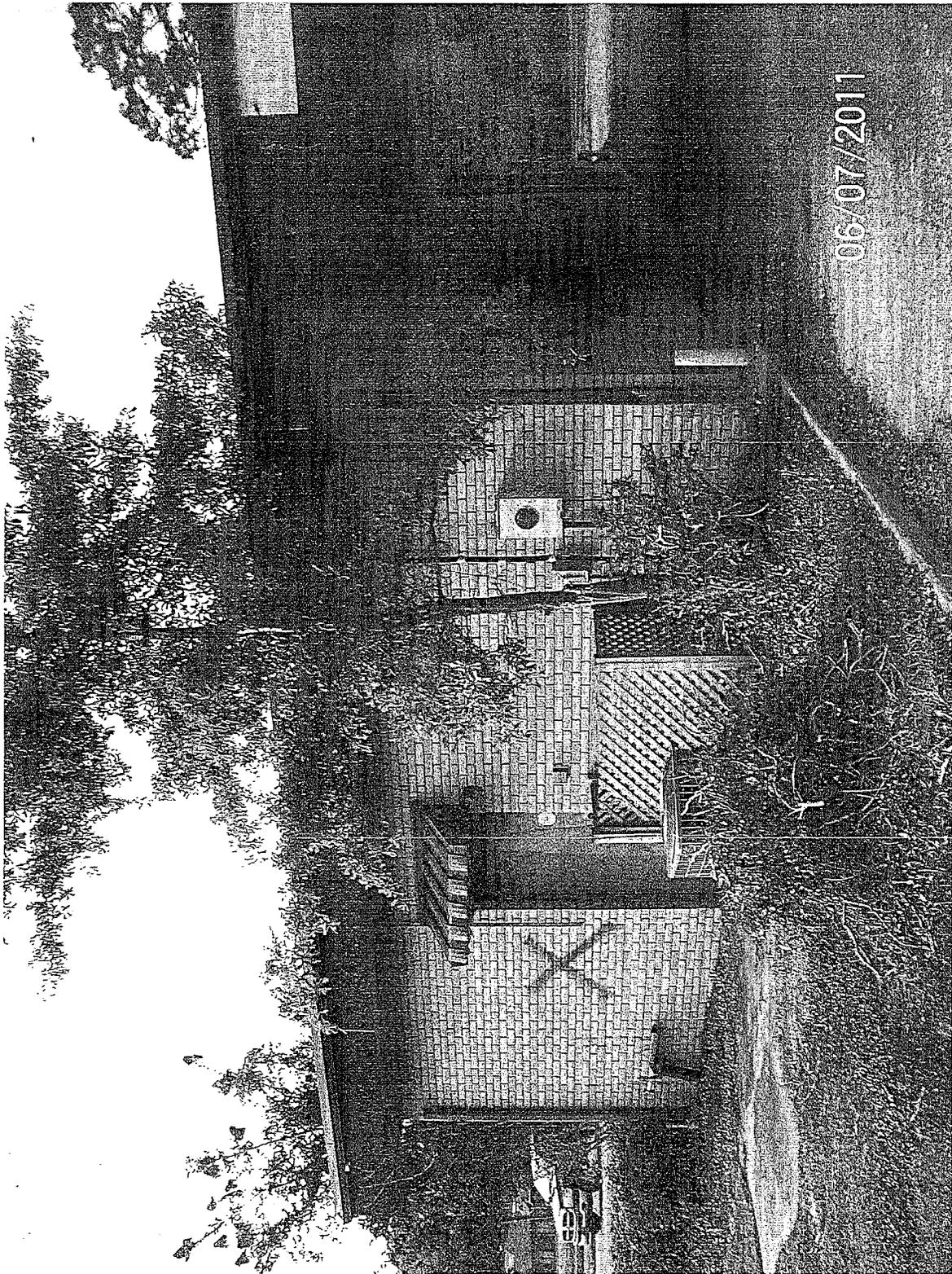
20156 Pineville

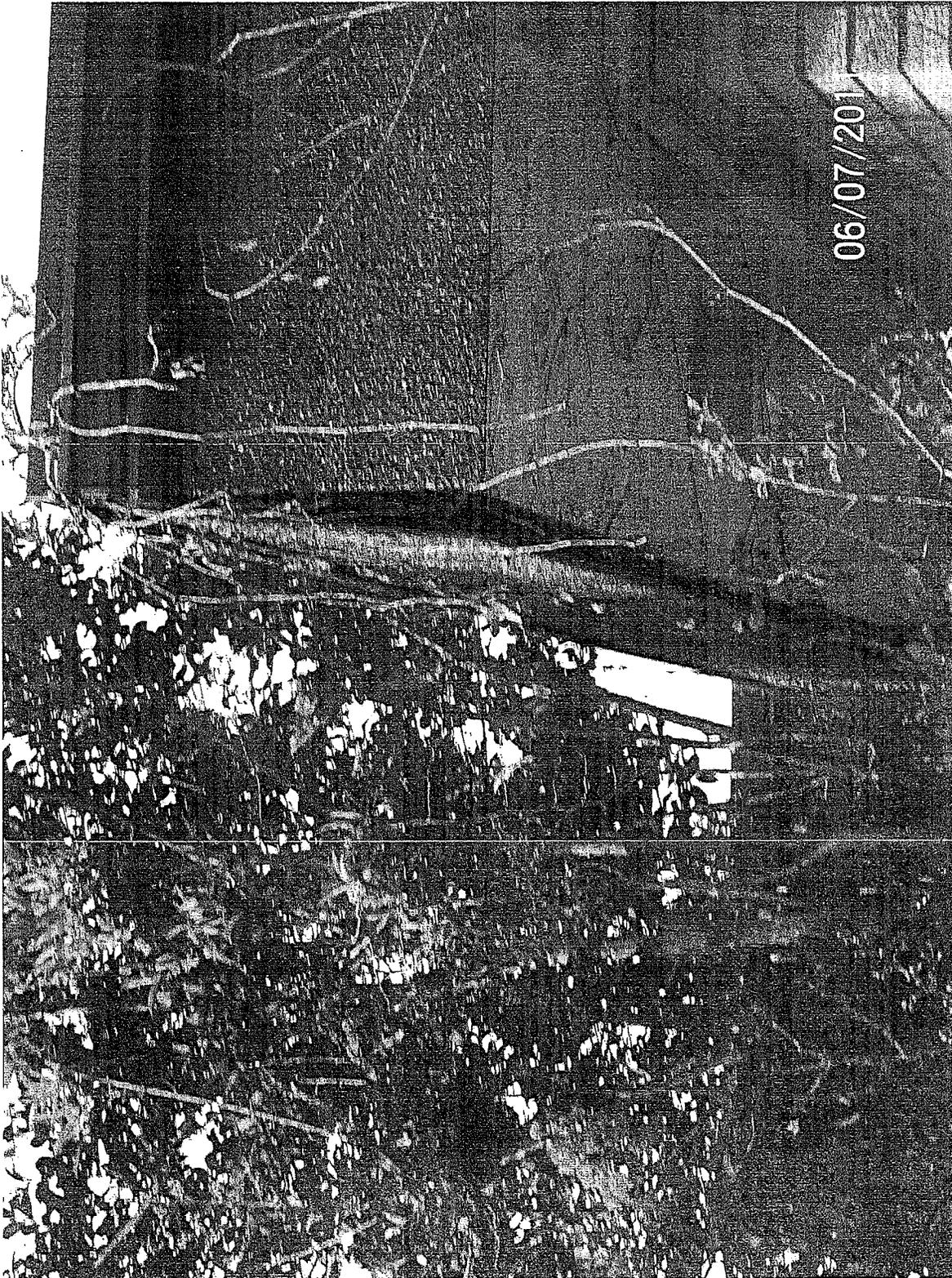












- The Clerk submitted a sworn affidavit affirming the validity of the photographs depicting the subject property, 20156 Pineville Road, Long Beach, Mississippi, as of June 7, 2011; said affidavit is as follows:

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Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared EARL LEVENS, known to me to be the Building Official of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That he is the duly appointed and acting Building Official of the City of Long Beach, Mississippi;

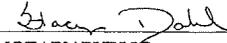
2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the property in its then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;

3. That on June 7, 2011, he did take and cause to be processed photographs depicting property located at 20156 Pineville Road and assessed to Pineville Partners, LLC, in its then condition, to be submitted as exhibits at the public hearing scheduled for June 7, 2011; and notice of said public hearing was posted at the Long Beach City Hall, 201 Jeff Davis Avenue.

This the 7th day of June, 2011.


REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of June, 2011.


NOTARY PUBLIC

-My Commission Expires-



AFFIDAVIT-PHOTOS;POST NOTICE

- The Clerk submitted a memo from Building Official Earl Levens regarding the subject property, as follows:

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20156 Pineville

- 1) Building Structurally Sound
- 2) Several Cosmetic Issues on outside
 - a) Miss Fascia & Soffit or Dotted
 - b) Broken windows Not Boarded up
 - c) Power Meter Vandalized can not be hooked to Power
 - d) A/C Top Air Handle Vandalized in Disrepair
 - e) Graffiti on Brick
 - f) Gutters in Disrepair
- 3) Grass has been mowed & Vines Removed from Building

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*

The Mayor opened the floor for public comments from the property owner or their representative and no one came forward to comment.

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City Attorney Simpson reported that he spoke with the owners of the subject property who stating that said property has been sold and the new owners intend to demolish the structure to make way for the construction of a new retail building.

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There being no further comments or discussion, Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to close the public hearing and take official action as follows:

91 7108 2133 3936 7856 3836

MAILED

Date: 6/9/11-Per

6/8/11 - 5:00pm
City Hall
Subject Property

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 20156 Pineville Road to determine and consider the condition of said property. After conducting the hearing and considering all matters produced thereat and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY LOCATED AT 20156 PINEVILLE ROAD, LONG BEACH, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on petition, complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 20156 Pineville Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of April 19, 2011, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanliness as to be a menace to the public health and safety of the community which constitutes a public hazard and nuisance in accordance with Miss Code Annotated Section 21-19-20, as amended, said hearing to be held June 7, 2011, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-20;

2. That, having served the owner of said property, either by United States mail as is evidenced by the return receipt included in the materials produced at said hearing, or by publication of same, such service being in accordance with said MCA Section 21-19-20(1)(b)(ii), and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing, hereby made a part of the record of these proceedings;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

**Minutes of June 7, 2011
Mayor and Board of Aldermen**

observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, the record of which is hereby made a part hereof, and being fully advised in the premises, do find and adjudicate that the property is, in its present condition, in such a state of uncleanness as to be a menace to the public health and safety of the community which constitutes a public hazard and nuisance in accordance with Miss Code Annotated Section 21-19-20. It is therefore,

RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 20156 Pineville Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0511J-02-065.001, and according to said tax records is owned by Pineville Partners, LLC, is at present in such a state of uncleanness as to be a menace to the public health and safety of the community which constitutes a public hazard and nuisance in accordance with Miss Code Annotated Section 21-19-20.
2. That the Mayor, City Clerk and City Attorney are hereby directed to proceed in accordance with Mississippi Code Annotated Section 21-19-20 to file such petition from and after August 1, 2011, with the circuit clerk of Harrison County, Mississippi, First Judicial District as is necessary and proper thereunder to have the property declared a public hazard and nuisance and to cause same to be demolished, providing notice of same to all owners and lien holders of record, if any, of such filing, all in accordance with law.
3. That the Mayor, City Clerk and City Attorney are hereby authorized and directed, once all necessary court proceedings are concluded and the court has authorized and/or directed such action, to proceed to removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any such Court Order, and further to remove, demolish and/or otherwise abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described at the hearing before the City and/or Court.
4. That the governing authority shall proceed to demolish, clean and otherwise abate the conditions otherwise existing and constituting a menace to public

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Mayor and Board of Aldermen

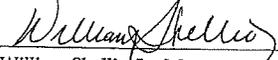
safety and health the subject property as required by paragraph 3, above, by the use of municipal employees or by contract, with the cost of same to be collected from the owners of said property, either directly or by having same assessed against the said parcel of land to the extent allowed by law.

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

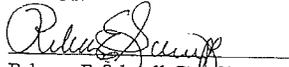
Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye.
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 7th day of June, 2011.

APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schruff, City Clerk

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., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in June, 2011, 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,

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Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Carolyn J. Anderson, City Clerk Rebecca E. Schruff, and City Attorney James C. Simpson, Jr.

Alderman Mark E. Lishen was absent the meeting.

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

The meeting was called to order and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on April 5, 2011, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi; The Times-Picayune, Orleans Parish, Louisiana; the Press-Register, Mobile County, Alabama; and The Clarion-Ledger, Hinds County, Mississippi, Legal Notice, Advertisement for Bids, "MODIFICATIONS TO PIER 2", all as evidenced by the Publishers' Proofs of Publication.

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

PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS
 City of Long Beach, Mississippi
 The City of Long Beach, Mississippi, will receive bids for: LONG BEACH - SMALL CRAFT HARBOR MODIFICATIONS TO PIER 2 at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, P.O. Box 990, Long Beach, Mississippi, 39580, during normal office hours at any time prior to the designated bid date, or at the City Council Meeting Room at City Hall at 10:00 A.M. on the designated date for the bid opening. Bids will be publicly opened and read aloud at 10:00 A.M., Monday, May 9th, 2011.
 Bids are invited for the furnishing of materials, equipment and labor to modify the arrangement of mooring slips along existing Pier 2 by removing six piles, mooring the piles and finger piers, install new electrical buoys to serve the new slips on Pier 2, and also construct a new 4' wide pier near the boat launch ramps.
 Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi. Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Howe Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$100.00 non-refundable fee (payable to A. Garner Russell & Associates, Inc.).
 A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach - LONG BEACH - SMALL CRAFT HARBOR MODIFICATIONS TO PIER 2, shall be submitted with each bid.
 For bids exceeding \$50,000, Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."
 The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informality in the bidding.
 Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the Contract.
 Done by order of the Mayor and Board of Aldermen, April 5, 2011.
 City of Long Beach, Mississippi
 By: REBECCA SCHRUFF
 Title: CITY CLERK
 Publish: April 8 and 15, 2011.
 1447684

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 127 No., 187 dated 8 day of APR, 20 11
- Vol. 127 No., 194 dated 15 day of APR, 20 11
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

[Signature]
Clerk

Sworn to and subscribed before me this 15 day of APRIL, A.D., 20 11



[Signature]
Notary Public

The Times-Picayune

3800 HOWARD AVENUE, NEW ORLEANS, LOUISIANA 70140-1097 TELEPHONE (504) 826-3201

ADVERTISEMENT FOR BIDS
 City of Long Beach, Mississippi
 The City of Long Beach, Mississippi, will receive bids for:

LONG BEACH SMALL CRAFT HARBOR

MODIFICATIONS TO PIER 2

at the Office of City Clerk located at City Hall, 201 West Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date, or at the City Council Meeting Room at City Hall at 10:00 A.M. on the designated date for the bid opening. Bids will be publicly opened and read aloud at 10:00 A.M., Monday, May 9th, 2011.

Bids are invited for the furnishing of materials, equipment and labor to modify the arrangement of mooring slips along existing Pier 2 by removing and replacing mooring piles and finger piers, install new electrical outlets to serve the new slips on Pier 2, and also construct a new 4' wide pier near the boat launch ramps.

Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hayes Avenue at 3rd Street (Post Office Box 1677), Gulfport, Mississippi 39501, upon payment of \$100.00 non-refundable fee (payable to A. Garner Russell & Associates, Inc.).

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at our value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, LONG BEACH SMALL CRAFT HARBOR, MODIFICATIONS TO PIER 2, shall be submitted with each bid.

For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Done by order of the Mayor and Board of Aldermen, April 5, 2011.
 City of Long Beach, Mississippi

I attest to the correctness of the advertisement published in The Times-Picayune on these dates.

By S/REBECCA SCHRUFF
 Title CITY CLERK
 Publish: April 8 and 15, 2011

red hereto as correct copy

State of Louisiana
 Parish of Orleans
 City of New Orleans

Personally appeared before me, a Notary in and for the parish of Orleans, Elizabeth C. Darcey who deposes and says that she is an Assistant Controller of The Times-Picayune, L.L.C., a Louisiana Corporation, Publishers of The Times-Picayune, Daily and Sunday, of general circulation; doing business in the City of New Orleans and the State of Louisiana, and that the attached

BIDS-PROPOSALS

Re: Long Beach Small Craft Harbor Modifications to Pier 2

Advertisement of City of Long Beach Mississippi

PO Box 929
Long Beach, MS 39560

Was published in The Times Picayune

3800 Howard Ave
New Orleans, LA 70125

On the following dates April 8, 15, 2011

Elizabeth C Darcey
 Sworn to and subscribed before me this
 Day of April, 2011

[Signature]
 Notary Public

My commission expires at my death.
 Charles A. Ferguson, Jr.
 Notary identification number 23492

Minutes of June 7, 2011
 Mayor and Board of Aldermen

PRESS-REGISTER
 LEGAL AFFIDAVIT

CITY OF LONG BEACH MISSISSIPPI
 ATTN: ACCOUNTS PAYABLE
 P.O. BOX 929
 LONG BEACH, MS 39560

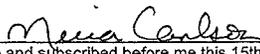
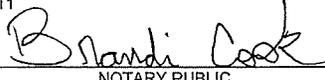
Name: CITY OF LONG BEACH
 Account Number: 1057428
 Ad Number: 0001741299

Sales Rep: Christine Bevins
 251-219-5000
 Billing Inquiries Please Call: (251) 219-5424

Date	Position	Description	P.O. Number	Ad Size	Total Cost
04/15/2011	Notice of bid	ADVERTISEMENT FOR BIDS City of Long Beach		431 WDS	297.48

Mecia Carlson being sworn, says that she is bookkeeper of Press-Register which publishes a daily newspaper in the City and County of Mobile, State of Alabama: and attached notice appeared in the issue of

Press-Register 04/08, 04/15/2011


 Sworn to and subscribed before me this 15th day of April 2011

 NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
 PLEASE CALL MECIA CARLSON AT (251) 219-5418.
 YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX:
 LEGALS@PRESS-REGISTER.COM OR FAX# (251)
 219-5037

ADVERTISEMENT FOR BIDS
 City of Long Beach, Mississippi
 The City of Long Beach, Mississippi, will receive bids for:
LONG BEACH SMALL CRAFT HARBOR MODIFICATIONS TO PIER 2

Done by order of the Mayor and Board of Aldermen, April 5, 2011.
 City of Long Beach, Mississippi
 S/REBECCA SCHRUFF
 Title
 CITY CLERK
 PRESS REGISTER
 APRIL 8, 15, 2011

at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date, or at the City Council Meeting Room at City Hall at 10:00 A.M. on the designated date for the bid opening. Bids will be publicly opened and read aloud at 10:00 A.M., Monday, May 9th, 2011.

Bids are invited for the furnishing of materials, equipment and labor to modify the arrangement of mooring slips along existing Pier 2 by removing and replacing mooring piles and finger piers, install new electrical outlets to serve the new slips on Pier 2, and also construct a new 4' wide pier near the boat launch ramps.

Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hieves Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of \$100.00 non-refundable fee (payable to A. Garner Russell & Associates, Inc.).

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for CITY OF LONG BEACH, LONG BEACH SMALL CRAFT HARBOR, MODIFICATIONS TO PIER 2, shall be submitted with each bid.

For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Minutes of June 7, 2011
Mayor and Board of Aldermen

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

GLORIA WEAKLEY

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

PASTE PROOF HERE

C14657
*CITY OF LONG BEACH, 523897,
0200354450
Smallcraft Harbord modification to pier 2

4/8/2011
4/15/2011

Size: 527 words / 2.00 col. x 64.00 lines
Published: 2 time(s)
Total: \$127.94

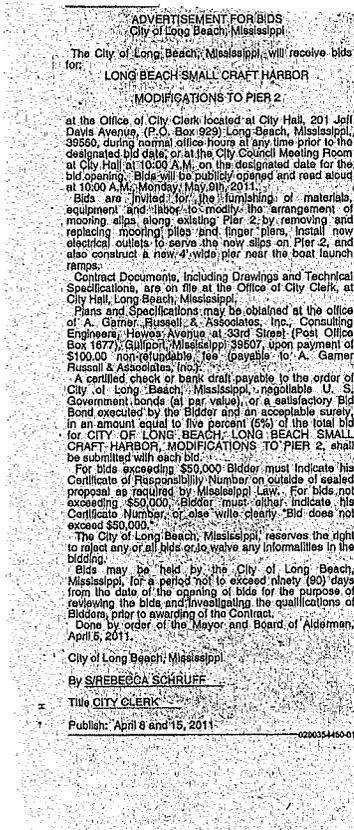
Signed *Gloria Weakley*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 4/15/2011.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



The Clerk further reported that eight (8) bids were properly filed and, at 10:00 o'clock a.m. on May 31, 2011, said bids were then and there publicly opened and read aloud in the City Hall Meeting Room. Present and in attendance at said bid opening were City Clerk Rebecca E. Schruuff, City Engineer David Ball and representatives of companies submitting bids. Said bids are as follows:

Bay South Limited
P.O. Box 250
Saraland, Al 36571
Bid Amount: \$299,146.00

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D. N. P., Inc.
P.O. Box 6399
D'Iberville, MS 39540-6399
Bid Amount: \$304,256.00

Double Aught Construction
P. O. Box 97
Hammons, LA 70404
Bid Amount: \$443,937.00

Innovative Builders, Inc.
10750 Highway 603
Bay St Louis, MS 39520
Bid Amount: \$416,667.00

J. E. Borries, Inc.
16701 Highway 57
Vanceleave, MS 39565
Bid Amount: \$243,568.00

K. R. Borries
3300 Oak Street
Gulfport, MS 39553
Bid Amount: \$271,310.00

M & D Construction Company, Inc.
P.O. Box 5047
Moss Point, MS 39563
Bid Amount: \$233,282.70

Procon, Inc.
P.O. Box 1897
Brandon, MS 39043
Bid Amount: \$284,646.00

The aforementioned bids were submitted to City Engineer David Ball for official review and tabulation with a recommendation at the June 7, 2011, regular meeting, however, it was noted for the record that until the FEMA projects are closed out at the harbor, the Pier 2 Improvement Project could not commence.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to take the bids under advisement until further notice.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on May 3, 2011, that she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published, Harrison County, Mississippi, Legal Notice, Request for Proposals, "Fringe Area Study", as evidenced by the Publisher's Proof of Publication.

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

CITY OF LONG BEACH REQUEST FOR PROPOSALS PLANNING CONSULTING SERVICES The City of Long Beach will accept sealed proposals from qualified firms for professional planning services required for preparation of the following planning document: funded in whole or in part with Katrina Supplemental Community Development Block Grant funds, o Fringe Area Study An Information To Offerors Packet concerning this request for proposals is available at City Hall at 201 Jeff Davis Avenue in Long Beach between the hours of 8:00 AM and 6:00 P.M., Monday through Friday. Proposals for this planning work will be reviewed and rated in accordance with the following rating factors/criteria: 1. EXPERIENCE: With similar planning work specifically including preparation of a Fringe Area Study, 2. QUALIFICATIONS: Educational background, knowledge, professional, and technical experience in performing similar projects and to perform the planning work in this project, 3. CAPACITY FOR PERFORMANCE: The capacity to complete the work in a proper and timely manner given the current workload and staff of the firm, 4. COST: The proposed cost of performing the planning work requested in this request for proposals. All proposals will be rated based on the following rating system, which will be used to determine the best acceptable offer: Qualifications 30 points Experience 30 points Capacity 30 points Cost 10 points Proposals will be reviewed by a Planning Consultant Selection Committee using the above selection criteria. A written contract will be awarded to the firm whose proposal is within the competitive cost range and determined by the committee to be the most advantageous to the City, cost and other factors considered. The contract will include scope and extent of work and other essential requirements. The Mayor and Aldermen of the City of Long Beach reserve the right to reject any and all proposals and to waive any irregularities or informality in the proposal process. The City of Long Beach is an equal opportunity employer. Proposals shall be sealed and properly labeled as: PROPOSAL FOR A FRINGE AREA STUDY, KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT PROGRAM CITY OF LONG BEACH, MISSISSIPPI and may be hand delivered or mailed to the following address: (after 10:00 A.M. Friday, May 20, 2011): Becky Schmitt, City Clerk City of Long Beach 201 Jeff Davis Avenue Post Office Box 928 Long Beach, MS 39560 The proposals will be received by the Mayor and Aldermen and referred to the Planning Consultant Selection Committee. The Selection Committee will review and rate each proposal and select the best proposal, cost and other factors considered. The Selection Committee will recommend the selected firm/individual to the Mayor and Aldermen. Five copies of each proposal shall be submitted. Section 3, Section 3 of the Housing and Urban Development Act of 1968 requires that the City and contractors participating in HUD CDDBG projects give opportunities for job training and employment to lower income residents of the Section 8 area that is described as the downtown area of the City of Long Beach. Section 3 also requires that to the maximum extent feasible contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area. ADVISORY

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 127 No., 219 dated 10 day of May, 2011
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

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

Michelle Gilet
Clerk

Sworn to and subscribed before me this 10 day of May, A.D., 2011



Kandi Berkley
Notary Public

The Clerk further reported that one (1) proposal was properly filed, as follows:

Slaughter & Associates, PLLC
Urban Planning Consultants
P.O. Box 4679
Bay St Louis, MS 38521
Cost Estimate: Lump Sum Quote \$30,000.00

Upon consideration of the aforementioned proposal, discussion was held as follows:

- Slaughter & Associates, LLC, is a reputable firm with vast knowledge and experience in urban planning and specifically in fringe area study preparation and annexation feasibility analysis;
- They provided numerous current references;
- The firm has an excellent performance record with the City of Long Beach on previous projects.

Based upon the determinations as set forth above, Alderman Anderson made motion seconded by Alderman Ponthieux and unanimously carried to award the Fringe Area contract to Slaughter & Associated, PLLC, as the only proposal submitted.

*

*

Upon further discussion, Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to approve the agreement by and between the City of Long Beach, Mississippi and Slaughter and Associates, PLLC/Urban Planning Consultants, Fringe Area Study, as follows:

Minutes of June 7, 2011
Mayor and Board of Aldermen

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of JUNE, 2011 by and between The City of Long Beach, Mississippi (hereinafter referred to as "Grantee"), and Slaughter and Associates, PLLC/Urban Planning Consultants (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Block Grant Program funds from the Mississippi Development Authority for the preparation of a Fringe Study; and

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

WHEREAS, the post-Katrina Fringe Study need to be prepared to properly guide the community's rebuilding and recovery; and

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

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

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

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

Minutes of June 7, 2011
Mayor and Board of Aldermen

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

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

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

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

IN WITNESS WHEREOF, the City of Long Beach and the Contracted Party have executed this Agreement this the 7th day of JUNE, 2011.

Slaughter and Associates, PLLC
By: Mike Slaughter

ATTEST:
Kimberly Coone

The City of Long Beach, Mississippi
By: William Skelton

ATTEST:
Richard E. Smith

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EXHIBIT "A"

SCOPE OF WORK FOR FRINGE AREA STUDY
FOR
LONG BEACH, MISSISSIPPI

- I. **The Planning Process/Development of the Fringe Area Study**
 - a. The development of the Fringe Area Study for the City of Long Beach shall be undertaken in a manner that maximizes input and involvement of the City Planning Commission, elected officials, and citizens of Long Beach.
 - b. The Fringe Area Study shall be based on sound planning principles and shall be prepared in an effort to complete a comprehensive analysis of the character of the unincorporated areas contiguous with the City of Long Beach. The impact of these areas on the future growth and development of Long Beach shall be assessed.
 - c. The Fringe Area Study shall be completed within six (6) months from the date of issuance of a notice to proceed from the City. At least ten (10) bound copies of the study shall be provided to the City upon completion.
 - d. The Fringe Area Study analysis shall include the following:
- II. **Delineate Study Area**
 - a. Existing corporate limits
 - b. Study Area boundary
 - c. Prepare base map of City and Study Area
- III. **Land Use Survey of Study Area**
 - a. Identify land uses by type
 - i. Single-family
 - ii. Multi-family
 - iii. Mobile/Manufactured home
 - iv. Commercial
 - v. Industrial
 - vi. Public/semi-public
 - b. Prepare existing land use base map
- IV. **Vacant Land Survey of Existing City**
 - a. Conduct vacant land survey
 - i. Developed
 - ii. Flood plain/floodway
 - iii. Steep slope
 - iv. Hydric soils
 - v. Vacant land
 - vi. Vacant constrained land
 - b. Prepare base map and tabular summaries by category
- V. **Demographic Analysis of City and Study Area**
 - a. Total and voting age population
 - b. Racial composition
 - c. Housing units
 - d. Land area
 - e. Business inventory
- VI. **Inventory Existing Levels of Service in City and Study Area**
 - a. Police protection
 - b. Fire protection
 - c. Animal control
 - d. Streets/street lights
 - e. Mosquito and pest control
 - f. Water (domestic & fire)

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Mayor and Board of Aldermen**

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- g. Sanitary sewer
 - h. Garbage & trash collection
 - i. Parks and recreation
 - j. Planning, zoning & subdivision regulations
 - k. Codes and ordinances
 - l. Building/housing codes
 - m. Other
- VII. **Develop Departmental Summaries and Requirements**
- a. Determine personnel and equipment necessary to provide services to Study Area.
 - b. Prepare water and sewer plans and cost estimates.
 - c. Develop 5-year services and facilities plan.
- VIII. **Detailed Financial Analysis and 5-year Projections for City and Study Area**
- a. Assessed valuation
 - b. Sales tax
 - c. General fund by line item
 - d. Departmental requirements costs (personnel and equipment)
 - e. Debt
 - f. Financing options
 - g. Revenues vs. expenditures
 - h. Fund balances
 - i. Water and sewer funding, debt service and estimated revenue
- IX. **Recommendations**
- a. Based on the analysis undertaken in the Fringe Area Study, recommendations shall be made to the Mayor and Aldermen relative to the areas. Recommendations may include annexation of all or part of the study areas by the City. If annexation is recommended, the basis for the recommendation should be prepared in accordance with sound planning principals and based on applying those planning principals to the Indicia of Reasonableness as established by the Mississippi Supreme Court. The twelve (12) indicia of reasonableness are as follows:
 - i. The municipality's need to expand;
 - ii. Whether the area sought to be annexed is reasonably within the path of growth of the City;
 - iii. Potential health hazards from sewage and waste disposal in annexed areas;
 - iv. City's financial ability to make improvements and furnish City services promised;
 - v. The need for zoning and overall planning in areas sought to be annexed;
 - vi. The need for City services in areas sought to be annexed;
 - vii. Whether there are natural barriers between City and proposed annexation area;
 - viii. Past performance and time element involved in City's provision of services to its present residences;
 - ix. Economic or other impact of annexation upon those who live in or own property in proposed annexation area;
 - x. Impact of annexation upon voting strength of protected minority groups;
 - xi. Whether property owners and other inhabitants of areas sought to be annexed have in the past, and in foreseeable future unless annexed will, because of their reasonable proximity to corporate limits of City, enjoy economic and social benefits of City without paying their fair share of taxes;
 - xii. Any other factors that may suggest reasonableness.
- X. **Conclusion**
- a. Prepare conclusions and recommendations to the Board regarding the fringe areas.

SPECIAL NOTE: It should be noted that the scope of work set forth herein is intended to have some flexibility, and the City and the selected consultant may alter or modify the tasks if necessary and appropriate and if local conditions or circumstances require.

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Mayor and Board of Aldermen

EXHIBIT "B"

PAYMENT SCHEDULE
FRINGE AREA STUDY
LONG BEACH, MISSISSIPPI

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

Tasks I - V. Data gathering, land use & demographic analysis	\$ 9,000
• Data gathering from city	
• Delineate study area	
• Land use survey of study areas	
• Demographic analysis of city/study area	
• Meet with the Rating Bureau regarding necessary requirements	
• Vacant land analysis of existing city	
Tasks VI - VIII. Inventory existing city & prepare financial projections/department summaries	\$15,000
• Inventory of existing levels of service	
• Develop departmental summaries	
• Detailed financial analysis/projections	
Task IX. Recommendations	\$ 6,000
• Present final recommendations to the city;	
• Provide the city with ten (10) printed/bound copies of recommendations	

EXHIBIT "C"

SPECIAL PROVISIONS AND REGULATIONS

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

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

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

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

2. Termination of Contract For Clause

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

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

3. Termination for Convenience of the Grantee

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

4. Records

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

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and

**Minutes of June 7, 2011
Mayor and Board of Aldermen**

provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts of transportation.

6. **Environmental Compliance**

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

7. **Energy Efficiency**

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

8. **Changes**

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

9. **Personnel**

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

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

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

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1994 (48 Stat, 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C.874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party

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out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

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

13. Equal Employment Opportunity

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

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

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

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Mayor and Board of Aldermen**

15. Section 3 Clause

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

16. Discrimination Because of Certain Labor Matters

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

17. Compliance with Local Laws

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

18. Subcontracting

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

19. Assignability

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

20. Interest of Members of Local Public Agency and Others

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

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

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

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21. Interest of Certain Federal Officers

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

22. Interest of Contractor

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

23. Political Activity

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

24. Davis-Beacon Act Requirements

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

25. Uniform Acts Requirements

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

26. Lead-Based Paint Requirements

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

27. Compliance with Office of Management and Budget

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

28. Flood Insurance Purchase Requirements

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

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29. **Historic Preservation**

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historical Preservation Act of 1966 (16 USE 469a-I *et seq.*) by a (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.80) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. **Program Monitoring**

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

31. **Discrimination Due to Beliefs**

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

32. **Confidential Findings**

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

33. **Third-Party Contracts**

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

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

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

34. **Excessive Force**

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

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35. Architectural Barriers Act and Americans with Disabilities

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

36. Environmental

The applicant will:

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

Its chief executive officer or other officer of applicant:

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

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

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

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

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

37. Uniform Relocation

It will comply the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section

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Mayor and Board of Aldermen**

570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d) of the Act.

38. Code of Standards of Conduct

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

39. Hatch Act

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

40. Lead Based Paint

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

41. Use of Influence

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

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

42. Cost Overruns

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

EXHIBIT "D"

CERTIFICATIONS/ASSURANCES

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

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

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Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

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

Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to advertise for bids, "Town Green – War Memorial".

The Mayor and Board of Aldermen proclaimed June 7, 2011, "Dr. Jim Hamilton Day".

There were no amendments or public comments to the Municipal Docket.

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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 May 17, 2011, as submitted.

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve the regular meeting and work session minutes of the Planning Commission dated May 26, 2011, as submitted.

It was noted for the record that the Tree Board is responsible for monitoring compliance with tree replanting directives and reporting that information to the Building Official's Office.

Upon clarification regarding the Harbor Master's report, Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Port Commission dated May 19, 2011, as submitted.

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 060711, inclusive of HMGP Pay Application #16B, Fire Station Number 2, ReflecTech, Inc.

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve CDBG two (2) Requests for Cash and payment of four (4) invoices, as follows:

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Mayor and Board of Aldermen

MEMO

DATE: May 30, 2011
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. JBHM
Invoice number 35 in the amount of \$318.17
For Architect/Engineering expense
2. Jimmy Gouras
Invoice number 9146 in the amount of \$5,011.16
For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 39" in the amount of \$5,329.33 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. 39" 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.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

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

MEMO

DATE: May 30, 2011
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-109-235-03-KCR
Town Green
Request for Cash and Summary Support Sheet

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

1. Jimmy Gouras
Invoice number 9147 in the amount of \$5,800.00
For Administration expense
2. JBHM
Invoice number 23 in the amount of \$2,602.70
For Special Consultants expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 25" in the amount of \$8,402.70 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. 25" 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.

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

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

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve Change Order #04, CDBG Town Green Project – Splash Pad, as follows:

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 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

June 3, 2011

UPS Delivery

Mayor William Skellie, Jr.
 City of Long Beach
 201 Jeff Davis Avenue
 Long Beach, MS 39560

RE: LONG BEACH TOWN GREEN – CHANGE ORDER 04

Dear Mayor Skellie:

The enclosed Change Order 04 for the Long Beach Town Green documents the following changes to the contract:

- 1) Relocate drainage of the splash pad from the sewer to the storm drain. It was decided in a prior meeting that there would be no additional zone to irrigation system.

 The total cost to perform this work is a cost increase of \$6,358.95 and a time extension of fifteen (15) days.

I have reviewed all documentation and find the above requests to be in order and appropriate. Should the changes described above be approved by the Board of Aldermen, the Contract Sum will be increased by a total of \$6,358.95 and the Contract Time will be increased by fifteen days. Therefore, the Contract Sum for the project will become \$1,220,982.78 and the date of Substantial Completion will be February 8, 2011.

ARCHITECTURE
 PLANNING
 LANDSCAPE ARCHITECTURE
 INTERIOR DESIGN
 GRAPHIC DESIGN
 PROGRAM MANAGEMENT

Considering this Change Order, we anticipate significant funds remain obligated to this project and that the funds allocated to this change are warranted.

Enclosed you will find four (4) copies of the above mentioned Change Order. If approved by the Board of Aldermen, please sign all four (4) documents 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 this change order, please do not hesitate to contact me.

Sincerely,

Glenn Currie, AIA, Principal

OFFICES
 Biloxi
 Columbus
 Jackson
 Tupelo

Enclosures: Change Order Number 04 (AIA Document G701) and related supporting documentation

PRINCIPALS
 JOSEPH S. HENDERSON, AIA
 RICHARD H. MCNEEL, AIA

 JACK W. BALLARD, AIA
 GLENN CURRIE, AIA

cc: Vonnie Ladner – AFC, Inc.
 Mayor William Skellie, Jr. – City of Long Beach
 Ann Frazier – Jimmy Gouras and Associates
 Ginny Breckenridge / Elisha Hurst / Dawn Nolte – HORNE LLP
 Glenn Currie/Edward Yeatman/ Carl Bradley – JBHM
 JBHM # 09063.09

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 Mayor and Board of Aldermen

 **AIA** Document G701™ – 2001

Change Order

PROJECT (Name and address): 09063 Long Beach Town Green Jeff Davis & Third Streets Long Beach, MS 39560	CHANGE ORDER NUMBER: 004 DATE: June 3, 2011	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): A. F. C., Inc. 2510 Highway 53 Perkinston, Mississippi 39573	ARCHITECT'S PROJECT NUMBER: 09063 CONTRACT DATE: 4/27/2010 CONTRACT FOR: General Construction	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)

Relocate drainage of the splash pad from the sewer to the storm drain.

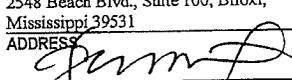
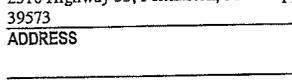
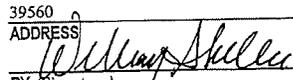
Plumber	\$3750.00
Disconnect and Reconnect Sprinkler System	\$ 700.00
Regrade areas due to excavation/Replace Sod	\$ 700.00
Bore under existing walk	\$ 700.00
Subtotal	\$ 5,850.00
Profit Margin	\$ 175.50
Overhead	\$ 128.70
Sales Tax	\$ 204.75
Total Amount	\$ 6,358.95

The original Contract Sum was	\$ 1,169,000.00
The net change by previously authorized Change Orders	\$ 45,623.83
The Contract Sum prior to this Change Order was	\$ 1,214,623.83
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,358.95
The new Contract Sum including this Change Order will be	\$ 1,220,982.78

The Contract Time will be increased by Fifteen (15) days.
 The date of Substantial Completion as of the date of this Change Order therefore is February 8, 2011

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

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

<u>JBHM Architects, P.A.</u> ARCHITECT (Firm name)	<u>A. F. C., Inc.</u> CONTRACTOR (Firm name)	<u>City of Long Beach</u> OWNER (Firm name)
<u>2548 Beach Blvd., Suite 100, Biloxi, Mississippi 39531</u> ADDRESS	<u>2510 Highway 53, Perkinston, Mississippi 39573</u> ADDRESS	<u>201 Jeff Davis Avenue, Mississippi 39560</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>David Glenn Currie, AIA</u> (Typed name)	<u>Vonnie L. Ladner</u> (Typed name)	<u>William Skellie</u> (Typed name)
<u>6-2-11</u> DATE	<u>6-7-11</u> DATE	<u>6-7-11</u> DATE

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Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve Change Order #007 CDBG Fire Station #2 Project, as follows:

Minutes of June 7, 2011
 Mayor and Board of Aldermen



June 3, 2011

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

228.594.2200
 FAX 228.594.2020
 EMAIL info@jehm.com

E-mail and United States Postal Service

Mayor William Skellie, Jr.
 City of Long Beach
 201 Jeff Davis Avenue
 Long Beach, MS 39560

RE: LONG BEACH FIRE STATION NO. 2 – **CHANGE ORDER 007**

Dear Mayor Skellie:

The enclosed Change Order 007 for the new Fire Station No. 2 documents the following changes to the contract:

- 1) Upgrade (3) second-floor vertical window mullions to a "back-to-back" type. Refer to the attached PCO-12 for additional information; a total cost of \$1,652.06 and a requested time extension of zero (0) days.
- 2) Modify certain roof-related scope items in the project (as part of a "value engineering" effort undertaken at the outset of the project:
 - A. Delete the following items:
 - Delete 5 cast iron boots.
 - Delete 5 full-height downspouts (6").
 - Delete 5 partial-height downspouts (4").
 - Delete 4 thru-wall scuppers.
 - Delete all gutters.
 - Delete 2 roof drains (RD-1) and related piping.
 - Delete all cold formed steel roof trusses and related roof decking above the primary Living Quarters.
 - Delete all Standing Seam Metal Roofing above the primary Living Quarters.
 - B. Substitute the following items:
 - Delete the Modified Bitumen roof assembly.
 - Substitute a Feltback-Adhered Thermoplastic Membrane Roofing system where Modified Bitumen roofing is noted.
 - Substitute an Adhered Thermoplastic Membrane Flashing system where EPDM flashing is noted.
 - C. Add the following items:
 - Add 2 primary roof drains and 2 emergency roof drains, and all related piping.
 - Add 2 emergency roof drain lamb's tongue outlets.

Refer to the attached PCO-13 for additional information; a total credit of (\$54,728.00) and a requested time extension of zero (0) days.
- 3) Add a FEMA 361 grille, louver, and damper for the dryer vent opening. Refer to the attached PCO-16 for additional information; a total cost of \$2,916.79 and a requested time extension of zero (0) days.
- 4) Perform additional dewatering to install the underground tanks, as a high water table was encountered on the project site. Refer to the attached PCO-19 for additional information; a total cost of \$43,041.08 and a requested time extension of zero (0) days.

ARCHITECTURE
 PLANNING
 LANDSCAPE ARCHITECTURE
 INTERIOR DESIGN
 GRAPHIC DESIGN
 PROGRAM MANAGEMENT

OFFICES
 Biloxi
 Columbus
 Jackson
 Tupelo

PRINCIPALS
 JOSEPH S. HENDERSON, AIA
 RICHARD H. MCNEEL, AIA

JACK W. BALLARD, AIA
 GLENN CURRIE, AIA

Minutes of June 7, 2011
Mayor and Board of Aldermen

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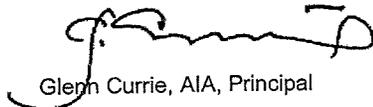
Long Beach Fire Station No. 2 – CO 007
June 3, 2011
Page 2

- 5) Furnish and install a galvanized steel grating walkway in the Exterior Mechanical Yard. Refer to the attached PCO-22 for additional information; a total cost of \$1,593.90 and a requested time extension of zero (0) days.
- 6) Upgrade roof flashing at cast stone copings to stainless steel material. Refer to the attached PCO-23 for additional information; a total cost of \$3,735.98 and a requested time extension of zero (0) days.
- 7) Perform Window and Door Testing and Quality Assurance Services (chamber testing and spray testing per AAMA 502-02 and ASTM E1105-00 standards). Refer to the attached PCO-24 for additional information; a total cost of \$15,718.17 and a requested time extension of zero (0) days.
- 8) Relocate existing overhead utilities at the north end of the project site; utilities and guy wires were not indicated on the survey. Refer to the attached PCO-25 for additional information; a total cost of \$11,815.65 and a requested time extension of zero (0) days.
- 9) Furnish and install additional PVC fascia trim at the canopies. Refer to the attached PCO-27 for additional information; a total cost of \$3,031.78 and a requested time extension of zero (0) days.
- 10) Modify the finish grades of selected drainage structures. Refer to the attached PCO-28 for additional information; a total cost of \$847.17 and a requested time extension of zero (0) days.

I have reviewed all documentation and find the above requests to be in order and appropriate. Should the changes described above be approved by the Board of Aldermen, the Contract Sum and Contract Time will be increased by a total of \$29,624.58 and the Contract Time will be increased by zero (0) days. Therefore, the Contract Sum for the project will become \$3,613,944.50: \$1,960,672.25 for CDBG, PA, and Insurance, and \$1,653,272.25 for HMGP) and the date of Substantial Completion will remain November 21, 2010.

Enclosed you will find 4 copies of the above mentioned Change Order. If approved by the Board of Aldermen, please sign all 4 documents 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 this change order, please do not hesitate to contact me.

Sincerely,



Glenn Currie, AIA, Principal

cc: Chief George Bass / Assistant Chief Mike Brown – Long Beach Fire Dept.
Larry Williamson / Buddy Poupart / Aaron Russell – ReflecTech, Inc.
Ann Frazier – Jimmy G. Gouras Urban Planning Consultants
Ron Robertson – Broaddus and Associates
Liston Conrad – HORNE LLP
Ryan Florreich / Carl Bradley – JBHM
JBHM #07153.00.07

Minutes of June 7, 2011
Mayor and Board of Aldermen

 **AIA** Document G701™ – 2001

Change Order

PROJECT (Name and address): City of Long Beach Fire Station No. 2 120 East Second Street Long Beach, Mississippi 39560	CHANGE ORDER NUMBER: 007 DATE: June 3, 2011	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input checked="" type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): ReflecTech, Inc. 100 Street A, Suite A Pacayune, Mississippi 39466	ARCHITECT'S PROJECT NUMBER: 07153 CONTRACT DATE: August 31, 2009 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Furnish and Install a back-to-back vertical mullion with internal reinforcement at (3) Window Type B units. Refer to the attached PCO-12 for additional detail.
- Furnish and Install the roof-related modifications as listed below. The following documents shall be added to the contract: Sheet A203, Revision 11 dated 08/26/10 (original size 24"x36"), Sheet A203A, Revision 11 dated 08/26/10 (original size 24"x36"), Sheet A203B, Revision 11 dated 08/26/10 (original size 24"x36"), Sheet A203C, Revision 11 dated 08/26/10 (original size 24"x36"), SD-43 dated 07/29/10 (original size 8-1/2"x11"), SD-44 dated 07/29/10 (original size 8-1/2"x11"), Spec. Section 03521A Lightweight Insulating Concrete Roof Deck (Elastizell), dated 08/20/2010, Spec. Section 03521B Lightweight Insulating Concrete Roof Deck (Celcore), dated 08/26/2010, and Spec. Section 07541 Feltback-Adhered Thermoplastic Membrane Roofing (Sarnafil), dated 08/26/2010.
- A. Delete the following items:
 - Delete 5 cast iron boots.
 - Delete 5 full-height downspouts (6").
 - Delete 5 partial-height downspouts (4").
 - Delete 4 thru-wall scuppers.
 - Delete all gutters.
 - Delete 2 roof drains (RD-1) and related piping.
 - Delete all cold formed steel roof trusses and related roof decking above the primary Living Quarters. Delete Spec. Section 05450 from the project.
 - Delete all Standing Seam Metal Roofing above the primary Living Quarters. Note that all canopy roofing shall remain in the project.
- B. Substitute the following items:
 - Delete the Modified Bitumen roof assembly. Delete Spec. Section 07515 from the project.
 - Substitute a Feltback-Adhered Thermoplastic Membrane Roofing system where Modified Bitumen roofing is noted. Thermoplastic Membrane Roofing shall be fully adhered to a Lightweight Insulating Concrete Roof Deck. Add Spec. Sections 03521A, 03521B, and 07541 to the project.
 - Substitute an Adhered Thermoplastic Membrane Flashing system where EPDM flashing is noted.
- C. Add the following items:
 - Add 2 primary roof drains and 2 emergency roof drains, and all related piping, as indicated in SD-44.
 - Add 2 emergency roof drain lamb's tongue outlets, as indicated in SD-43.
 - Furnish and Install a modified dryer vent and lint trap assembly, per SD-47. Furnish and Install a 12"x12" FEMA 361 wall grille, louver, and damper, per SD-47. Damper shall be motorized and controlled to match the typical FEMA 361 louvers, as required by Note No. 71 of Addendum No. 1. Note that pricing for the 18"x18" ceiling access door has been requested separately, via Proposal Request No. 011. Supplemental Drawings SD-47 referenced herein shall become a part of the contract. Refer to the attached PCO-16 for additional detail.
 - Perform additional dewatering to install the underground tanks. Refer to the attached PCO-19 for additional detail.
 - Furnish and Install a galvanized steel grating walkway in the Exterior Mechanical Yard. Refer to the attached PCO-22 for additional detail.
 - Furnish and Install stainless steel roof flashing at cast stone copings, as detailed in the revised roof plan and details. Refer to the attached PCO-23 for additional detail.
 - Perform Window and Door Testing and Quality Assurance Services (chamber testing and spray testing per AAMA 502-02 and ASTM E1105-00 standards). Refer to the attached PCO-24 for additional detail.
 - Relocate existing overhead utilities at the north end of the project site. Refer to the attached PCO-25 for additional detail.
 - Furnish and install additional PVC fascia trim at the canopies. Refer to the attached PCO-27 for additional detail.

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**Minutes of June 7, 2011
Mayor and Board of Aldermen**

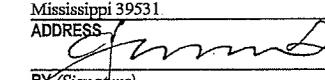
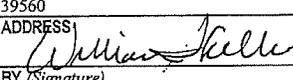
- Modify the finish grades of selected drainage structures. Refer to the attached PCO-28 for additional detail.

The original Contract Sum was	\$ 3,424,009.00
The net change by previously authorized Change Orders	\$ 160,310.92
The Contract Sum prior to this Change Order was	\$ 3,584,319.92
The Contract Sum will be increased by this Change Order in the amount of	\$ 29,624.58
The new Contract Sum including this Change Order will be	\$ 3,613,944.50

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is November 21, 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.

<u>JBHM Architects, P.A.</u> ARCHITECT (Firm name) 2548 Beach Blvd., Suite 100, Biloxi, Mississippi 39531 ADDRESS  BY (Signature) David Glenn Currie, AIA (Typed name) DATE 6-3-11	<u>ReflecTech, Inc.</u> CONTRACTOR (Firm name) 100 Street A, Suite A, Pacayune, Mississippi 39466 ADDRESS Janis Williamson BY (Signature) Janis Williamson (Typed name) DATE	<u>City of Long Beach</u> OWNER (Firm name) 201 Jeff Davis Avenue, Mississippi 39560 ADDRESS  BY (Signature) William Skellie, Jr. (Typed name) DATE 6-7-11
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Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve AMEC Task Order Amendment 11, Senior Center Wind Retrofit FEMA Project, as follows:

Minutes of June 7, 2011
Mayor and Board of Aldermen



May 26, 2011

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

Re: City of Long Beach
Senior Center Wind Retrofit
FEMA Project Number: DR-1604-MS-0376

Mayor Skellie:

Attached please find Task Order Amendment number 11 from AMEC regarding the installation of hurricane shutters on the City of Long Beach new Senior Center. In this task order amendment AMEC is asking the City to extend our period of performance for project management services until July 27, 2012, as in accordance with the grant period of performance date established by FEMA.

All task order cost and the scope of work remain unchanged. AMEC is not requesting any additional monies, only an extension of time to manage the project through completion and reimbursement. If you have any questions, please contact me at 228-327-5166.

Sincerely,
Patrick Moore
Project Manager
AMEC

Minutes of June 7, 2011
Mayor and Board of Aldermen

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

Task Order No.11b
(Amendment to Task Order No. 11)

Project Management of Hazard Mitigation Grant Program (HMGP) Project Grant for the
Long Beach Senior Recreation Center Window and Door Protection

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

****The purpose of this Task Order Amendment is to change the date of performance for June 1, 2011 to July 27, 2012. This change is reflected in the Task Order summary below and in the detailed scope of services in attachment 1. All cost and other scope items remain unchanged.

1. Project Name: Project Management of Hazard Mitigation Program Project Grant for the Long Beach Senior Recreation Center Window and Door Protection.
2. Scope of Work: The Contractor shall perform services as described in Attachment 1.
3. Schedule: The Contractor shall complete all work by July, 27 2012, in accordance with the schedule described in Attachment 1.
4. Compensation: AMEC's total payment authorized under this Task Order is based on Fixed Fee cost of: \$9,703.
5. Payment Schedule: Payment will be made within 30 days of receipt of AMEC's invoice.
6. Invoices: For this Task Order there will be monthly invoices.

ISSUED & AUTHORIZED BY:
CITY OF LONG BEACH, MISSISSIPPI

ACCEPTED & AGREED TO BY:
AMEC EARTH & ENVIRONMENTAL

By: William Skelley
Name: WILLIAM SKELEY, JR
Title: MAYOR
Date: 6/7/11

By: _____
Name: _____
Title: _____
Date: _____

Minutes of June 7, 2011
Mayor and Board of Aldermen

Attachment 1

Task Order No. 11b

Objective

The objective of this Task Order is to assist the City of Long Beach with the project management of the Hazard Mitigation Grant Program (HMGP) project grant 1604-1102 for the Long Beach Senior Recreation Center Window and Door Protection.

Scope

AMEC shall perform project management requirements of the HMPG project grant which include the costs for construction site visits, coordination meeting between the City, the design professional and the construction contractor. The project manager will also maintain of all project records and files, furnish city clerk with documentation necessary to request reimbursement, prepare quarterly reports, and complete project closeout and audit preparation. Additionally, the project manager will furnish regular monthly written project progress reports to the sub-grantee and coordinate and accompany FEMA/MBMA personnel on their inspections of the project.

The City of Long Beach is responsible for performing and maintaining all project accounting documents. Other tasks to be provided by the City to support the application effort include those detailed below in the cost estimate section of this Task Order.

Schedule

All project management will be completed during the approved period of performance ending July, 27 2012.

Cost

The cost of project specific management activities is detailed in the project grant application.

Task Order No. 11b	
PM Costs:	\$ 9,703
TOTAL TASK ORDER FEE	\$ 9,703

Items not included under this Task Order:

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

- Legal Services
- Accounting Services
- Cost Estimates
- Construction
- Engineering and Surveying
- Inspections that are the responsibility of the local Building Official

After considerable discussion and debate, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to schedule public hearing number three, Thursday, June 30, 2011, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to review and consider the Comprehensive Plan, Zoning Map Change and the Comprehensive Text Change to Adopt SmartCode.

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Mayor and Board of Aldermen

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Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to approve the Senior Service America, Inc./Service Employment Program agreement by and between the City of Long Beach, Mississippi and Southern Mississippi Planning and Development District, as follows:



SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

CITY OF LONG BEACH, MISSISSIPPI
hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development District ("The District")
hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide adequate orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant at any time that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

The Host Agency agrees that no other national Title V project sponsor will be provided a community service assignment while this Agreement is in effect.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide properly prepared time sheets, periodic performance evaluations, and other required documents. In addition, the Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

**Minutes of June 7, 2011
Mayor and Board of Aldermen**

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The host agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

Minutes of June 7, 2011
Mayor and Board of Aldermen

This Agreement is in effect from July 1, 2011 – June 30, 2012 for all programs.

Signed — Host Agency

Host Agency: CITY OF LONG BEACH, MS
Representative Name/Signature: William Skelley WILLIAM SKELEY, JR Mayor
Host Agency Title: MAYOR
Host Agency Supervisor: CHARLENE STOGNER
Address: 201 JEFF DAVIS AVE, PO BOX 929, LONG BEACH, MS 39568
Phone: 228-863-1556 Fax: 228-865-0822
Email: charlene@cityoflongbeach.ms.com Date: 6/7/11

Signed — SCSEP SPONSOR

SCSEP Sponsor: Southern Mississippi Planning and Development District ("The District")
Representative Name/Signature: _____
Janice Hale
Title: Project Director
Address 9729 Highway 49, Gulfport, MS 39503
Telephone: (228) 868-2311 Fax: (228) (868-2550)
Email: jhale@smpdd.com Date: _____

Definition of Host Agency Status

(Check one)

This host agency is a government agency. FEIN: 64-6000637 (Required by USDOL).

This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN: _____ (Required by USDOL)

_____ 501(c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.

Minutes of June 7, 2011
Mayor and Board of Aldermen

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

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Mayor and Board of Aldermen

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STATE OF MISSISSIPPI
HALEY REEVES BARBOUR, GOVERNOR
DEPARTMENT OF HUMAN SERVICES
DONALD R. TAYLOR
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service-Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

CITY OF LONG BEACH, MISSISSIPPI

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning & Development District

Sponsor agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goal, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new position are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of hose agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect, and

Page 1 of 4

**Minutes of June 7, 2011
Mayor and Board of Aldermen**

- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

Minutes of June 7, 2011
Mayor and Board of Aldermen

This Agreement is in effect from July 1, 2011 to June 30, 2012.

SIGNED - HOST AGENCY

Name of Agency: CITY OF LONG BEACH, MS
Address: 201 Jeff. DAVIS Ave LONG BEACH, MS 39560
Please submit physical address to include street, city/town & ZIP
Mailing Address if different from above: PO Box 929 LONG BEACH, MS 39560
Include street and/or P.O.-Box, city/town & ZIP
Telephone Number 228-863-1536 Including area code FAX Number: 228-863-1536
^{865 0822}
Federal Employer Identification Number: 64-6000637
Supervisor Name: CHARLENE STOLNER Title: ADMIN ASST.
Signature: _____ Date: 6/7/11
Supervisor's Email address (if applicable): charlene@cityoflongbeachms.com

SIGNED - SENIOR AIDE PROJECT

Project Sponsor: South Mississippi Planning and Development District, Inc.
Name & Title: Jan Hale, Project Director Phone: 228 868-2311 Fax: 228 868-2550
Signature: _____ Date: _____

DEFINITION OF HOST AGENCY STATUS

- This host agency is a government agency. FEIN 64-6000637 (Required by USDOL).
- or
- _____ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
- _____ 501(c)(3) documentation is attached.
- _____ 501(c)(3) documentation is already on file with the sponsor.

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Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.
However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

There came on for consideration derelict properties, as follows:

- Discussion was held regarding the Chuck Ryan property, Pineville Road, and it was noted for the record that he applied for construction permits, however, there are several matters from the City Engineer that need to be addressed prior to issuance. The matter was taken under advisement until the next regular meeting, June 21, 2011.

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- There on for consideration the matter of assessing cleaning costs, David and Lisa Waits, 18441 28th Street, Long Beach, Mississippi, and official action was taken, as follows:

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 18441 28th Street, Long Beach, Mississippi. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 18441 28TH STREET, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 18441 28th Street, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of March 15, 2011, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held May 3, 2011, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on May 3, 2011, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

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3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 18441 28th Street, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611B-02-015.000, and according to said tax records is owned by Lisa and David Waits, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code

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Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

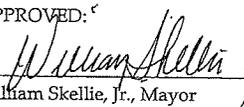
3. The line assessed and imposed hereby is in the amount of \$7,719.90, being the cost of such clean up in accordance with the attached Exhibit A, which sum includes a penalty of \$2,572.30 being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean up as indicated on the attached Exhibit B, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

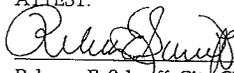
Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 7th day of June, 2011.

APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schuff, City Clerk

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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

EMAILED *HARCO TX Col*
Date: 6/8/11 - *Posted Board*
Bulletin Board
Property

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff
CITY ATTORNEY
James C. Simpson, Jr.

MAILED
Date: 6/9/11

91 7108 2133 3938 9856 3850

TO: Harrison County Tax Collector

FROM: City Clerk's Office

RE: Cleaning Property in the amount of \$ 5,144.60

Penalties 2,572.30

Advertisement of Property in Paper -

Title Search -

Total Assessment \$ 7,716.90

OWNER: David and Lisa Waits

ADDRESS: 18441 - 28TH STREET

LONG BEACH, MS 39560

PHYSICAL: SAME

LEGAL DESCRIPTION: 0611B-02-015.000
E 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF NW 1/4 SEC 1-8-12

CONTRACTOR: CITY OF LONG BEACH, MS THROUGH UTILITY PARTNERS LLC

I, Rebecca E. Schruoff, City Clerk, do hereby certify this to be a true & correct copy of special assessment cover sheet.

Rebecca E. Schruoff 6/7/11

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

➤ Upon further discussion of derelict properties, Alderman Couvillon made motion seconded by Alderman Anderson and unanimously carried directing the City Attorney to proceed with litigation to compel Ronald Jefferson to clean his properties on Beatline Road and North Ocean Wave.

Alderman Parker made motion seconded by Alderman Couvillon and unanimously carried to approve appointments to the Planning Commission, as follows:

➤ Alderman Ponthieux appointed Jim Heinzl, Ward 1;

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- Mayor Skellie appointed Frank Olaiver and Tony Van Court, at-large;
- Alderman Hammons appointed George Casey, Ward 4.

Other appointments to the Planning Commission were taken under advisement until the next regular meeting, June 21, 2011.

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to appoint Iantha Hines to the Long Beach Library Board, July, 2011-July, 2016, to fill the expiring term of Pete Psikogios.

Agenda items, boil water notices and code compliance – retroactive requirements, were taken under advisement until the next regular meeting, June 21, 2011.

There came on for consideration disposal of the municipal court clerk's trailer utilized as a temporary office after Hurricane Katrina and official action was taken as follows:

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The Mayor and Board of Aldermen took up the matter of declaring certain personal property of the municipality as surplus and finding further that the sale of same in accordance with Miss. Code Annotated Section 21-17-1 is appropriate, and finding same to be in the best interest of the city, and authorizing such actions. After a discussion of the subject, Alderman Ponthieux offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PERSONAL PROPERTY KNOWN AS THE FORMER MUNICIPAL COURT CLERKS TRAILER, BEING MORE PARTICULARLY IDENTIFIED AS AND LOCATED AT 645 KLONDYKE ROAD, LONG BEACH, MISSISSIPPI, TO BE SURPLUS, NO LONGER NEEDED FOR ANY PUBLIC PURPOSE, THAT THE SALE OF SAME IN ACCORDANCE WITH AND IN THE MANNER PROVIDED BY LAW IS NECESSARY AND DESIRABLE FOR THE FINANCIAL WELFARE OF THE MUNICIPALITY, FINDING THE PRICE TO BE PAID THEREFORE TO BE THE FAIR MARKET VALUE OF SAME, AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE ANY SUCH DOCUMENTS AS ARE NECESSARY AND PROPER TO COMPLETE SUCH SALE, AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That, the City has made due investigation into the current and future needs and uses of certain personal property owned by the city more particularly identified as the former municipal court clerks trailer located, being more particularly identified as Modular Building Institute 098319, and located at 645 Klondyke Road, Long Beach, Mississippi; and
2. That, the City has made the determination that (a) such personal property is no longer in use by the municipality; (b) is surplus and of no useful purpose to the city; (c) that same currently is located upon real property owned by and which will continue in the possession of the city; (d) that ultimately, same may fall into disrepair and become a liability to the city and costly to remove and/or dispose of for the city; and
3. That The University of Southern Mississippi, at its Gulf Park Campus has offered the sum of \$3,000.00 (Three Thousand Dollars) for the purchase of said personal property, and agreed to assume all responsibility and liability for the relocation and movement of same from municipal property to property owned and maintained by the University, and after careful consideration and due investigation, the Board finds that such amount is equal to the fair market value of said real property, taking into account the costs of relocation and movement of same, and considering the potential risks of continued

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possession of same by the municipality of such property until it deteriorates into a state of such disrepair as to become a liability to the municipality requiring payment by the municipality for removal and disposal; and

4. That, having made such determinations, the City declares and determines that (a) the personal property described above is surplus, and no longer needed or useful for municipal or related purposes and is not to be used in the operation of the City, and (b) that the sale and/or disposal of in the manner provided by law is necessary and desirable for the financial welfare of the municipality, 8) that the sale of such personal property at its current fair market value will be in the best interests of the City of Long Beach and the civic, social, educational, cultural, moral, economic and/or industrial welfare thereof; (d), that the amount of \$3,000.00 (Three Thousand Dollars) offered by The University of Southern Mississippi, Gulf Park Campus represents the true and actual fair market value of the subject personal property and such amount should be accepted in return therefore ;

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

1. RESOLVED, that the personal property known as the former municipal court clerks trailer, being more particularly identified as Modular Building Institute 098319, and located at 645 Klondyke Road is hereby found, declared and adjudicated to be (a) municipally owned personal property that is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality, (b) that the sale of such personal property in the manner provided by law is necessary and desirable for the financial welfare of the municipality, and 8) that the sale of such personal property at its current fair market value will be in the best interests of the City of Long and the civic, social, educational, cultural, moral, economic and/or industrial welfare thereof; and (d), that the amount of \$3,000.00 (Three Thousand Dollars), offered by The University of Southern Mississippi, Gulf Park Campus represents the true and actual fair market value of the subject personal property and such amount should be accepted in return therefore.

2. RESOLVED AND ORDERED FURTHER, that the Mayor and City Clerk shall be hereby authorized and directed to proceed with the sale and or demolition of such property in accordance with law.

Alderman Parker seconded the motion to adopt the foregoing resolution and order,

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and 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 J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

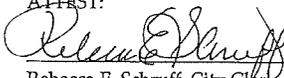
The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 7th day of June, 2011.

APPROVED:



William Skellie, Jr.,
Mayor

ATTEST:



Rebecca E. Schuff, City Clerk

The Mayor recognized the City Attorney for his report and discussion was held to preliminarily determine whether or not to declare an executive session regarding a litigation matter.

After a brief discussion, Alderman Parker made motion seconded by Alderman Ponthieux to meet in executive session for the transaction of public business, to-wit: to discuss with and the seek the legal advice and counsel of the City Attorney regarding litigation.

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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	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

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 official action was required or taken at this time.

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

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

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APPROVED:

Alderman 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. Schruff, City Clerk