Minutes of July 20, 2010
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach School District Central Office, 19148 Commission Road, in said City, it being the third Tuesday in August, 2010, 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: Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Carolyn J. Anderson, and City Clerk Rebecca E. Schruff.

Absent the meeting were Mayor William Skellie, Jr., Alderman Mark E. Lishen and City Attorney James C. Simpson, Jr.

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

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The meeting was called to order and Alderman-at-Large Carrubba chaired the meeting in the absence of the Mayor, serving in his capacity as Mayor Pro-Tempore.

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Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to authorize Advertisement for Bids, "PEDESTRIAN/BICYCLE TRAIL SURFACE TRANSPORTATION PROGRAM", said bids to be received and opened August 30, 2010, at 10:00 a.m.

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There were no announcements, presentations or proclamations.

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There were no amendments to the Municipal Docket.

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There were no public comments regarding items appearing on the Municipal Docket.

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Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated July 6, 2010, as submitted.

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Alderman Hammons made motion seconded by Alderman Anderson to approve the July 8, 2010, Planning Commission minutes, as submitted, subject to any appeals properly filed.

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

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

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

* *

There came on for consideration the regular meeting and executive session minutes of the Port Commission dated July 15, 2010; Alderman Anderson made motion seconded by Alderman Hammons to approve said minutes.

Discussion was held regarding the sub-lease agreement by and between Blue Ridge Properties, LLC and BP American Production Company, relating to items left blank in the lease and the terms for terminating the sub-lease.

* *

After considerable discussion, Alderman Parker made motion seconded by Alderman Couvillon to approve the aforesaid Port Commission minutes with exception to the sub-lease agreement by and between Blue Ridge Properties, LLC and BP American Production Company, remanding the lease back to the Port Commission with instruction for further review and clarification.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Nay
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn Anderson	voted	Nay
Alderman Leonard G. Carrubba, Sr.	voted	Present, Not Voting

Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Nay

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

* *

Upon discussion of the original motion to approve said Port Commission minutes, Alderman Anderson withdrew the motion and Alderman Hammons withdrew the second.

* *

Upon further discussion, Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to take the regular meeting and executive session minutes of the Port Commission dated July 15, 2010, under advisement for further consideration upon the arrival of the City Attorney to answer questions and offer legal advice and counsel regarding the sub-lease.

* *

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims number 072010.

* *

Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve the proposal for administrative services for the Mississippi British Petroleum Deepwater Horizon Response submitted by David Nichols, Nichols Planning & Consulting, LLC, placing a $15,000.00 cap, as follows:

2010

PROPOSAL FOR ADMINISTRATIVE SERVICES FOR THE MISSISSIPPI BRITISH PETROLEUM DEEPWATER HORIZON RESPONSE

David Nichols
Nichols Planning & Consulting, LLC
357 Lakeview Blvd.
Biloxi, MS 39531
(228) 669-1261
Niccons@bellsouth.net

SCOPE OF WORK

- Administer grant applications as directed and consistent with the Deepwater Horizon block grant program guidelines.
- Coordinate and facilitate efforts of responsible parties.
- Provide administrative and operational support for cost reimbursement to the City through the claims process.
- Other duties as may be assigned.

EXPERIENCE IN PROPOSED SERVICE FIELD

Nichols Planning and Consulting, LLC. is a full service-consulting firm owned and operated by David Nichols. David has worked for over 17 years within local governments and has vast experience administering and working with federal programs. Nichols Planning and Consulting has been directly responsible for writing, reviewing and facilitating a wide variety of federal grants, ranging from the FEMA Hazard Mitigation Program, to the Urban Renewal Program, and in particular, the Community Development Block (CDBG) Grant Program.

In addition to David Nichols' experience as the Director of Community Development with the City of Biloxi, more recently, Nichols Planning and Consulting has successfully reviewed, modified and completed the Consolidated Plan and Action Plan for the City of Hattiesburg and the City of Moss Point. HUD approved both plans. Nichols Planning and Consulting has also assisted the City of Gulfport and the City of Biloxi with long term work-force housing grant applications, all of which were successfully funded. Additionally, the firm has provided homebuyer technical assistance to the City of Gulfport HOMELINE program and assisted in the implementation of the REACH and MYHOME/MYCOAST homebuyer assistance program for the Gulf Coast Renaissance Corporation.

In addition to extensive knowledge and experience with the Community Development Block Grant Program, Nichols Planning and Consulting has worked with and successfully completed projects for the following:

City of Gulfport: Provided technical assistance to the City of Gulfport HOMELINE program.

Gulf Coast Renaissance Corporation: Provide technical assistance for the Community Development Block Grant. Reviewed loan package for approval and prepared income calculation. Also provides assistance in environmental review.

City of Biloxi: Preparing the five year consolidated plan and one year action plan for the Community Development Block Grant.

City of Pascagoula: Provides technical assistance to the Community Development Block Grant program. Prepared the one-year action plan and a 2008-year substantial amendment.

Renaissance Corporation: Assisted with contract negotiations and implementation of Katrina Community Development Block Grant Program.

Gulf Coast Community Foundation: Assisted with contract negotiations and implementation of Katrina Community Development Block Grant Program.

City of McComb: Preparing amendments to zoning text and map change to the City of McComb Zoning Ordinance.

Developers Diversified Realty: Prepared zoning text and map change to the City of Gulfport Zoning ordinance.

City of Gulfport: Prepared amendments to zoning ordinance and permitted uses table.

City of Biloxi: Prepared LTWFH round two grant application.

City of Gulfport: Prepared LTWFH grant application for round one.

City of Moss Point: Prepared the five-year HUD Consolidated Plan for the City.

City of Pascagoula: Prepared Urban Renewal Plan for downtown revitalization.

City of Hattiesburg: Prepared the five-year HUD Consolidate Plan for the City.

City of Magnolia: Consultant to the City in the matter of the expansion of the boundaries of the City.

Mississippi Development Authority: Prepared financial analysis for selected coast governments.

Harrison County: Prepared Mississippi Tideland Grant Applications and submitted for funding.

Harrison County-Prepared Zoning Application for change in use for County Library.

Mississippi Gaming Partners: Prepared financial impact statement and report for proposed casino location.

City of Biloxi: Preparing the Hazardous Mitigation Plan for the City of Biloxi. The plan is a requirement for the Community Rating System and the National Flood Insurance Program.

City of D'Iberville: Working with City of D'Iberville to determine eligible projects for funding through the Expanded Mitigation Strategies Grant. Preparing and submitting grant applications to FEMA.

QUALIFICATIONS

Outlined below is a list of personnel who will be involved with the professional administrative consulting services in connection with administrative services for Harrison County.

David Nichols

David Nichols is a private consultant who has served over 17 years in local government. He has broad ranging experience in State and Federal Programs, and in particular, the Community Development Block Grant Program.

- Masters Degree in Public Administration from the University of Mississippi.
- Private Consultant for (6) six years for local governments.
- Director of Community Development for the City of Biloxi for two (2) years.
- Chief Administrative Officer for the City of Biloxi for seven (7) years.
- Chief Administrative Officer for the City of Gulfport for one (1) year.
- Worked two (2) years as State and Federal Programs Coordinator for the Jones County Board of Supervisors.
- Worked one (1) year as a planner for North Delta Planning and Development District.
- Prepared the 2007 City of Hattiesburg Consolidated Plan and Action Plan.
- Prepared the 2008 City of Moss Point Consolidated Plan and Action Plan.
- Assisted City of Biloxi with CDBG Grant project applications.
- Assisted the City of Gulfport with CDBG project applications.
- Attended numerous HUD housing workshops.

Kelly Lanier Jakubik

Kelly Lanier Jakubik has been an Associate with Nichols Planning and Consulting for over two years, and has a wide range of experience working within the local, county and federal government. She has assisted with the writing, planning and execution of numerous federal grants, and in particular, the Community Development Block Grant Program.

- Master of Arts in Communication Studies with emphasis in political communication from the University of Alabama.
- Private Consultant for over two (2) years.
- Public Information Officer for the City of Gulfport, one (1) year.
- Public Information Officer for American Medical Response/Harrison County Emergency Management, one (1) year.
- Senator Trent Lott's Leadership PAC, Washington, DC, (2) years.
- Prepared the 2007 City of Biloxi Hazard Mitigation/Floodplain Management Plan.
- Prepared the 2007 City of Hattiesburg Consolidated Plan and Action Plan.
- Prepared the 2008 City of Moss Point Consolidated Plan and Action Plan.
- Assisted City of Biloxi with CDBG Grant project applications.

- Assisted the City of Gulfport with CDBG project applications.
- Attended numerous HUD housing workshops.

Kevin Robbins

Kevin Robbins has been associated with Nichols Planning and Consulting for over one year. Kevin assisted in the preparation of the Pascagoula Urban Renewal Plan. Kevin has been recently worked on gathering income information from applicants with the HOMELINE program and preparing income calculations for eligibility. Kevin also has assisted in loan closing with the HOMELINE program. Kevin is a reviewing loan packages and performing income calculations for the REACH and MYHOME/MYCOAST program. Before Kevin began work with Nichols Planning and Consulting, he held a series 6 and 63 Security Licenses and was a licensed mortgage agent.

- Attending Belhaven College-senior Business Administration Major.
- Assisted in the preparation of the City of Pascagoula's Urban Renewal Plan.
- Assisted the City of Gulfport with income calculation and verification for the HOMELINE program. Attended and prepared documents for the closing for the HOMELINE program.
- Assisted Gulf Coast Renaissance Corporation in the review of loan packets and prepared income eligibility calculations for the REACH and MYHOME/MYCOAST programs.

COST

In consideration of satisfactory performance the City of Long Beach will compensate the Consultant in the following manner:

A. It is expressly understood and agreed that the Consultant will be compensated at $110.00 per hour for work performed. Associates will be billed at a rate of $90.00 for work performed.

B. Expenses to be charged to the project will include items as meals, telephone and fax and shall be charged at actual cost. Copies will be charged at a rate of .25 cents and mileage shall be charged at the amount allowed by federal law.

The City of Long Beach hereby accepts said proposal related to the Mississippi British Petroleum Response attached from Nichols Planning and Consulting this the 20th day of July 2010.

Billy Skellie
Mayor

David Nichols, President
Nichols Planning and Consulting

* *

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve the letter donating the old Senior Citizens trailer to Harrison County, authorizing the Mayor to execute same, as follows:

City of Long Beach

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

WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

July 15, 2010

Harrison County Board of Supervisors
Attn: Connie Rockco, President
Harrison County Courthouse
1801 23rd Avenue
Gulfport, Mississippi 39502

RE: Donation of Trailer, SN#

Dear Supervisor Rockco and Board Members:

This letter is in reference to a donation the City of Long Beach desires to make to Harrison County, as allowed by our local agreement between city and county.

The City of Long Beach holds ownership of a trailer, Manufacturer # NTA647059, FEMA ID# 2000448, FEMA Barcode # 2000449, which was formerly used to house the Senior Citizen Program. The trailer is no longer being utilized by the City; therefore we wish to donate the trailer and transfer ownership to Harrison County.

Should you have any questions concerning the above information, please do not hesitate to contact me.

Sincerely,

William Skellie, Jr.
Mayor, City of Long Beach

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

* *

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to discontinue the Proclamation of Civil Emergency, Hurricane Gustav.

* *

Minutes of July 20, 2010
Mayor and Board of Aldermen

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

* *

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
Mayor and Board of Aldermen, Long Beach, Mississippi

WHEREAS, the Mayor and Board of Aldermen, Long Beach, Mississippi, do hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City, caused by the BP Deepwater Horizon oil spill in the Gulf of Mexico commencing on or about 10:00 p.m. on the 20th day of April, 2010; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exist throughout said Long Beach, Mississippi; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the Mayor and Board of Aldermen of the City of Long Beach, County of Harrison, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all Long Beach agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City of Long Beach/Harrison County Emergency Operations Plan.

Alderman Ponthieux moved the adoption of the above and foregoing proclamation, seconded by Alderman Anderson and, the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Parker	voted	Aye
Alderman Ponthieux	voted	Aye
Alderman Couvillon	voted	Aye
Alderman Anderson	voted	Aye
Alderman Carrubba	voted	Present, Not Voting
Alderman Lishen	voted	Absent, Not Voting
Alderman Hammons	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the Proclamation of Existence of a Local Emergency adopted this the 20th day of July, 2010

APPROVED:

William Skellie, Jr., Mayor

ATTEST:

Rebecca E. Schruff, City Clerk

* *

Discussion followed regarding the British Petroleum Deepwater Horizon oil spill grant pertaining to revenues and expenditures and various emergency measures that have been taken.

After considerable discussion, it was the consensus of the Board of Aldermen to include a line item on the Municipal Docket for questions and discussion regarding the oil spill.

* *

The Mayor recognized Consultant Demery G. Grubbs and Attorney Randal B. Wall, Watkins Ludlam Winter & Stennis, P.A. regarding the General Obligation Refunding Bonds, Series 2010, and action was taken, as follows:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, OF THE CITY OF LONG BEACH, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF NINE HUNDRED TWENTY-ONE THOUSAND DOLLARS ($921,000) TO RAISE MONEY FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE MUNICIPALITY'S PROMISSORY NOTE, SERIES 2007 (HURRICANE KATRINA RELIEF REFUNDING PROGRAM), AND PAYING THE RELATED COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID REFUNDING BONDS AND OF THE REDEMPTION OF SAID NOTE; PRESCRIBING THE FORM AND INCIDENTS OF SAID REFUNDING BONDS; PROVIDING FOR THE LEVY OF A SUFFICIENT AMOUNT OF TAXES FOR THE PAYMENT OF SAID REFUNDING BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID REFUNDING BONDS; APPROVING PROPOSAL OF AND DIRECTING SALE AND AWARD TO HANCOCK BANK, GULFPORT, MISSISSIPPI; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi (the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates and declares as follows:

1. Definitions. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 31-15-1 through 31-15-19, Mississippi Code of 1972, as amended.

"Bank" shall mean Hancock Bank, Gulfport, Mississippi, the purchaser of the Series 2010 Bonds.

"Board" shall mean the Mayor and Board of Aldermen of the Municipality.

"Bond Counsel" shall mean Watkins Ludlam Winter & Stennis, P.A., or any other nationally recognized attorneys on the subject of municipal bonds.

"Bond Fund" shall mean the Bond Fund of the Municipality provided for in Section 13 hereof.

"Bond Resolution" shall mean this resolution as the same from time to time may be amended.

"Bondholder" or "Holder" shall mean the Registered Owner of any Series 2010 Bonds issued pursuant to this Bond Resolution.

"Business Day" shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

"Clerk" shall mean the City Clerk of the Municipality.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Costs of Issuance Fund" shall mean the Costs of Issuance Fund provided for in Section 15(c) hereof.

"Event of Default" shall mean an event of default as described in Section 16 of this Bond Resolution.

"Fiscal Year" shall mean the period beginning on October 1 of one year and ending on September 30 of the following year.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean the City of Long Beach, Mississippi.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Municipality to make payments of the principal of and interest on the Series 2010 Bonds and to serve as registrar and transfer agent for the registration of owners of the Series 2010 Bonds, and for the performance of other duties as may be herein or hereafter specified by the Municipality.

"Payment Dates" shall mean February 1, 2011, and semiannually thereafter on February 1 and August 1 of each year through final maturity.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean such capital project or projects of the Municipality (including without limitation the construction of public works and infrastructure and acquisition of equipment and rolling stock), all or a portion of the costs of which were financed or refinanced by the Municipality with the proceeds of the Series 2007 Promissory Note or of the Series 2005 Promissory Note.

"Record Date" shall mean, as to interest payments on any Series 2010 Bonds, the 15th day of the month preceding the dates set for payment of interest on such Series 2010 Bonds and, as to payments of principal on any Series 2010 Bonds, the 15th day of the month preceding the maturity or redemption date applicable to such Series 2010 Bonds.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refunded Bonds" shall mean the Series 2007 Promissory Note.

"Refunding" shall mean providing for the payment of the principal amount, redemption premiums (if any), and interest accrued or to accrue to the date of redemption of the Series 2007 Promissory Note, and expenses relating thereto and to the issuance of the Series 2010 Bonds.

"Refunding Fund" shall mean the Refunding Fund provided for in Section 15(b) hereof.

"Registered Owner" shall mean the Person whose name shall appear in the registration books of the Municipality maintained by the Paying Agent with respect to any of the Series 2010 Bonds.

"Series 2005 Loan Agreement" shall mean the Loan Agreement between the Municipality and the Mississippi Development Bank dated as of October 14, 2005, with regard to a $645,000 Promissory Note (Hurricane Katrina Relief Program), Series 2005A, and the Loan Agreement between the Municipality and the Mississippi Development Bank dated October 25, 2005, with regard to a $355,000 Promissory Note (Hurricane Katrina Relief Program), Series 2005B.

"Series 2005 Promissory Note" shall mean the $645,000 Promissory Note (Hurricane Katrina Relief Program), Series 2005A and the $355,000 Promissory Note (Hurricane Relief Program), Series 2005B of the Municipality issued pursuant to the Series 2005 Loan Agreement.

"Series 2007 Promissory Note" shall mean the Promissory Note, Series 2007 (Hurricane Katrina Relief Refunding Program), of the Municipality dated August 16, 2007, in the original principal amount of $971,814.42, issued pursuant to a Loan Agreement dated as of August 1, 2007, between the Municipality and the Mississippi Development Bank.

"Series 2010 Bonds" shall mean the $921,000 principal amount General Obligation Refunding Bonds, Series 2010, of the Municipality authorized and directed to be issued in this Bond Resolution for the Refunding.

"Subsection 148(f)" shall mean Subsection 148(f) of the Code.

"Subsection 148(f) Regulations" shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

(b) Number and Gender: Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms. Captions in this Bond Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Bond Resolution.

2. The Municipality is authorized under the provisions of the Act to issue its Series 2010 Bonds for the Refunding. It is advisable and in the public interest to issue the Series 2010 Bonds for the purposes stated herein.

3. The estimated cost of the Series 2010 Refunding is not in excess of Nine Hundred Twenty-one Thousand Dollars ($921,000), which does not exceed the portion of the proceeds of

the Series 2010 Bonds to be used for the Refunding, plus other moneys of the Municipality to be used for the Refunding.

4. The Municipality is authorized pursuant to the Act to issue the Series 2010 Bonds for the Refunding, the Refunding being in the public interest and being in the best interest of the Municipality. The issuance of the Series 2010 Bonds is necessary and appropriate since the funds available from taxes may not be sufficient to pay the Series 2007 Promissory Note and interest thereon as the same matures and accrues and are therefore determined not to be sufficient.

5. The Municipality is authorized pursuant to the Act to negotiate the sale of the Series 2010 Bonds, no public sale being required by the Act. Pursuant to the Act the Municipality has negotiated for the sale of the Series 2010 Bonds and has received a proposal for the purchase of the Series 2010 Bonds, such proposal being attached hereto as **Attachment A**. The Board hereby determines to accept such proposal, same being in the public interest and in the beset interest of the Municipality.

6. The proceeds of the Series 2010 Bonds may be invested until needed to pay principal of, premium (if any) and interest on the Refunded Bonds.

7. The Municipality plans to refund the Refunded Bonds with a portion of the proceeds of the Series 2010 Bonds and other moneys available to the Municipality (if needed).

8. The Series 2010 Bonds may be issued pursuant to the Act without the need for notice and or an election, and without regard to any existing statutory limitation of debt.

9. The Board is now fully authorized pursuant to the Act to issue the Series 2010 Bonds in the amount and for the purposes hereinafter set forth and is authorized to issue such Series 2010 Bonds registered as to principal and interest in the form and manner hereinafter provided for by Chapter 21 of Title 31, Mississippi Code of 1972.

10. The Series 2010 Bonds are not private activity bonds as such term is defined in Section 141 of the Code and the Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than Thirty Million Dollars ($30,000,000) of tax-exempt obligations (other than private activity bonds) in this calendar year. It is necessary to designate the Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

11. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Series 2010 Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Series 2010 Bonds from gross income for federal income tax purposes since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

12. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Series 2010 Bonds will be used to carry out the governmental

12. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Series 2010 Bonds will be used to carry out the governmental purposes of the Series 2010 Bonds within a three-year period beginning on the date of issuance of the Series 2010 Bonds.

13. It has now become necessary to make provision for the preparation, execution and issuance of the Series 2010 Bonds, to make provision for the redemption of the Refunded Bonds on August 1, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Section 1. Approval of Proposal; Bond Resolution as Contract. The proposal of the Bank is hereby approved and accepted and the sale of the Series 2010 Bonds are awarded to the Bank. In consideration of the purchase and acceptance of any and all of the Series 2010 Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Series 2010 Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Series 2010 Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank, without preference, priority or distinction. It shall be a condition of the sale that the Bank execute a certificate qualifying such sale as being exempt from disclosure requirements in language satisfactory to the Municipality and to the Bank.

Section 2. Authorization, Amount and Purpose. The Series 2010 Bonds are hereby authorized and directed to be issued in the principal amount of $921,000 to raise money for the Refunding as authorized by the Act.

Section 3. Sale and Terms of the Series 2010 Bonds. The Series 2010 Bonds shall be issued as fully registered bonds; shall be dated the date of delivery hereof; shall be in the denomination of each maturity; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rate of Three and Five-tenths Percent (3.5%), payable semiannually on February 1, 2011, and semiannually thereafter on February 1 and August 1 of each year; and shall mature, subject to prior redemption as hereinafter provided, on August 1 in the years and principal amounts attached hereto as **Attachment B** .

Section 4. Redemption. The Series 2010 Bonds may be prepaid in whole on any date with ten (10) days advance written notice to the Bank without prepayment penalty. Any partial prepayments must be in increments of $1,000 and would be applied in reverse order of maturity.

Section 5. Series 2010 Bonds Registered as Obligations:

(a) Registration Certificate. When the Series 2010 Bonds shall have been authenticated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be printed on or accompany the Series 2010 Bonds, over her signature (or a facsimile

(b) Execution. The Series 2010 Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Series 2010 Bonds, other than the signature of an authorized signatory of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Series 2010 Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) Delivery; Bond Transcript; Legal Opinion. The Series 2010 Bonds shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Resolution, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance and sale of the Series 2010 Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be printed on or accompany the Series 2010 Bonds.

(d) Items Filed With Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of the Series 2010 Bonds, the Municipality shall file with the Paying Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Board in connection with the authorization, issuance and sale of the Series 2010 Bonds; and

(ii) an authorization to the Paying Agent, signed by the Clerk, to authenticate and deliver the Series 2010 Bonds to the Bank.

(e) Authentication. The Paying Agent shall authenticate the Series 2010 Bonds upon receipt of the items listed above in paragraph (d) of this Section and deliver them to the Bank thereof upon payment of the purchase price of the Series 2010 Bonds to the Municipality.

(f) Bond Certificates. Bond certificates, blank as to denomination, rate of interest and date of maturity and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs of the Series 2010 Bonds, may be printed and delivered to the Paying Agent in generally accepted form, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest and date of maturity prior to the registration, authentication and delivery thereof to the transferee holder.

Section 6. Paying Agent.

(a) Designation of Paying Agent. The initial Paying Agent for the Series 2010 Bonds, which shall serve as paying agent, registrar and transfer agent, shall be Hankcock National Bank, Gulfport, Mississippi. The Paying Agent shall serve as paying agent, registrar and transfer agent for the Series 2010 Bonds.

(b) Paying Agent as Transfer Agent. So long as any of the Series 2010 Bonds shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2010 Bonds. The Paying Agent is hereby appointed registrar for the Series 2010 Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2010 Bond entitled to registration or transfer.

(c) Fees and Expenses of Paying Agent. The Municipality shall pay or reimburse the Paying Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Board.

(d) Change of Paying Agent.

(i) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Board delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

(ii) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Board. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(iii) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(iv) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having a combined capital and surplus of at least Twenty-Five Million Dollars ($25,000,000), having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the Municipality.

(vii) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Board relating to the Series 2010 Bonds.

(viii) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Successor Corporation or Association as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of Section 6 hereof.

Section 7. Bond Form. The Series 2010 Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution or as shall be approved by the officers of the Municipality executing the Series 2010 Bonds, with their execution of such Series 2010 Bonds to be conclusive evidence of such approval:

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF LONG BEACH, MISSISSIPPI

GENERAL OBLIGATION REFUNDING BOND

SERIES 2010

NO. _____ $_____

Rate of Interest	Maturity	Dated Date
____%	_____, ____	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Long Beach, in the State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, to the registered owner identified above, upon the presentation and surrender of this bond at the principal corporate trust office of _____, _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Refunding Bonds, Series 2010, of the Municipality (the "Series 2010 Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this bond shall be made to the registered owner hereof whose name shall appear in the registration books of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Series 2010 Bonds, as of the 15th day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest on such principal amount from the date of this bond (or, if this bond shall have been issued as a result of a transfer or exchange of another bond, from the most recent interest payment date to which interest on such transferred or exchanged bonds shall have been paid) at the rate of interest per annum set forth above, on _____1, _____, and semiannually thereafter on _____ 1 and _____ 1 of each year, until said principal sum is paid, to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this bond shall be made by check or draft mailed or delivered on the date on which such principal and interest shall be due and payable (or, with

respect to principal, such later date on which this bond shall be presented and surrendered for payment as provided herein) to such registered owner at his address as it appears on such registration books. The registered owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date.

Series 2010 Bonds are subject to redemption in whole on any date, and in part on any principal payment date,, at the principal amount thereof together with accrued interest to the date fixed for redemption. If less than all of the outstanding Series 2010 Bonds of a maturity are to be redeemed, the particular Series 2010 Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Municipality may provide for the selection of portions of the principal of Series 2010 Bonds (in integral multiples of $1,000), and for all purposes of this bond and the Bond Resolution (as hereinafter defined), all provisions relating to the redemption of Series 2010 Bonds shall relate, in the case of any Series 2010 Bond redeemed or to be redeemed only in part, to the portion of the principal of such Series 2010 Bond which has been or is to be redeemed. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to all Registered Owners of the Series 2010 Bonds to be redeemed.

This bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-15-1 through 31-15-19, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including a resolution adopted _____, 20____ (the "Bond Resolution"). Capitalized terms herein shall have such meanings as are provided therefor in the Bond Resolution unless otherwise provided herein, or unless some other meaning is plainly intended.

This bond is one of a series of bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued by the Municipality in the aggregate authorized principal amount of _____ Dollars ($ _____) to raise money for the purpose of refunding all or a portion of the Municipality's Refunded Bonds, and paying the related costs of the issuance, sale and delivery of the Refunded Bonds.

The Series 2010 Bonds are registered as to both principal and interest, and are to be issued or reissued in the denomination of $1,000 each, or integral multiples thereof up to the amount of a single maturity.

This bond may be transferred by the registered owner hereof in person or by his attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this bond. Upon such transfer or exchange, a new bond or bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The Municipality and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

The Series 2010 Bonds shall be full faith and credit general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually, to the extent necessary, without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent necessary, a special tax upon all taxable property within the geographical limits of the Municipality shall be levied annually as required by law, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2010 Bonds as the same comes due.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2010 Bonds, in order to make the same legal and binding general obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this bond, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Municipality has caused this bond to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the facsimile seal of the Municipality, which said facsimile signatures said officials adopt as and for their own proper signatures, all as of the ___ day of _____, 20___.

CITY OF LONG BEACH, MISSISSIPPI

_____
Mayor

COUNTERSIGNED:

_____
City Clerk (SEAL)

There shall be printed on or accompany the Series 2010 Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This bond is one of the Series 2010 Bonds described in the within mentioned Bond Resolution has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose and is one of the General Obligation Refunding Bonds, Series 2010, of the City of Long Beach, Mississippi.

_____
_____, Mississippi,
as Paying Agent

_____
Authorized Signatory

Date of Registration and Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____
_____
_____ (Name and Address of Assignee) the within bond and does hereby irrevocably constitute and appoint _____ as Paying Agent to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Guarantor Institution)

_____
Authorized Signatory)

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

Registered Owner
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Date of Assignment:_____

Insert Social Security Number or Other Tax Identification Number of Assignee:__

Section 8. Replacement of Series 2010 Bond Certificates. In case any Series 2010 Bond shall become mutilated or be stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2010 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2010 Bond, or in lieu of and in substitution for such Series 2010 Bond stolen,

destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Series 2010 Bond stolen, destroyed or lost, his filing with the Municipality or the Paying Agent evidence satisfactory to them that such Series 2010 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or the Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks incurred in connection with issuing a new Series 2010 Bond in replacement or substitution thereof, however remote.

Section 9. Security for Payment. The Series 2010 Bonds shall be secured by the full faith and credit of the Municipality, which full faith and credit is hereby pledged for the payment of the Series 2010 Bonds. For the purpose of effectuating and providing for the payment of the principal of and interest on the Series 2010 Bonds as the same shall respectively mature and accrue (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), there shall be and is hereby levied, to the extent necessary, a direct, continuing special tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Series 2010 Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment). Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes for the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2010 Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Series 2010 Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Series 2010 Bonds, both as to principal and interest.

Section 10. Certificate of Registration and Authentication. Only such of the Series 2010 Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the appropriate Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Series 2010 Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any Series 2010 Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign said certificate on all of the Series 2010 Bonds that may be issued hereunder at any one time.

Section 11. Registered Owner as Owner, Series 2010 Bonds. Except as hereinabove provided, the Person in whose name any Series 2010 Bond shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Series 2010 Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal

representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2010 Bond to the extent of the sum or sums so paid.

Section 12. (a) Transfers, Series 2010 Bonds. Each Series 2010 Bond shall be transferable only in the records of the Municipality upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Series 2010 Bond, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Series 2010 Bond or Series 2010 Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2010 Bond or Series 2010 Bonds.

(b) Paying Agent to Transfer in Accordance with Bond Resolution. In all cases in which the privilege of transferring Series 2010 Bonds is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver Series 2010 Bonds in accordance with the provisions of this Bond Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of Series 2010 Bonds. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of Series 2010 Bonds shall be paid by the Municipality.

Section 13. (a) Bond Fund. The Municipality shall maintain with a qualified depository thereof a Bond Fund in the name of the Municipality for the payment of the principal of and interest on the Series 2010 Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

(i) the accrued interest and premium, if any, received upon delivery of the Series 2010 Bonds;

(ii) the avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;

(iii) any income received from investment of monies in the Bond Fund; and

(iv) any other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Series 2010 Bonds, and which the Board, in its discretion, may direct to be deposited into the Bond Fund.

(b) Payments from Bond Fund. As long as any principal of and interest on the Series 2010 Bonds remains outstanding, the Municipality shall withdraw from the Bond Fund sufficient monies to make the payments herein provided for and transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

(c) Bond Fund. Notwithstanding anything herein to the contrary, the Municipality, at its option, may maintain one bond fund for all general obligation bonds of the Municipality, or as many as it shall deem to be appropriate. In such event, the Bond Fund shall be deemed to refer to such bond fund.

Section 14. (a) Payments of Principal. Payment of principal on the Series 2010 Bonds shall be made, upon presentation and surrender of the Series 2010 Bonds at the principal office of the appropriate Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

(b) Payments of Interest. Payment of each installment of interest on the Series 2010 Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the manner herein provided irrespective of any transfer or exchange of such Series 2010 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Method of Payment; Change of Address. Principal of and interest on the Series 2010 Bonds shall be paid by check or draft delivered directly to or mailed on the date on which principal and interest shall be due and payable (or, with respect to principal, such later date on which any Series 2010 Bond shall be presented and surrendered for payment as provided herein) to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

Section 15. Series 2010 Bonds, Use of Proceeds. Upon initial delivery of the Series 2010 Bonds, the proceeds of the sale thereof shall be deposited as follows:

(a) Premium and Accrued Interest. The interest accrued on the Series 2010 Bonds from the dated date thereof to the date of delivery thereof and premium, if any, shall be deposited into the Bond Fund.

(b) Refunding of Refunded Bonds. Such amount as shall be sufficient to accomplish the purpose of the Refunding Fund shall be deposited into the Refunding Fund for payment to Hancock Bank, Gulfport, Mississippi, the paying agent for the Refunded Bonds, on or prior to August 1, 2010, for the payment in full as to principal of and interest on the Refunded Bonds on said date. Such moneys are irrevocably pledged solely for the benefit of the holders of the Refunded Bonds.

(c) Cost of Issuance. The balance of the proceeds of the sale of the Series 2010 Bonds shall be deposited into the Costs of Issuance Fund, hereby established, and held and disbursed for the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, sale and delivery of the Series 2010 Bonds and the redemption of the Refunded Bonds. Any moneys remaining in the Costs of Issuance Fund after the purpose thereof has been satisfied shall be deposited into the Bond Fund

Section 16. Events of Default; Remedies. An "Event of Default" as used in this Bond Resolution shall mean any of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Series 2010 Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws.

The Holders of not less than twenty-five percent (25%) of the aggregate principal amount of the outstanding Series 2010 Bonds may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality under the provisions of the Act and this Bond Resolution to the extent allowed by law. The Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2010 Bonds then outstanding may appoint a trustee for the Holders of all outstanding Series 2010 Bonds issued under this Bond Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders under this Bond Resolution.

Nothing in this Bond Resolution contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Series 2010 Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Series 2010 Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner in said Series 2010 Bonds expressed.

Section 17. Redemption of the Refunded Bonds.

(a) The Municipality shall refund the Refunded Bonds at a price of par plus accrued interest to the date of redemption.

(b) Upon issuance and delivery of the Series 2010 Bonds, notice of such redemption of the Refunded Bonds shall be given at the times and in the manner and to the extent (if any) determined to be necessary by the Mayor, with such advise as he may deem to be needed.

Section 18. Non-Arbitrage Bond Covenants; Non-arbitrage and Federal Tax Certificate. (a) The Municipality covenants and certifies to and for the benefit of the owners of the Series 2010 Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Series 2010 Bonds, including amounts treated as proceeds, if any, which will cause the Series 2010 Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Series 2010 Bonds, at the time of such action, investment or use.

(b) (i) In the event it is subsequently determined for any reason that rebates should be made on the Series 2010 Bonds, then the Municipality shall take all actions

necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Series 2010 Bonds shall be treated as arbitrage bonds pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(ii) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Series 2010 Bonds, it shall have received written instructions from nationally recognized bond counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Series 2010 Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from nationally recognized bond counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Series 2010 Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Series 2010 Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Series 2010 Bonds in a manner or for a price which would cause any of the Series 2010 Bonds to be or become arbitrage bonds, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price" or "fair market value."

(e) The Mayor and/or Clerk are hereby authorized to execute a "nonarbitrage and federal tax certificate" in connection with the sale and delivery of the Series 2010 Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2010 Bonds, of the Project, and also setting forth certain covenants, stipulations and certifications with respect to the investment and expenditures of the proceeds of the Series 2010 Bonds, and the Municipality shall comply with all certifications, stipulations and covenants set forth in such certificates. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

Section 19. Private Activity Bond Covenants; Tax Covenants. (a) The Municipality shall take such actions as may be necessary in order to assure that the Series 2010 Bonds are not private activity bonds within the meaning of Section 141 of the Code.

(b) None of the Series 2005 Promissory Note or the Series 2007 Promissory Note was, is or will be, and none of the Series 2010 Bonds were, are or will be, private activity bonds as such term is defined in the Code.

(c) No more than 10% of the proceeds of either the 2005 Promissory Note or the Series 2007 Promissory Note has been or will be, and no more than 10% of the proceeds of the Series 2010 Bonds will be, "used" (within the meaning of Section 141 of the Code), directly or indirectly, in a "trade or business" (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a "governmental unit" (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) No more than 10% of the Project has been or will be "used," directly or indirectly, in a "trade or business" carried on by any person or entity other than a "governmental unit". No more than 10% of any property with respect to which all or any part of the proceeds of the Series 2010 Bonds will be "used", directly or indirectly, in a "trade or business" carried on by any person other than a "governmental unit".

(e) None of the proceeds of the 2005 Promissory Note or the Series 2007 Promissory Note has been or will be used for any "private business use" (within the meaning of Section 141 of the Code) which is not related to the "governmental use" (within the meaning of Section 141 of the Code) of such proceeds. None of the proceeds of the Series 2010 Bonds will be "used" for any "private business use" which is not related to the "governmental use" of such proceeds.

(f) The amount, if any, of the proceeds of the 2005 Promissory Note or the Series 2007 Promissory Note used with respect to any "private business use" which was or is related to a "governmental use" of such proceeds has not exceeded and will not exceeded the amount of such proceeds used for the "governmental use" to which such "private business use" relates (or related). The amount, if any, of the proceeds of the Series 2010 Bonds used with respect to any "private business use" which is related to a "governmental use" of such proceeds of the Series 2010 Bonds will not exceed the amount of such proceeds used for the "governmental use" to which such "private business use" relates.

(g) None of the proceeds of 2005 Promissory Note or the Series 2007 Promissory Note has been or will be, and none of the proceeds of the Series 2010 Bonds will be, used to make or finance loans for persons other than "governmental units."

(h) The payment of the principal of or the interest on the 2005 Promissory Note or the Series 2007 Promissory Note has not been and will not be (under the terms of 2005 Promissory Note or the Series 2007 Promissory Note or any underlying arrangement) directly or indirectly "secured" (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a "private business use" or payments in respect to such property or to be

derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a "private business use". In no event will the payment of the principal of or the interest on more than 10% of the Series 2010 Bonds be (under the terms of the Series 2010 Bonds or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a "private business use" or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a "private business use". No party (other than a "governmental unit") which shall use all or any part of the property with respect to which all or any part of the proceeds of the 2005 Promissory Note or the Series 2007 Promissory Note has been or will be expended or with respect to which all or any part of the proceeds of the Series 2010 Bonds are or will be expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality and normal and customary user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the 2005 Promissory Note or the Series 2007 Promissory Note or the proceeds of the Series 2010 Bonds have been or will be expended or in any other way related to the 2005 Promissory Note or the Series 2007 Promissory Note, or the Series 2010 Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Series 2010 Bonds payable during such year, unless the Municipality shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Series 2010 Bonds from gross income for federal income tax purposes.

(i) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Series 2010 Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2010 Bonds, and (3) are payable directly or indirectly by the Municipality or from the source from which the Series 2010 Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2010 Bonds are part of any other issue of obligations.

(j) No payment of principal of or interest on the 2005 Promissory Note or the Series 2007 Promissory Note has been or will be, and no payment of principal of or interest on the Series 2010 Bonds is or will be, guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. None of the proceeds of the 2005 Promissory Note or the Series 2007 Promissory Note has been or will be, and none of the proceeds of the Series 2010 Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (2) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the proceeds of the 2005 Promissory Note or the Series 2007 Promissory Note and the Series 2010 Bonds for initial

temporary periods (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds were or are needed for these purposes for which the 2005 Promissory Note or the Series 2007 Promissory Note were issued and the purpose for which the Series 2010 Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(k) The Municipality covenants and certifies that, notwithstanding any provision of this Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Series 2010 Bonds from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

Section 20. When Computations, Deposits or Rebate Payments Are Not Required. In the event it is determined the Series 2010 Bonds do not meet the requirements of paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of nationally recognized bond counsel to the effect that any of the computations, deposits or payments referenced in Sections 18 and 19 herein are not required to be made in order to maintain the tax-exempt status of interest on the Series 2010 Bonds, the Municipality need not make such computations, deposits or payments.

Section 21. Covenant Regarding Hedge Bonds. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Series 2010 Bonds, will be used to carry out the governmental purposes of the Series 2010 Bonds, within a three-year period beginning on the date of issuance of the Series 2010 Bonds. No more than fifty percent (50%) of the proceeds of the Series 2010 Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

Section 22. Payments Due on Days Other Than Business Days. In any case where the date of maturity of interest on or principal of the Series 2010 Bonds or the date fixed for redemption of any Series 2010 Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment of interest or principal need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 23. Modification or Amendment. (a) No material modification or amendment of this Bond Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Series 2010 Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2010 Bonds or a reduction in the rate of

interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Series 2010 Bonds, as the same mature and become due, or reduce such percentage of Holders of the Series 2010 Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2010 Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of this Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in this Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defective or inconsistent provision contained in this Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Series 2010 Bonds; or

(3) to subject to the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, this Bond Resolution may be amended by resolution of the Municipality prior to the delivery of any of the Series 2010 Bonds with the consent of the Bank.

Section 24. Bonds as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as a portion of the Thirty Million Dollars ($30,000,000) of qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Section 25. Authority to Mayor and City Clerk. The Mayor and City Clerk are hereby authorized to make such representations and to execute such documents and to give such notices and to otherwise take such actions with regard to the Refunding in order to carry out the intent of this Bond Resolution as they may judge to be necessary or appropriate.

Section 26. Repealer; Effective Date. All orders, resolutions or proceedings of the Board in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Alderman GARY PONTHIEUX moved and Alderman CAROLYN ANDERSON seconded the motion to adopt the foregoing resolution and, and the question being put to a roll call vote, the result was as follows:

3426770.4/00406.35486

Alderman Carolyn Anderson	voted: AYE
Alderman Leonard Carrubba, Sr.	voted: PRESENT, NOT VOTING
Alderwoman Kaye H. Couvillon	voted: AYE
Alderman Ronnie Hammons, Jr.	voted: AYE
Alderwoman Mark Lishen	voted: ~~ABSENT~~ NOT VOTING
Alderman Bernie Parker	voted: AYE
Alderman Gary J. Ponthieux	voted: AYE

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 20th day of July, 2010.

William Skellie, Jr., Mayor

ATTEST:

Rebecca E. Schruff, City Clerk (SEAL)

3426770.4/00406.35486

ATTACHMENT A

PROPOSAL

HANCOCK BANK, GULFPORT, MISSISSIPPI

3426770.3/00406.35486

Hancock Bank
PUBLIC FINANCE DEPARTMENT

VIA E-MAIL

July 15, 2010

Honorable Mayor and Board of Aldermen
City of Long Beach, Mississippi

C/o: Mr. Demery Grubbs
Financial Advisor to the City
Government Consultants, Inc.

Re: $921,000 principal amount General Obligation Refunding Bonds, Series 2010 of the City of Long Beach, Mississippi (the "Bonds")

Please accept this letter as a commitment of the undersigned to purchase the above captioned Bonds upon the terms and conditions outlined below:

Issuer: the City of Long Beach, Mississippi (the "City").

Amount: $921,000 principal amount in the form of general obligation Bonds (the "Bonds") of the Issuer.

Purpose of Issue: Proceeds of the Bonds will be used to prepay the City's Promissory Note, Series 2007 (Katrina Loan) in full and to pay the cost of issuance related to the issuance of the Bonds (together the "Project").

Authority for Issue: Provisions of the Mississippi Constitution, Section 31-15-1 et. Seq., Mississippi Code of 1972, as amended and any other valid constitutional and statutory authority.

Dated Date of Bonds - Date of Delivery

Form of Certificates: The Bonds will be issued in a series of typewritten or printed certificates, in fully registered form. Alternately, since we are offering only one interest rate for all maturities, one typewritten or printed certificate would work just fine with the Bank as well.

113 Designer Circle / Dothan, AL 36303
334-792-8422 / Fax 334-792-8424 / Toll Free (888) 516-7373

Interest Rate & Term: We understand that the City would like for the Bonds to mature over a twelve (12) year period of time. Based on this understanding, we are offering the following terms and interest rate:

Fixed Rate Option:

Fixed Rate option – fully funded ** on the day we close the loan as outlined below:

Term	Annual Interest Rate #
Twelve (12) year term	**3.50%**

** The Issuer would fully fund ("lump sum" funding) the loan on the day we close the loan.

*# The quoted fixed interest rate is contingent upon the Mayor and Board of Aldermen (**the "Board"**) accepting our proposal by no later than* 10 days from the date of this letter. If the Board accepts our proposal by the stipulated time, we will **hold** the above referenced fixed interest rate **firm**, provided that the Bonds are closed (fully funded) no later than 30 days from the date of this proposal. If the Bonds are accepted within 10 days but closed after 30 days, the interest rate could be higher than the quoted rate, depending on market conditions at the time that we close the loan.

Interest and Principal Payments: **Interest:** Interest would be payable semi-annually on August 1 and February 1 of each year commencing February 1, 2011. Interest would be computed using a 30 over 360 day basis. **Principal:** Principal would be payable annually on August 1st of each year, commencing August 1, 2011 with the final maturity being on August 1, 2022. **See proposed amortization schedule (attached).**

Prepayments: The Bonds could be prepaid in whole on any date with 10 days advance written notice to the Bank *without prepayment penalty.* The Bonds could be prepaid in part on any principal payment date (each August 1st) with 10 days advance written notice to the Bank *without prepayment penalty.* Any partial prepayments would need to be in increments of $1,000.00 and would be applied in reverse order of the maturities.

Credit Approval: Already approved.

Security: The Bonds would be a general obligation of the City of Long Beach, Mississippi. As such, the full faith and credit of the City would be pledged toward the repayment of the Bonds. The Bonds would be further secured and payable as to principal and interest out of an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographic limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or Prior to September 1 of that year has transferred money to the bond fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution to be adopted by the City. The City, when necessary, would levy annually a special tax upon all taxable property within the geographic limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

Documentation and Legal Considerations: All documentation would need to be acceptable to the Bank. The Bank would need to review and approve all documentation related to the Bonds prior to adoption and or execution by the City. This would include, but not be limited to, reviewing and approving the Bond Resolution prior to adoption by the City's Governing Body. We would require that the Board utilize "Special Bond Counsel" (or "Bond Counsel") for this transaction. Bond Counsel would be a "Red Book" attorney recognized nationally as having a practice in public debt law and federal tax law. Bond Counsel would prepare all documentation and issue the customary legal and tax opinions for this type of borrowing. Bond Counsel's opinion would need to be acceptable in form and substance to the Bank, as well as be addressed to the Bank.

In addition to citations in the documents related to the debt being a general obligation backed by an unlimited tax levy, we would also require that it be stated in the Bond Resolution and in Bond Counsel's opinion that the obligation is secured by the full faith and credit of the City.

Validation:
Given the short time frame to fund the Bonds (to take out the 2007 'Katrina' loan by August 1st), we would be willing to waive the bond validation procedure pursuant to Chapter 13, Title 31, Mississippi Code of 1972, as amended.

Paying and Transfer Agent: We would propose that Hancock Bank (Corporate Trust Department) serve as the Paying Agent for the Series 2010 Refunding Bonds.

Closing costs, fees and expenses: Other than Paying Agent fees, the Bank would charge **no fees** and assess **no loan closing costs** for its own benefit. The City would pay directly all legal and other costs related to the issuance of the Bonds.

Tax Status of the Bonds: The quoted interest rate is predicated upon the Bonds being designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Service Code.

Delivery: As soon as possible after all approvals.

This proposal shall remain valid for a period of 45 days provided the Board accepts our proposal within 10 days from the date of this letter.

Yours very truly,

HANCOCK BANK

By: _____
Steven E. Cole
Senior Vice President
Public Finance Department

Attachment (proposed amortization)

ATTACHMENT B

3426770.3/00406.35486

07-15-2010 City of Long Beach Mississippi
12:46 PM General Obligation Refunding Bonds Series 2010

DEL DATE: 7/30/2010 INT FROM: 7/30/2010 FIRST COUP: 2/ 1/2011

MATURITY	AMOUNT	BOND YRS	COUPON	YIELD	PRICE	PTC?	1ST CALL DT OR PTC DATE	CALI PRICI
8/ 1/11	63	63,175	3.500	3.500	100.000			
8/ 1/12	65	130,181	3.500	3.500	100.000			
8/ 1/13	68	204,189	3.500	3.500	100.000			
8/ 1/14	70	280,194	3.500	3.500	100.000			
8/ 1/15	72	360,200	3.500	3.500	100.000			
8/ 1/16	75	450,208	3.500	3.500	100.000			
8/ 1/17	78	546,217	3.500	3.500	100.000			
8/ 1/18	80	640,222	3.500	3.500	100.000			
8/ 1/19	83	747,231	3.500	3.500	100.000			
8/ 1/20	86	860,239	3.500	3.500	100.000			
8/ 1/21	89	979,247	3.500	3.500	100.000			
8/ 1/22	92	1,104,256	3.500	3.500	100.000			
	921	6,365,558	3.500	3.500				

	TOTAL	PER $1000	PER $100
PAR AMOUNT = $	921,000.00		
GROSS PROD = $	921,000.00	1,000.0000	100.00000
BID = $	921,000.00	1,000.0000	100.00000
SPREAD = $	0.00	0.0000	0.00000
ACCRUED INT= $	0.00	0.0000	0.00000
ACC INT/DAY= $	0.00	0.0000	0.00000
VALUE .05% = $	2,730.01	2.9642	0.29642

AVG LIFE = 6 YEARS 10 MONTHS 28 DAYS OR 6.9116 YEARS

* NIC * CALCULATION

TOTAL BOND YEARS:	6,365.56		
GROSS INTEREST COST: $	222,794.54		
LESS PREMIUM: $	0.00		
OR PLUS DISCOUNT: $	0.00	*NIC%*	*TIC%*
NET INTEREST COST: $	222,794.54	3.500000%	3.499986%

$1 OF SPREAD = 0.0145 TO NIC
.01 OF NIC = 0.6912 TO SPREAD (PER 1000)

SCHEDULE OF DEBT SERVICE
07-15-2010 City of Long Beach Mississippi
12:46 PM General Obligation Refunding Bonds Series 2010

PAR AMOUNT: 921,000
DATED DATE: 7/30/2010 FIRST COUPON: 2/ 1/2011

DATE	PRINCIPAL BALANCE	SEMI-ANNUAL PAYMENT	YEARLY TOTAL	--BREAKDOWN-- INTEREST	PRINCIPAL
2/11	921,000	16,207.04		16,207.04	
8/11	921,000	79,117.50	95,324.54	16,117.50	63,000

2/12	858,000	15,015.00		15,015.00	
8/12	858,000	80,015.00	95,030.00	15,015.00	65,000
2/13	793,000	13,877.50		13,877.50	
8/13	793,000	81,877.50	95,755.00	13,877.50	68,000
2/14	725,000	12,687.50		12,687.50	
8/14	725,000	82,687.50	95,375.00	12,687.50	70,000
2/15	655,000	11,462.50		11,462.50	
8/15	655,000	83,462.50	94,925.00	11,462.50	72,000
2/16	583,000	10,202.50		10,202.50	
8/16	583,000	85,202.50	95,405.00	10,202.50	75,000
2/17	508,000	8,890.00		8,890.00	
8/17	508,000	86,890.00	95,780.00	8,890.00	78,000
2/18	430,000	7,525.00		7,525.00	
8/18	430,000	87,525.00	95,050.00	7,525.00	80,000
2/19	350,000	6,125.00		6,125.00	
8/19	350,000	89,125.00	95,250.00	6,125.00	83,000
2/20	267,000	4,672.50		4,672.50	
8/20	267,000	90,672.50	95,345.00	4,672.50	86,000
2/21	181,000	3,167.50		3,167.50	
8/21	181,000	92,167.50	95,335.00	3,167.50	89,000
2/22	92,000	1,610.00		1,610.00	
8/22	92,000	93,610.00	95,220.00	1,610.00	92,000
TOTALS		1,143,794.54		222,794.54	921,000

07-15-2010
12:46 PM

City of Long Beach Mississippi
General Obligation Refunding Bonds Series 2010

DEL DATE: 7/30/2010 INT FROM: 7/30/2010 FIRST COUP: 2/ 1/2011

MATURITY	AMOUNT	BOND YRS	COUPON	YIELD	PRICE	PTC?	1ST CALL DT OR PTC DATE	CALL PRICE
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	TOTAL	PER $1000	PER $100
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SPREAD = $	0.00	0.0000	0.00000
ACCRUED INT= $	0.00	0.0000	0.00000
ACC INT/DAY= $	0.00	0.0000	0.00000
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AVG LIFE = 6 YEARS 10 MONTHS 28 DAYS OR 6.9116 YEARS

* NIC * CALCULATION

TOTAL BOND YEARS:	6,365.56		
GROSS INTEREST COST: $	222,794.54		
LESS PREMIUM: $	0.00		
OR PLUS DISCOUNT: $	0.00	*NIC%*	*TIC%*
NET INTEREST COST: $	222,794.54	3.500000%	3.499986%

$1 OF SPREAD = 0.0145 TO NIC
.01 OF NIC = 0.6912 TO SPREAD (PER 1000)

SCHEDULE OF DEBT SERVICE
07-15-2010
12:46 PM

City of Long Beach Mississippi
General Obligation Refunding Bonds Series 2010

PAR AMOUNT: 921,000
DATED DATE: 7/30/2010

FIRST COUPON: 2/ 1/2011

DATE	PRINCIPAL BALANCE	SEMI-ANNUAL PAYMENT	YEARLY TOTAL	--BREAKDOWN-- INTEREST	PRINCIPAL
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8/16	583,000	85,202.50	95,405.00	10,202.50	75,000
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8/17	508,000	86,890.00	95,780.00	8,890.00	78,000
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8/18	430,000	87,525.00	95,050.00	7,525.00	80,000
2/19	350,000	6,125.00		6,125.00	
8/19	350,000	89,125.00	95,250.00	6,125.00	83,000
2/20	267,000	4,672.50		4,672.50	
8/20	267,000	90,672.50	95,345.00	4,672.50	86,000
2/21	181,000	3,167.50		3,167.50	
8/21	181,000	92,167.50	95,335.00	3,167.50	89,000
2/22	92,000	1,610.00		1,610.00	
8/22	92,000	93,610.00	95,220.00	1,610.00	92,000
TOTALS		1,143,794.54		222,794.54	921,000

BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

I, Rebecca E. Schruff, the duly appointed, qualified and acting City Clerk of the City of Long Beach, Mississippi, hereby certify that the following persons have constituted the duly qualified and acting members of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi (the "Board" of the "Municipality") at all times relative to the proceedings pertaining to the issuance of the negotiable interest-bearing General Obligation Refunding Bonds, Series 2010, of the Municipality, in the maximum aggregate principal amount of Nine Hundred Twenty-one Thousand Dollars ($921,000), to be dated pursuant to the bond purchase agreement therefor (the "Series 2010 Bonds"), to wit: Carolyn Anderson, Leonard Carrubba, Sr., Kaye H. Couvillon, Ronnie Hammons, Jr., Mark Lishen, Bernie Parker, Gary J. Ponthieux.

I further certify that William Skellie, Jr.was the duly qualified and acting Mayor of the Municipality at all times relative to the proceedings pertaining to the issuance of the Series 2010 Bonds.

I further certify that the time set for holding regular meetings of the Board as set by its order is on the first and third Tuesday of each month at 5:00 P.M., unless otherwise specified by the Board.

I hereby certify that the attached and foregoing pages included in this bond transcript constitute a full, true and complete transcript of all of the proceedings of the Board which relate to and/or affect the issuance and sale of the Series 2010 Bonds.

I further certify that this transcript includes all legal papers pertaining to the issuance of the Series 2010 Bonds, including excerpts of minutes of meetings of the Board, resolutions and proofs of publication, all of which are on file and that all of the minutes for the meetings presented in this transcript have been properly signed as required by law.

I further certify that none of these proceedings or resolutions of the Board in the matter of the issuance and sale of the Series 2010 Bonds have been amended, modified, vacated or rescinded in any manner, except as may be indicated; and that all resolutions contained herein have been submitted to and approved by the Mayor of the Municipality; and that no appeal has been taken from any of the actions of the Board in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the issuance and sale of the Series 2010 Bonds.

WITNESS MY SIGNATURE AND OFFICIAL SEAL, this the 20th day of July, 2010.

City of Long Beach, Mississippi

Rebecca E. Schruff, City Clerk

(SEAL)

SUBMITTED TO AND APPROVED BY:

William Skellie, Jr., Mayor

3426770.4/00406.35486

* *

There were no CDBG Requests for Cash or payment of invoices.

* *

Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to approve the contract by and between the City of Long Beach and SNC-Lavalin Capital Engineering, authorizing the Mayor to execute same, as follows:

SNC·LAVALIN
Capital Engineering

CAPITAL ENGINEERING, LLC
6933 Indianapolis Blvd.
Hammond, IN 46324
USA

Telephone: 219-844-1984
Fax: 219-845-9902

July 8, 2010

Mr. William Skellie, Jr.
Mayor – Long Beach, MS
645 Klondyke Rd.
Long Beach, MS 39560

Subject: Long Beach Senior's Center
Door & Window Shutters
Engineering Contract
Proposal #14523

Dear Mayor Skellie:

Enclosed please find 2 copies of the signed contract for the engineering services associated with the door and window shutters on the Long Beach Senior's Center.

Please sign the contract, initial the exhibits, and return one copy to me.

We look forward to working with you on this project.

Sincerely yours,

Louis A. Traina

Louis A. Traina, P.E.
Project Manager
SNC Lavalin Capital Engineering
6933 Indianapolis Blvd.
Hammond, IN 46307
Ph: 219-844-1984
Cell: 219-718-8610
Email: louis.traina@snclavalin.com

Member of the SNC·LAVALIN Group

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 30, 2010 (Effective Date") between the City of Long Beach, Mississippi ("OWNER"), and SNC Lavalin Capital Engineering ("ENGINEER").

OWNER intends to construct roll down hurricane shutters for the Long beach Senior Citizen's Center windows and doors. Primary funding will be provided by the Federal Emergency Management Agency (FEMA), and the Mississippi Emergency Management Agency (MEMA).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth of specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changed in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Deleted.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that imposes taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit" to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the

extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER'S Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing and furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services to ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work", or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by the OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance".

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance".

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. Deleted.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by

OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

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

1. *For cause,*

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

b. By ENGINEER:

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

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

3) ENGINEER shall have no liability to OWNER on account of such termination.

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

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set fort in exhibit H, "Dispute Resolution".

6.10 Hazardous Environmental Condition

A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER that existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of service does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. Deleted.

3. ENGINEER's aggregate liability to the OWNER shall be limited to furnishing engineering services, revised software, and/or revised drawings as shall be necessary to correct or revise any such error or omission for a period of twelve (12) months following final acceptance, or if there is no acceptance test, twelve (12) months after installation. Beyond the cost of furnishing services and revising drawings, ENGINEER's aggregate liability to the OWNER for all claims whatsoever resulting from or in any way attributable to errors, omissions, or other acts of ENGINEER, whether or not based on the preceding, shall not exceed the collectable insurance.

4. In no circumstance shall ENGINEER or any of its Officers, Agents, Employees, Subcontractors or Suppliers of any tier, be liable to the OWNER, its successors and assigns, for remote, incidental, indirect or consequential damages or special loss or damage of any kind, whether based on contract, warranty, tort liability, indemnity, strict liability or otherwise, and whether or not foreseeable, including, but not limited to, loss of use or non-operation of any of the OWNER's plant or property including the project, loss of profits, cost of

capital, costs to repair or replace any property, increased expenses of operation, penalties, fines or costs in excess of estimates.

6.12 Notices

A. Any notices required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services", including those Exhibits listed in Article 8 thereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form settling forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14 *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period* - The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish

services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the purposes for which it is intended. The terms "substantially complete" and "substantially competed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Costs, allowances for contingencies, the total costs of services for ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages for properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work* --The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Include

A. Exhibit A, "ENGINEER's Services", consisting of _ pages.

B. Exhibit B, "OWNER's Responsibilities", consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses" – Standard Hourly Rates Method of Payment, consisting of 2 pages.

- AND -

Appendix 1 to Exhibit C, "Standard Hourly Rates Schedule", consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", consisting of 4 pages.

E. ~~Exhibit E, "Notice of Acceptability of Work", consisting of ____ pages~~.

F. ~~Exhibit F, "Construction Cost Limit", consisting of ____~~ page.

G. Exhibit G, "Insurance", consisting of 2 pages.

H. ~~Exhibit H, "Dispute Resolution", consisting of _____ page.~~

I. ~~Exhibit I, "Allocation of Risks", consisting of _____ page.~~

J. ~~Exhibit J, "Special Provisions", consisting of __ pages.~~

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: William Skellie, Jr.

Title: Mayor

Date Signed

Address for giving notices:

P. O. Box 929

Long Beach, MS 39560

Designated Representative (paragraph 6.02.A):

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

ENGINEER:

SNC Lavalin Capital Engineering

By: Louis A. Traina, P.E.

Title: Engineering Manager

Date Signed: 06-30-10

Address for giving notices:

6933 Indianapolis Blvd.

Hammond, IN 46324

Designated Representative (paragraph 6.02.A):

Louis A. Traina

Title: Engineering Manager

Phone Number 219-844-1984

Facsimile Number: 219-845-9902

E-Mail Address: louis.traina@snclavalin.com

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated February 2, 2010.

Initial:
OWNER_____

ENGINEER_____
Rev. 2, 06-30-10

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase*

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate 1 alternative solution available to OWNER and, after consultation with OWNER, recommend OWNER those solutions which in ENGINEER's judgement meet OWNER's requirements for the project.

5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.

6. Perform or provide the following additional Study and Report Phase tasks or deliverables:

7. Furnish 3 review copies of the Report to OWNER within 30 days of authorization to begin services and review it with OWNER.

8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish 3 final copies of the revised Report to the OWNER within 60 days after completion of reviewing it with OWNER.

B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.

A1.02 *Preliminary Design Phase*

A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.

3. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.

4. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

5. Furnish the Preliminary Design Phase documents to and review them with OWNER.

6. Submit to OWNER 3 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 30 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit 3 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 120 days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, or Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is 1.

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the more recent opinion of probable Construction Costs as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

5. Prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement.)

C. The estimate of the Engineer's compensation for this phase is to be based on the Engineer not attending the pre-Bid conference, Bid opening, or a meeting to award the contract. These services are to be provided by the Resident Project Representative on site. The estimate of the Engineer's compensation for this phase is to be based on 10 man-hours to assist the Owner in obtaining Bids, documenting pre-Bid meeting notes, issuing addenda as required, tabulating Bids, consulting with the Owner on the acceptability of contractors, and assisting the Owner in evaluating proposals. The duties, responsibilities, and authority of the RPR are as set forth in Exhibit D.

A1.05 *Construction Phase*

A. The Engineer is to provide advisory oversight services during the construction phase of the project. The on site construction oversight services are to be provided to the Owner by the Resident Project Representative who will assist the engineer and provide observation of the contractor's work. The Resident Project Representative is to be sub-contracted by the Engineer to a third party that is local to the project. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement. The estimated compensation to the Engineer for the advisory oversight services is included in the final design phase and the bidding and negotiation phase estimates. The Engineer is not required to provide on site services during construction.

PART 2 -- ADDITIONAL SERVICES

A2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.04.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project Information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. (See A1.05, 17.a)

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 *Required Additional Services*

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items: and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated February 2, 2010.

Initial:
OWNER _____

ENGINEER _____
Rev. 2, 06-30-10

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.
B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

R. Perform or provide the following additional services:

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated February 2, 2010.

Initial:
OWNER ____
ENGINEER ____
Rev. 2, 06-30-10

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 - PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope—Standard Hourly Rates Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under paragraph C4.01 is estimated to be $19,400 based on the following assumed distribution of compensation:

a.	Study and Report Phase	NA
b.	Preliminary Design Phase	$ 2,500.
c.	Final Design Phase	$12,750.
d.	Bidding and Negotiating Phase	$ 2,150.
e.	Construction Phase	$ 2,000.

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

5. The total estimated compensation for ENGINEER's services included in the breakdown by phases as noted in paragraph 4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

7. The Standard Hourly Rates will be adjusted annually (as of June 1) to reflect equitable changes in the compensation payable to ENGINEER.

8. The Standard Hourly Rates Method of Payment is conditioned on Contract Times to complete the Work not exceeding 12 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

C4.02 *For Basic Services Having An Undetermined Scope -- Standard Hourly Rates Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services having an undetermined scope as follows:

C4.03 *For Additional Services*

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's

employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2 *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of $1,000 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1).

C4.05 *Standard Hourly Rates*

A. Standard Hourly Rates are set forth in Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. The Standard Hourly Rates will be adjusted annually (as of June 1) to reflect equitable changes in the compensation payable to ENGINEER.

This is **Appendix 1 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated February 2, 2010.

Initial:
OWNER _____
ENGINEER _____
Rev. 2, 06-30-10

Standard Hourly Rates Schedule

I. ENGINEERING SERVICES Valid Through May 31, 2010

BILL CLASS	DESCRIPTION	BILLING RATES/HOUR STANDARD	OVERTIME
E-7	Technical Specialist, Vice President	$168.00	Same
E-6	Director, Manager	$125.00	Same
E-5	Principal Engineer, Buyer, Project/Construction Manager	$110.00	Same
E-4	Staff Engineer, Buyer, C/S Analyst, Project Manager	$100.00	Same
E-3	Senior Engineer, Buyer, C/S Analyst, Project Engineer	$ 90.00	Same
E-2	Engineer, Buyer, Cost/Schedule Analyst	$ 80.00	Same
E-1	Associate Engineer, Cost/Schedule Analyst	$ 70.00	Same
NE-6	Lead Designer	$ 90.00	$117.00
NE-5	Staff Designer, Inspection Supervisor	$ 80.00	$104.00
NE-4	Senior Designer, CADD Specialist, Buyer/Expediter	$ 70.00	$ 91.00
NE-3	Designer, CADD Specialist, Buyer/Expediter	$ 60.00	$ 78.00
NE-2	Draftsman, Technician	$ 50.00	$ 65.00
NE-1	Clerk, Secretary	$ 40.00	$ 52.00

II. EXPENSES

2.1 All transportation, traveling, lodging, subsistence or per diem expenses of SNC-Lavalin Capital Engineering's employees are billable at cost.

2.2 All extraordinary costs associated with overseas telephone, overseas express mail, multi-party teleconferencing or similar expenses are billable at cost without mark-up.

2.3 The following miscellaneous expenses shall be billed at the flat rate of $4.00 per man-hour expended during the course of the project:

- Reproduction of Drawings and Reports (any size)
- Domestic Local and Long Distance Telephone (person to person)
- Domestic Regular and Overnight Mailing Costs for Engineering Documents

SNC-Lavalin Capital Engineering will maximize transmittal of data, information, or other engineering deliverables in electronic (E-Mail) or compact disc (CD) format.

2.4 When required to meet project specific requirements, the costs for Sub-Contractors, Consultants, Equipment or Specialty Software are billable at cost plus 10%.

2.5 Payment terms are net 30 days from receipt of invoice.

SUMMARY OF ESTIMATED COSTS

Preliminary Design Phase:

Estimated Man-hours:	20
Estimated Cost:	$ 2,500
Estimated Travel Expense:	$ 0
Total:	$ 2,500

Final Design Phase:

Estimated Man-hours:	110
Estimated Cost:	$11,050
Estimated Travel Expense:	$ 1,700
Total:	$12,750

Bidding & Negotiation Phase:

Estimated Man-hours:	10
Estimated Cost:	$ 1,250
Estimated Travel Expense:	$ 900
Total:	$ 2,150

Construction Phase:

Estimated Man-hours:	18
Estimated Cost:	$ 1,908
Estimated Travel Expense:	$ 92
Total:	$ 2,000

The construction phase is to be sub-contracted to a company local to the Long Beach, MS area.

Grand Total (This Contract) $19,400

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated June 23, 2006.

Initial:
OWNER
ENGINEER
Rev. 2, 06-30-10

Duties, Responsibilities, and Limitations of Authority Of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree. The Resident Project Representative is to be sub-contracted by the Engineer to a third party that is local to the project.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGNEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
   a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assistant in understanding the intent of the Contract Document.

b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

5. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

7. *Shop Drawings and Samples:*
   a. Record Date of Receipt of Samples and approved Shop Drawings.

   b. Receive Samples which are furnished at Site by Contractor, and notify ENGINEER of availability of Samples for examination.

   c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Review of Work and Rejection of Defective Work:*

   a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to ENGINEER and Contractor whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENINGEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups:*

   a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports for job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*
    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

    d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advise or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawings or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated February 2, 2010.

Initial:
OWNER
ENGINEER
Rev. 2, 06-30-10

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation	Statutory
b. Employer's Liability -	
1. Each Accident:	$ 1,000,000
2. Disease, Policy Limit:	$ 1,000,000
3. Disease, Each Employee:	$ 1,000,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	$ 2,000,000
2. General Aggregate:	$ 4,000,000
d. Excess or Umbrella Liability -	
1. Each Occurrence:	NONE
2. General Aggregate:	NONE
e. Automobile Injury -	
1. Bodily Injury:	
a. Each Accident	N/A
2. Property Damage:	
a. Each Accident	N/A
(OR)	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$ 2,000,000
f. Other (specify):	
N/A	$ N/A

2. By OWNER: NA

B. *Additional Insureds*

1. The following person or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

a. NA
ENGINEER

b. N/A
ENGINEER's CONSULTANT

c. N/A
ENGINEER's CONSULTANT

* *

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

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502
TEL (228) 863-0667
FAX (228) 863-5232

June 30, 2010

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

RE: Long Beach Smallcraft Harbor Dredging – Phase VII
Final Acceptance – Matthews Marine, Inc.

Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I have received no indication of any problems regarding this contract from FEMA or MEMA, and I therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 2 (Final), adjusting the contract quantities to conform with the completed work, for a net contract amount increase of $29,301.64. The final amount of the contract is $204,888.89.
2. Application for Payment Number 3 (Final), in the amount of $5,122.22, bringing the total of all payments to the full contract amount.
3. Certificate of Substantial Completion.
4. Consent of Surety to Final Payment.
5. Contractor's Affidavit of Payment of Debts and Claims.

Sincerely,

David Ball, P.E.

DB:1775-VII
Enclosures

O:\1775\1775-VII Dredging\20100630 Final Acceptance Matthews Marine.doc

Page 1 of 1

Change Order
No. 2 FINAL

Date of Issuance: 5/12/2010 Effective Date: 5/12/2010

Project: Owner: City of Long Beach Owner's Contract No.:
Contract: Long Beach Smallcraft Harbor - Dredging Date of Contract: 8/13/2009
Contractor: Matthews Marine, Inc. Engineer's Project No.: 1775-7

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

Description:
1. Adjust pay items to agree with final quantities.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$168,387.25

(Increase) in Contract Price from previous Change Orders No. 1 to No. 1
$7,200.00

Contract Price prior to this Change Order:
$175,587.25

(Increase) in Contract Price due to this Change Order:
$29,301.64

Revised Contract Price incorporating this Change Order:
$204,888.89

CHANGE IN CONTRACT TIMES:

Original Contract Times: [ ] Working Days [✓] Calendar days
Substantial completion (days or date): 1/29/2010
Ready for final payment (days or date):

Change in Contract Time from previous Change Orders No. 1 to No. 1
Substantial completion (days or date): 50
Ready for final payment (days or date): 50

Contract Times prior to this Change Order:
Substantial completion (days or date): 3/20/2010
Ready for final payment (days or date):

Change in Contract Time due to this Change Order:
Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Contract Times incorporating this Change Order:
Substantial completion (days or date): 3/20/2010
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER) By: [signature] Date: 6·8·2010

ACCEPTED: (CONTRACTOR) By: Thomas B. Matts Date: 5-28-2010

ACCEPTED: (OWNER) By: [signature] Date: 6/3/10

ATTACHMENT TO CHANGE ORDER NUMBER 2 FINAL

PROJECT NO. 1775-7
Page 2 of 2

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	QUANTITY TO DATE	EXTENSION TO DATE
1	MOBILIZATION	1	L.S.	$5,000.00	$5,000.00	0		1	$5,000.00
2	CONSTRUCT DEWATERING BASIN	1	L.S.	$1.00	$1.00	(1)	($1.00)	0	$0.00
3	DREDGE AND DISPOSE OF SEDIMENT	5,403	C.Y.	$28.75	$155,336.25	903	$25,954.64	6,305.77	$181,290.89
4	BATHYMETRIC SURVEYS	1	L.S.	$8,050.00	$8,050.00	0		1	$8,050.00
CO1-1	ADDT'L HANDLING & DISPOSAL OF DREDGE SPOILS WITH DEBRIS	600	C.Y.	$12.00	$7,200.00	279	$3,348.00	879	$10,548.00
					$175,587.25		$29,301.64		$204,888.89

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

APPLICATION FOR PAYMENT NO. 3 FINAL

TO: City of Long Beach (OWNER)

Contract for: Long Beach Smallcraft Harbor - Dredging Dated: 11/30/2009

OWNER'S Project No.: ENGINEER'S Project No.: 1775-7

For work accomplished through the date of: 3/20/2010

CURRENT CONTRACT AMOUNT: $204,888.89

ITEM		CONTRACTOR's Schedule of Values			Work Completed	
		Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK						$204,888.89
STORED MATERIALS						
TOTAL	$204,888.89					$204,888.89
(Orig. Contract)	$168,387.25					
C.O. 1	$7,200.00					
C.O. 2 FINAL	$29,301.64					

Accompanying Documentation:

GROSS AMOUNT DUE	$ 204,888.89
LESS 0% RETAINAGE	$
AMOUNT DUE TO DATE	$ 204,888.89
LESS PREVIOUS PAYMENTS	$ 199,766.67
AMOUNT DUE THIS APPLICATION	$ 5,122.22

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 3 FINAL inclusive; and (2) title to all materials and equiment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: June 17, 2010

Matthews Marine, Inc.
CONTRACTOR

By: [signature]

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 6-7, 2010

A. GARNER RUSSELL & ASSOCIATES, INC.
ENGINEER

By: [signature]

Page 1 of 2

ATTACHMENT TO PAY ESTIMATE NO. 3 FINAL

PROJECT NO. 1775-7

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS. EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
1	MOBILIZATION	1	L.S.	$5,000.00	$5,000.00	1	$5,000.00		$0.00	1	$5,000.00
2	CONSTRUCT DEWATERING BASIN	0	L.S.	$1.00	$0.00	0	$0.00		$0.00	0	$0.00
3	DREDGE AND DISPOSE OF SEDIMENT	6,305.77	C.Y.	$28.75	$181,290.89	6305.77	$181,290.89		$0.00	6305.77	$181,290.89
4	BATHYMETRIC SURVEYS	1	L.S.	$8,050.00	$8,050.00	1	$8,050.00		$0.00	1	$8,050.00
CO1-1	ADDT'L HANDLING & DISPOSAL OF DREDGE SPOILS WITH DEBRIS	879	C.Y.	$12.00	$10,548.00	879	$10,548.00		$0.00	879	$10,548.00
	TOTAL WORK COMPLETED				$204,888.89		$204,888.89		$0.00		$204,888.89

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Long Beach Smallcraft Harbor
Katrina Repairs - Ph. 7 (Dredging)

DATE OF ISSUANCE April 7, 2010

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR Matthews Marine, Inc. ENGINEER A. Garner Russell & Associates, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach
OWNER

And To Matthews Marine, Inc.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

March 20, 2010
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJDC No. 1910-8-D (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: General warranty

The following documents are attached to and made a part of this Certificate:

Punchlist - 4/7/2010

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contact Documents.

Executed by ENGINEER on 4/26/2010, ...

A. Garner Russell & Associates, Inc.
ENGINEER

By: .....
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on April 15, 2010

Matthews Marine, Inc.
CONTRACTOR

By: .....

OWNER accepts this Certificate of Substantial Completion on ....., ...

City of Long Beach
OWNER

By: .....
(Authorized Signature)

Long Beach Smallcraft Harbor
Hurricane Katrina Repairs – Phase VII (Dredging)

Punchlist – April 7, 2010

1. Perform final grading of the dredge spoils disposed at Central Fire Station on Klondyke Road in Long Beach.
2. Provide certified/signed/sealed copies of post-dredge surveys.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT
AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond #: 105300974

PROJECT: (name, address) SMALLCRAFT HARBOR KATRINA REPAIRS
PHASE VII (DREDGING)

TO (Owner)
CITY OF LONG BEACH
P. O. BOX 929
LONG BEACH, MS 39560

ARCHITECT'S PROJECT NO:
CONTRACT FOR: CONSTRUCTION

CONTRACT DATE:

CONTRACTOR: MATTHEWS MARINE, INC.
P. O. BOX 178
PASS CHRISTIAN, MS 39571

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE, HARTFORD, CT 06183-6014 , SURETY COMPANY,

on bond of (here insert name and address of Contractor)

MATTHEWS MARINE, INC.
P. O. BOX 178, PASS CHRISTIAN, MS 39571 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

CITY OF LONG BEACH, MS, P. O. BOX 929, LONG BEACH, MS 39560
, OWNER,

as set forth in the said Surety Company's bond. The Travelers hereby consents to final payment based upon the representation by the Owner that the Owner has properly and timely published a notice of completion of this project in accordance with Miss. Law.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 28TH day of MAY ,2010

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety Company

Signature of Authorized Representative

Attest: Pauline Landry
(Seal):

Loren Richard Howell, Jr., Attorney-In-Fact , MS Resident Agent
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 * CONSENT OF SURETY COMPANY TO FINAL PAYMENT * APRIL 1970 EDITION * AIA® 1970 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220479 **Certificate No.** 003518869

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance, Teresa Farris of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., and Sharon Tuten

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of September, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 26th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

Marie C. Tetreault, Notary Public

58440-4-09 Printed In U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 20 10.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner)
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

ENGINEER'S PROJECT NO. 1775-VII
CONTRACT FOR: Entire Project
CONTRACT DATE: 8/13/2009

PROJECT: Long Beach Smallcraft Harbor Katrina Repairs Phase VII - Dredging

State of: Mississippi
County of: Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtednes and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory Owner for each exception.)

None

CONTRACTOR: Matthews Marine, Inc.
(Address) P.O. Box 178
Pass Christian, MS 39571

BY: Thomas B. Matthews

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 94868 PATTI CUEVAS Commission Expires Dec. 20, 2013 HARRISON COUNTY

Subscribed and sworn to before me this 28 day of May, 2010

Notary Public: Patti Cuevas
My Commission Expires: December 20, 2013

ONE PAGE

Based upon the recommendation of Mr. Ball, Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve Final Acceptance, Matthews Marine, Inc., Harbor Dredging Phase VII Contract, all as set forth above.

* *

There came on for consideration a letter with attachments from Michael R. Costelli, Project Engineer, Harbor Master Building Contract, as follows:

SIMPKINS & COSTELLI, INC.
Consulting Engineers
Civil - Structural

June 29, 2010 S&C 0630/3.4

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

Re: Harbormaster Building – Change Order No. 3
Long Beach, Ms

Dear Mayor Skellie:

Enclosed are four copies of documents for Change Order No. 3. The documents include:

1. Engineer's Change Order Summary Form
2. Letters from Contractor dated 4/20/10, 5/27/10, 6/24/10
3. Request for Cost Proposal for Changes from Simpkins & Costelli, Inc.

These include Owner-requested cost changes to accommodate electrical service and lift station modifications. Also included are 14 days of additional time for weather delays from November 1 to December 31, 2009. Attached is supporting weather data.

Please return one fully executed copy to this office.

We respectfully request that the Board review and approve this change order. If there are any questions, please feel free to contact me at any time.

Sincerely yours,

Michael R. Costelli, PE
President

cc: Phil Kies, David Ball, H. Gordon Myrick, Inc.
Ron Robertson, Broaddus & Assoc.

P.O. Box 6235 • 401 32½ Street • Gulfport, MS 39506 • Phone: 228-864-6289 • FAX: 228-864-2897

CHANGE ORDER

No. **Three (3)**

DATE OF ISSUANCE : **July 6, 2010** EFFECTIVE DATE: **July 6, 2010**

OWNER **City of Long Beach**
CONTRACTOR **H. Gordon Myrick, Inc.**
Contract: **Harbormaster Building Bulkhead**
Project: **Harbormaster Building Bulkhead**
OWNER's Contract No. _____ ENGINEER's Contract No. **0630**
ENGINEER **Simpkins & Costelli, Inc.**

You are directed to make the following changes in the Contract Documents:
Description:
1. **Install 4" sewer branch through concrete bulkhead for future tie-in.**
2. **Install 4" conduit under roadway for future use.**
3. **Add two 20 AIP breakers and three 20 amp GFI WP receptacles**
4. **Install and cap 4" sewer connection at grinder pump station for bait trailer sewer future tie-in.**
5. **Add two double duplex receptacles (includes two 120 volt circuit breakers, conduit, wire, receptacles, weatherproof boxes and covers.**
6. **Add 14 days to construction contract for weather delays from Nov. 1 to Dec. 31, 2009**

Reason for Change Order: **Per Owner request.**

Attachments: (List documents supporting change)
1. **4/20/2010 letter from H. Gordon Myrick, Inc.**
2. **5/27/2010 letter from H. Gordon Myrick, Inc.**
3. **6/24/2010 letter from H. Gordon Myrick, Inc.**
4. **1/6/10 letter from H. Gordon Myrick, Inc.**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price **$996,214.00**	Original Contract Times: Substantial Completion: _____ Ready for final payment: **270 days** (days or dates)
Net Increase (Decrease) from previous Change Orders No. _1_ to _2_: **$79,234.00**	Net change from previous Change Orders No. _1_ to No. _2_: Substantial Completion: _____ Ready for final payment: **38 days** (days)
Contract Price prior to this Change Order: **$1,075,448.00**	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: **308 days** (days or dates)
Net increase of this Change Order: **$1,921.00**	Net increase this Change Order: Substantial Completion: _____ Ready for final payment: **14 days**
Contract Price with all approved Change Orders: **$1,077,369.00**	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: **322 days** (days or dates)

RECOMMENDED:	APPROVED:	ACCEPTED:
Simpkins & Costelli, Inc.	**City of Long Beach**	**H. Gordon Myrick, Inc.**
By: _____	By: _____	By: _____
ENGINEER (Authorized Signature)	OWNER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: 7/6/10	Date: 7/23/10	Date: 7/6/10

EJCDC 1910-8-B (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

HGM
CONTRACTOR INC

We build trust.

April 20, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
401 32-½ Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

Dear Mr. Costelli,

Per your request, please accept the following change order quotations:

1 – Install 4" Sewer Branch through concrete bulkhead for future tie-in	$ 613
2 – Install 4" conduit under roadway for future use	$ 355

Please review these changes and call me with any questions or comments.

Sincerely,

H. GORDON MYRICK, INC.

Michael Penny

Michael Penny

*H. Gordon Myrick, Inc. * P.O. Box 1479 * Gulfport, MS 39502 * (228) 864-9911 * FAX (228) 863-8006*

HGM
CONTRACTOR INC

We build trust.

May 27, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
401 32-½ Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

Dear Mr. Costelli,

Per your request, please accept the following change order quotations:

1 – Add 2-20 AIP breakers and 3–20 amp GFI WP receptacles per the drawing Simpkins & Costelli provided $ 275

2 – Install and cap 4" sewer connection at grinder pump station for bait trailer sewer future tie in as directed by Ron Robertson $ 140

Please review these changes and call me with any questions or comments.

Sincerely,

H. GORDON MYRICK, INC.

Michael Penny

Michael Penny

*H. Gordon Myrick, Inc. * P.O. Box 1479 * Gulfport, MS 39502 * (228) 864-9911 * FAX (228) 863-8006*

HGM
CONTRACTOR INC

We build trust.

June 24, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
401 32-½ Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

Dear Mr. Costelli,

Per your request, please accept the following change order quotation:

Add two (2) double duplex receptacles – includes 2 – 120 volt circuit breakers, conduit, wire, receptacles, weatherproof boxes and covers.

Our price to complete this work is $538. Please review these changes and call me with any questions or comments.

Sincerely,

H. GORDON MYRICK, INC.

Michael Penny

Michael Penny

*H. Gordon Myrick, Inc. * P.O. Box 1479 * Gulfport, MS 39502 * (228) 864-9911 * FAX (228) 863-8006*

GENERAL CONTRACTOR

We build trust.

January 6, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
32 ½ Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

H. Gordon Myrick, Inc. requests 14 (fourteen) days time extension due to rain days on this project for the period of November 1, 2009 to December 31, 2009.

Sincerely,

H. GORDON MYRICK, INC.

Mike Penny

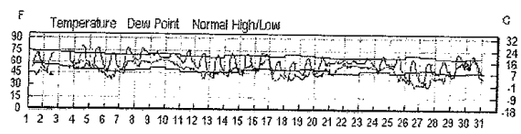
H. Gordon Myrick, Inc. · P.O. Box 1159 · 1207 D Avenue · Gulfport, Mississippi 39502 · (228) 864-0911 · FAX (228) 863-8006

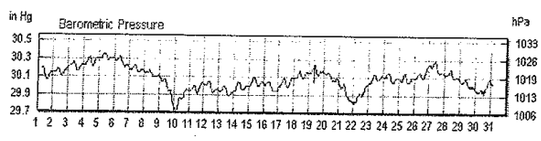
History for Gulfport, MS

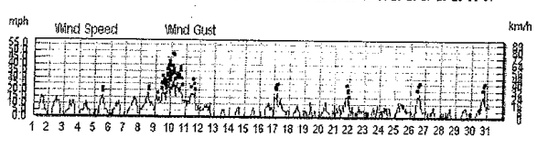
Month of November, 2009

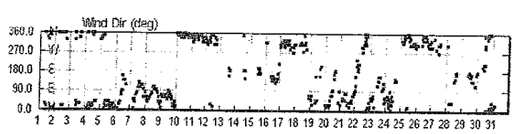
Monthly Summary

	Max:	Avg:	Min:	Sum:
Temperature:				
Max Temperature	81 °F	71 °F	61 °F	
Mean Temperature	70 °F	60 °F	48 °F	
Min Temperature	66 °F	50 °F	34 °F	
Degree Days:				
Heating Degree Days (base 65)	18	5	0	155
Cooling Degree Days (base 65)	6	1	0	18
Growing Degree Days (base 50)	20	11	0	317
Dew Point:				
Dew Point	66 °F	49 °F	29 °F	
Precipitation:				
Precipitation	1.82 in	0.09 in	0.00 in	2.81 in
Snowdepth	-	-	-	-
Wind:				
Wind	29 mph	5 mph	0 mph	
Gust Wind	48 mph	23 mph	16 mph	
Sea Level Pressure:				
Sea Level Pressure	30.35 in	30.07 in	29.71 in	









Monthly Calendar Overview

« Previous Month « 2008 November 2009 2010 » Next Month »

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
Actual: 71 | 53	Actual: 71 | 48	Actual: 75 | 54	Actual: 81 | 54	Actual: 79 | 51	Actual: 72 | 46	Actual: 79 | 50
Precip: 0.00	Precip: 0.00	Precip: 0.00	Precip: 0.00	Precip: 0.00	Precip: 0.00	Precip: 0.00
			Average: 72 | 51			

Average: 75 | 57
Precip: 0.01

Average: 74 | 56
Precip: 0.19

Average: 73 | 53
Precip: 0.06

Precip: 0.20

Average: 71 | 51
Precip: 0.14

Average: 70 | 48
Precip: 0.05

Average: 70 | 49
Precip: 0.14

8
Actual: 78 | 63
Precip: 0.00
Average: 70 | 51
Precip: 0.14

9
Actual: 73 | 66
Precip: 1.82
Average: 71 | 53
Precip: 0.28

10
Actual: 72 | 64
Precip: 0.67
Average: 71 | 50
Precip: 0.03

11
Actual: 77 | 57
Precip: 0.00
Average: 69 | 48
Precip: 0.18

12
Actual: 72 | 48
Precip: 0.00
Average: 69 | 48
Precip: 0.10

13
Actual: 70 | 44
Precip: 0.00
Average: 68 | 48
Precip: 0.14

14
Actual: 73 | 46
Precip: 0.00
Average: 70 | 48
Precip: 0.04

15
Actual: 72 | 46
Precip: 0.00
Average: 70 | 50
Precip: 0.19

16
Actual: 73 | 51
Precip: 0.12
Average: 70 | 52
Precip: 0.22

17
Actual: 62 | 46
Precip: 0.00
Average: 69 | 50
Precip: 0.18

18
Actual: 62 | 41
Precip: 0.00
Average: 71 | 50
Precip: 0.21

19
Actual: 68 | 45
Precip: 0.00
Average: 70 | 52
Precip: 0.15

20
Actual: 70 | 46
Precip: 0.00
Average: 69 | 50
Precip: 0.24

21
Actual: 64 | 60
Precip: 0.06
Average: 68 | 47
Precip: 0.07

22
Actual: 64 | 60
Precip: 0.01
Average: 68 | 47
Precip: 0.13

23
Actual: 69 | 57
Precip: 0.00
Average: 68 | 49
Precip: 0.15

24
Actual: 70 | 51
Precip: 0.00
Average: 68 | 49
Precip: 0.13

25
Actual: 70 | 46
Precip: 0.00
Average: 68 | 47
Precip: 0.17

26
Actual: 64 | 37
Precip: 0.00
Average: 70 | 49
Precip: 0.06

27
Actual: 61 | 34
Precip: 0.00
Average: 69 | 51
Precip: 0.22

28
Actual: 64 | 46
Precip: 0.00
Average: 68 | 48
Precip: 0.35

29
Actual: 73 | 45
Precip: 0.00
Average: 65 | 46
Precip: 0.14

30
Actual: 70 | 48
Precip: 0.13
Average: 66 | 48
Precip: 0.16

« Previous Month « 2008 Precip: Actual Month Total: 2.81 Average month total: 4.47 2010 » Next Month »

Calendar Key:

Sunny Clear
Mostly Cloudy Partly Sunny
Partly Cloudy Mostly Sunny
Cloudy
Rain
Snow
Hail Flurries
Thunderstorms
Hazy Fog
Sleet
"/" denotes 'chance' or
Unknown

Data Category
Condition
High Temp.
Lo Temp.
Precip. (in inches)
Daily Avg. Temp.
Temps in °F

Actual: 90 | 58
Precip: 0.00
Average: 71 | 53
Precip: 0.03

-20 -30 0 30 60 90 120

Print This Calendar

Daily Observations

2009	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Pressure (in)			Visibility (mi)			Wind (mph)		Gust Speed (mph)	Precip (in)	Events
November	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high	sum	
1	71	62	53	52	46	43	82	58	35	30.19	30.12	30.06	10	10	10	16	8	-	0.00	
2	71	58	48	45	45	43	87	55	35	30.18	30.14	30.10	10	10	10	15	8	-	0.00	
3	75	65	54	55	53	50	100	76	44	30.26	30.20	30.16	10	10	7	12	9	-	0.00	
4	81	68	54	63	54	51	90	72	35	30.31	30.26	30.21	10	9	6	12	2	-	0.00	
5	79	66	51	55	52	45	90	63	34	30.35	30.31	30.27	10	10	7	16	4	22	0.00	
6	72	59	46	51	43	38	86	62	30	30.32	30.28	30.19	10	10	9	12	2	-	0.00	
7	79	64	50	62	54	45	86	70	52	30.22	30.18	30.14	10	10	10	15	1	-	0.00	
8	78	70	63	62	57	54	78	68	56	30.17	30.13	30.09	10	10	10	18	7	24	0.00	
9	73	70	66	64	58	58	94	77	63	30.09	29.97	29.78	10	5	2	28	11	43	1.82	Rain
10	72	68	64	63	63	53	90	77	61	29.96	29.80	29.71	10	7	2	29	20	48	0.67	Rain
11	77	68	57	54	53	50	78	64	43	30.03	29.96	29.91	10	10	10	18	12	29	0.00	
12	72	60	48	49	46	39	86	66	30	30.05	29.99	29.92	10	9	6	10	6	-	0.00	
13	70	57	44	50	44	41	90	74	41	30.00	29.96	29.90	10	10	7	6	0	-	0.00	
14	73	60	46	55	47	42	90	77	41	30.04	29.99	29.93	10	6	1	7	0	-	0.00	
15	72	59	46	57	46	44	94	81	55	30.10	29.99	29.99	10	4	0	7	0	-	0.00	Fog
16	73	62	51	66	51	48	94	84	59	30.05	30.03	29.94	10	5	0	16	1	24	0.12	Fog , Rain
17	62	54	46	55	45	38	88	68	44	30.09	30.01	29.98	10	10	10	18	14	25	0.00	

18	62	52	41	46	39	38	89	70	44	30.17	30.13	30.08	10	10	10	9	0	-	0.00	
19	68	56	45	51	43	40	86	70	42	30.23	30.17	30.04	10	9	7	12	4	21	0.00	
20	70	58	46	53	45	42	86	70	38	30.15	30.13	30.06	10	10	9	12	2	-	0.00	Rain
21	64	62	60	61	49	45	88	73	56	30.03	29.94	29.82	10	10	5	16	5	24	0.06	Rain
22	64	62	60	61	60	55	90	82	77	30.02	29.83	29.81	10	8	2	10	6	17	0.01	Rain
23	69	63	57	58	56	53	87	79	61	30.13	30.04	30.03	10	9	5	9	1	-	0.00	
24	70	60	51	57	53	48	94	83	57	30.15	30.11	30.04	10	5	0	8	5	-	0.00	Fog
25	70	58	46	56	49	38	94	69	31	30.14	30.08	30.04	10	9	4	12	4	-	0.00	
26	64	52	37	40	37	29	89	63	28	30.23	30.11	30.09	10	10	10	17	3	26	0.00	
27	61	48	34	42	34	30	89	68	31	30.28	30.22	30.14	10	10	8	8	3	-	0.00	
28	64	55	46	47	40	36	90	69	34	30.19	30.14	30.07	10	10	4	7	1	-	0.00	
29	73	59	45	61	53	42	93	80	55	30.09	30.05	29.97	10	9	2	7	0	-	0.00	
30	70	60	48	66	56	42	94	86	69	30.09	29.96	29.92	10	7	1	20	0	26	0.13	Rain

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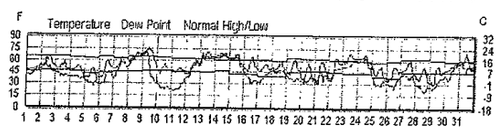
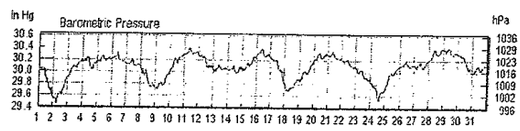
History for Gulfport, MS

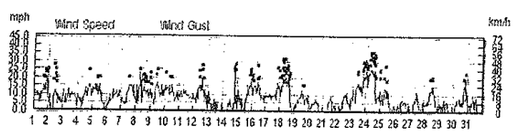
Month of December, 2009

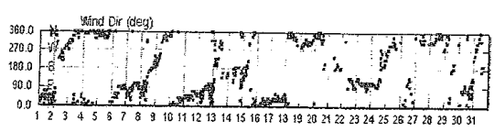
Monthly Summary

	Max:	Avg:	Min:	Sum:
Temperature:				
Max Temperature	77 °F	61 °F	50 °F	
Mean Temperature	66 °F	53 °F	42 °F	
Min Temperature	64 °F	45 °F	30 °F	
Degree Days:				
Heating Degree Days (base 65)	24	12	0	374
Cooling Degree Days (base 65)	2	0	0	3
Growing Degree Days (base 50)	16	4	0	139
Dew Point:				
Dew Point	70 °F	44 °F	21 °F	
Precipitation:				
Precipitation	4.34 in	0.49 in	0.00 in	15.31 in
Snowdepth	-	-	-	-
Wind:				
Wind	25 mph	7 mph	0 mph	
Gust Wind	36 mph	22 mph	16 mph	
Sea Level Pressure:				
Sea Level Pressure	30.42 in	30.07 in	29.47 in	









Monthly Calendar Overview

« Previous Month « 2008 December 2009 2010 » Next Month »

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		Actual: 55 | 46	Actual: 64 | 53	Actual: 59 | 46	Actual: 54 | 39	Actual: 51 | 35
		Precip: 1.27	Precip: 0.56	Precip: 0.00	Precip: 0.17	Precip: 0.05
		Average: 66 | 45	Average: 65 | 47	Average: 65 | 47	Average: 64 | 45	Average: 63 | 42
		Precip: 0.08	Precip: 0.08	Precip: 0.20	Precip: 0.40	Precip: 0.07

6	7	8	9	10	11	12
Actual: 60 | 37	Actual: 64 | 48	Actual: 69 | 57	Actual: 77 | 53	Actual: 55 | 43	Actual: 50 | 42	Actual: 61 | 42
Precip: 0.00	Precip: 0.44	Precip: 2.32	Precip: 0.00	Precip: 0.00	Precip: 0.11	Precip: 4.34
Average: 65 | 44	Average: 63 | 45	Average: 66 | 45	Average: 66 | 46	Average: 64 | 46	Average: 63 | 45	Average: 63 | 45
Precip: 0.10	Precip: 0.23	Precip: 0.09	Precip: 0.07	Precip: 0.17	Precip: 0.30	Precip: 0.18
13	14	15	16	17	18	19
Actual: 72 | 59	Actual: 69 | 64	Actual: 68 | 53	Actual: 58 | 46	Actual: 55 | 46	Actual: 60 | 42	Actual: 61 | 43
Precip: 0.68	Precip: 1.32	Precip: 1.01	Precip: 0.00	Precip: 0.54	Precip: 0.77	Precip: 0.00
Average: 63 | 45	Average: 62 | 46	Average: 62 | 43	Average: 61 | 42	Average: 61 | 40	Average: 60 | 40	Average: 64 | 45
Precip: 0.18	Precip: 0.12	Precip: 0.20	Precip: 0.20	Precip: 0.15	Precip: 0.01	Precip: 0.04
20	21	22	23	24	25	26
Actual: 57 | 36	Actual: 60 | 35	Actual: 64 | 37	Actual: 69 | 57	Actual: 68 | 55	Actual: 55 | 36	Actual: 52 | 35
Precip: 0.00	Precip: 0.00	Precip: 0.00	Precip: 0.19	Precip: 0.60	Precip: 0.00	Precip: 0.00
Average: 63 | 46	Average: 63 | 47	Average: 62 | 45	Average: 61 | 44	Average: 60 | 44	Average: 59 | 40	Average: 60 | 39
Precip: 0.21	Precip: 0.18	Precip: 0.06	Precip: 0.18	Precip: 0.07	Precip: 0.10	Precip: 0.05
27	28	29	30	31		
Actual: 61 | 43	Actual: 52 | 33	Actual: 53 | 30	Actual: 61 | 46	Actual: 71 | 51		
Precip: 0.00	Precip: 0.00	Precip: 0.00	Precip: 0.94	Precip: 0.00		
Average: 63 | 45	Average: 63 | 45	Average: 61 | 45	Average: 60 | 45	Average: 61 | 45		
Precip: 0.16	Precip: 0.31	Precip: 0.15	Precip: 0.11	Precip: 0.43		

« Previous Month « 2008 Precip: Actual Month Total: 15.31 Average month total: 4.88 2010 » Next Month »

Calendar Key:

Sunny Clear, Mostly Cloudy Partly Sunny, Partly Cloudy Mostly Sunny, Cloudy, Rain, Snow, Hail Flurries, Thunderstorms, Hazy Fog, Sleet, "?" denotes chance of, Unknown

Actual: 90 | 58
Precip: 0.00
Average: 71 | 53
Precip: 0.03

Data Category, Condition, High Temp., Lo Temp., Precip. (in inches), Daily Avg. Temp., Temps in °F

-60 -30 0 30 60 90 120

Print This Calendar

Daily Observations

2009	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Pressure (in)			Visibility (mi)			Wind (mph)			Gust Speed (mph)	Precip (in)	Events
December	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg		high	sum	
1	55	50	46	50	42	40	94	83	74	30.05	29.82	29.57	10	5	2	20	9	25		1.27	Rain
2	64	58	53	58	50	44	94	81	56	29.89	29.62	29.47	10	8	2	12	5	28		0.56	Rain , Thunderstorm
3	59	52	46	45	45	39	82	67	49	30.19	30.05	29.89	10	10	10	13	10	22		0.00	Rain
4	54	46	39	39	38	34	87	71	53	30.23	30.14	30.03	10	8	4	16	6	25		0.17	Rain
5	51	43	35	36	35	27	87	73	41	30.25	30.18	30.14	10	9	5	16	11	23		0.05	Rain
6	60	48	37	45	36	29	79	63	52	30.30	30.23	30.13	10	10	10	13	3	20		0.00	
7	64	56	48	59	49	36	90	78	59	30.19	30.12	30.06	10	8	1	15	5	22		0.44	Rain
8	69	63	57	66	54	53	94	86	81	30.05	29.99	29.74	8	3	0	23	8	30		2.32	Fog , Rain , Thunderstorm
9	77	66	53	70	58	31	94	71	29	29.97	29.78	29.71	10	5	0	17	9	25		0.00	Fog
10	55	49	43	34	26	23	56	43	30	30.29	30.17	29.98	10	10	10	16	12	23		0.00	
11	50	46	42	36	26	21	79	47	36	30.39	30.32	30.28	10	10	7	13	9	18		0.11	Rain
12	61	52	42	57	52	38	94	90	81	30.27	30.13	30.05	10	4	0	20	9	28		4.34	Fog , Rain , Thunderstorm
13	72	66	59	67	64	57	94	90	81	30.11	30.05	30.01	10	3	0	12	4	18		0.68	Fog , Rain , Thunderstorm
14	69	66	64	68	65	63	100	93	88	30.09	30.05	29.99	7	2	0	24	4	29		1.32	Fog , Rain , Thunderstorm
15	68	60	53	65	60	48	94	89	77	30.26	30.13	30.02	10	6	2	20	8	25		1.01	Rain
16	66	56	46	46	36	31	77	53	27	30.37	30.29	30.25	10	10	10	17	12	28		0.00	
17	55	50	46	47	41	32	89	71	52	30.25	30.06	29.80	10	8	2	17	10	26		0.54	Rain
18	60	51	42	48	46	39	94	83	64	29.88	29.76	29.67	10	7	2	21	13	32		0.77	Rain
19	61	52	43	41	37	34	86	63	38	30.17	30.01	29.86	10	10	9	13	6	17		0.00	

History : Weather Undergrou

20	57	46	36	40	35	32	93	78	42	30.32	30.27	30.18	10	5	2	7	3	-	0.00	
21	60	48	35	46	37	32	93	80	41	30.34	30.27	30.22	10	5	1	9	1	-	0.00	
22	64	50	37	53	46	35	89	77	56	30.22	30.14	30.08	10	8	4	12	3	-	0.00	
23	69	63	57	61	58	52	88	78	60	30.07	29.94	29.86	10	8	2	23	13	30	0.19	Rain
24	68	62	55	64	60	45	94	86	67	29.84	29.69	29.53	10	6	2	25	19	36	0.60	Rain , Thunderstorm
25	55	46	36	45	34	29	86	65	40	30.09	29.92	29.71	10	10	9	14	8	28	0.00	
26	52	44	35	40	33	25	89	66	35	30.19	30.12	30.09	10	10	10	7	2	-	0.00	
27	61	52	43	44	40	31	86	68	42	30.20	30.12	30.08	10	10	9	12	3	-	0.00	
28	52	43	33	31	27	21	82	59	30	30.39	30.32	30.21	10	10	10	15	7	21	0.00	
29	53	42	30	41	32	25	82	68	43	30.42	30.35	30.29	10	10	10	7	3	-	0.00	
30	61	53	46	58	49	36	94	83	61	30.31	30.14	30.01	10	6	1	20	6	24	0.94	Rain
31	71	61	51	59	54	46	94	82	41	30.12	30.05	29.99	10	7	0	10	2	-	0.00	Fog

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* *

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve Pay Application #10, H. Gordon Myrick, Inc., Harbor Master Building Project, as follows:

BROADDUS & ASSOCIATES
INNOVATIVE PROJECT MANAGEMENT AND PLANNING

MEMORANDUM

TO:	**City of Long Beach, Mayor William Skellie**
FROM:	Ron Robertson, Project Manager
SUBJECT:	Harbor Master Building Project **Pay Application #10**
DATE:	**July 15, 2010**
CC:	**Ginny Breckenridge, MEMA Horne Group** **Michael Costelli, Simpkins & Costelli** **Phil Kies, President Port Commission** **Mike Penny, H. Gordon Myrick, Inc.** **Stacey Loveless/David Ball, A. Garner Russell Engineers**

Please find included *Pay App #10 from H. Gordon Myrick, INC. for period ending June 30, 2010* and a spreadsheet detailing percentage of recommended payment from Insurance, FEMA and Tideland Funding sources. The Tideland's funded portion, Bulkhead, Fill and upgrades is currently 99.0 % compete. The Public Assistance (FEMA) portion, Support Structure and Building, is 93.0 % complete.

Broaddus & Associates recommends paying

$4,751.90 from Insurance funds,

$59,023.90 from FEMA funds and

$1,534.50 from Tidelands funding as detailed in the attached spreadsheet.

This is in accordance with corresponding Pay Application #10 from H. Gordon Myrick, Inc, for **$65,310.30** as certified by Simpkins & Costelli, Inc. HGM has attached Contractor Lien Release for this pay period.

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

Best Regards,

R. E. Robertson

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

Attachment

2510 14th Street ◊ Suite 810 ◊ Gulfport, Mississippi 39501 ◊ (228) 314-1260 ◊ Fax (228) 314-1265

Harbor Master Building, City of Long Beach
Funding Summary (note: Tidesland Project is Stand alone)

Pay Application # 10
Period Ending 6/30/2010

Funding Sources		Insurance	FEMA	Tidelands	Total FEMA
Orig. Contract - FEMA Proj.		$ 60,000.00	$ 745,268.00	Bulkhead/Fill/Upgrades	$ 805,268.00
Org. Tidelands Project				$ 190,946.00	
Change Orders					TTL. Tidelands
Limestone	1	$ -	$ -	$ 48,688.00	$ 239,634.00
Catwalk	2	$ -	$ -	$ 30,546.00	
	3	$ -	$ -	$ -	
	4				
Total CO		$ -	$ -	$ 79,234.00	
FEMA Project		$ 60,000.00	$ 745,268.00		
Tidelands Project				$ 270,180.00	Total Contract
					$ 1,044,902.00

Total FEMA Completed					$ 748,270.00
Total Tidelands Completed					$ 239,634.00
Total Base and CO Completed and Stored		$ 55,753.12	$ 692,516.88	$ 239,634.00	$ 987,904.00
Total Retainage	10%	$ 5,575.31	$ 69,251.69	$ 23,963.40	$ 98,790.40
Total Earned less Retainage		$ 50,177.81	$ 623,265.20	$ 215,670.60	$ 889,113.60
Previous Payments thru #	9	$ 45,425.91	$ 564,241.29	$ 214,136.10	$ 823,803.30
Totals, Pay App #	10	$ 4,751.90	$ 59,023.90	$ 1,534.50	$ 65,310.30

Previous Payments					
Pay App No.		Insurance	FEMA	Tidelands	C & S App'd Amt.
9/30/2009	1	$3,460.35	$42,145.26	$11,848.59	$57,454.20
10/31/2009	2	$1,179.78	$15,490.41	$2,918.31	$19,588.50
11/30/2009	3	$1,435.25	$17,827.38	$4,567.57	$23,830.20
12/31/2009	4	$14,798.90	$183,819.01	$47,096.49	$245,714.40
1/31/2010	5	$1,435.67	$17,832.77	$4,568.96	$23,837.40
2/28/2010	6	$5,727.25	$71,139.07	$40,977.88	$117,844.20
3/31/2010	7	$1,306.70	$16,230.50	$87,963.50	$105,500.70
4/30/2010	8	$7,918.85	$98,361.25	$5,909.40	$112,189.50
5/31/2010	9	$8,163.16	$101,395.64	$8,285.40	$117,844.20
	10				$0.00
	11				$0.00
	12				$0.00
	13				$0.00
	14				$0.00
Total Previous Payments		$45,425.91	$564,241.29	$214,136.10	$823,803.30

No. Ten (10)

RECOMMENDATION OF PAYMENT

==========

OWNER's Project No. _____ ENGINEER's Project No. 0630

Project Harbormaster Building, Long Beach, MS

==========

CONTRACTOR H. Gordon Myrick, Inc.

Contract For Harbormaster Building Contract Date August 20, 2009

Application Date July 2, 2010 Application Amount $65,310.30

For Period Ending June 30, 2010

==========

To City of Long Beach, Mississippi
OWNER

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

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

Simpkins & Costelli, Inc.
ENGINEER

Dated July 6, 2010 By: Michael R Costelli

==========

STATEMENT OF WORK

Original Contract Price	$ 996,214.00	Work to Date	$ 987,904.00
Net Change Orders	$ 79,234.00	Amount Retained	$ 98,790.40
Current Contract Price	$ 1,075,448.00	Subtotal	$ 889,113.60
Work to be Done	$ 87,544.00	Previous Payments Recommended	$ 823,803.30
		Amount Due	$ 65,310.30

GENERAL CONTRACTOR

We build trust.

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

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

CERTIFICATION – LIEN RELEASE

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

(1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amount that the prime contractor intends to withhold or retain from a subcontractor or supplier that is not in accordance with the terms and conditions of the subcontract.

Michael Penny, H. Gordon Myrick, Inc.

Controller

DATE: June 30, 2010

H. Gordon Myrick, Inc. · P.O. Box 1429 · 12th Ave · Gulfport, Mississippi 39502 · (228) 864-0011 · FAX (228) 863-0000

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER: City of Long Beach
Long Beach, MS

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

APPLICATION NO: 10 (ten)

Distribution to:
[x] OWNER
[x] ARCHITECT
[x] CONTRACTOR

PERIOD TO: June 30, 2010

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

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

PROJECT #: 09006

CONTRACT FOR: NEW CONSTRUCTION

CONTRACT DATE: August 20, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM		$ 996,214.00
2. Net change by Change Orders		$ 79,234.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,075,448.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 987,904.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 98,790.40	
b. 10 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 98,790.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 889,113.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 823,803.30
8. CURRENT PAYMENT DUE		$ 65,310.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 186,334.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$48,688.00	$0.00
Total approved this Month	$30,546.00	$0.00
TOTALS	$79,234.00	$0.00
NET CHANGES by Change Order	$79,234.00	

CONTRACTOR: H. GORDON MYRICK, INC.

By: [signature] Date: July 2, 2010
Michael H. Penny, Controller
State of: Mississippi County of: Harrison
Subscribed and sworn to before me this 2nd day of July, 2010
Notary Public: Cheryl Verhoeven
My Commission expires: April 2, 2011 [signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 65,310.30

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

ARCHITECT: Simpkins & Costelli, Inc.
By: [signature] Date: 7/6/10

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPLICATION AND CERTIFICATE FOR PAYMENT

H. GORDON MYRICK, INC.
P.O. BOX 1479
GULFPORT, MS 39502

APPLICATION NUMBER 10
APPLICATION DATE 7/2/2010
PERIOD FROM 06/01/10
TO 06/30/10
PROJECT # 09006

OWNER City Of Long Beach, MS
PROJECT Long Beach Harbormaster
Long Beach, MS

A	B	C	D(FROM G)	E (ENTER)	F (ENTER)	G (D+E+F)	(G/C)	H (C-G)
			WORK COMPLETED			TOTAL		
				THIS APPLICATION		COMPLETE		BALANCE
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	WORK IN PLACE	STORED MATERIAL	& STORED TO DATE	PERCENT COMPLETE	TO FINISH
Elevation, ADA & Superstructure								
1000	Special & General	56,046	50,654	2,696	0	53,350	95.19%	2,696
1104	Special Insurances	30,960	30,960	0	0	30,960	100.00%	0
1111	Testing	10,196	9,792	404	0	10,196	100.00%	0
2368	Concrete Piles	107,302	107,302	0	0	107,302	100.00%	0
2711	Fencing	4,268	0	0	0	0	0.00%	4,268
3300	Concrete Work	119,264	118,964	0	0	118,964	99.75%	300
4200	Masonry	11,773	11,431	342	0	11,773	100.00%	0
5120	Structural Steel	42,584	42,024	0	0	42,024	98.68%	560
6100	Elevator Rooms	4,117	4,117	0	0	4,117	100.00%	0
9900	Painting	11,097	0	8,597	0	8,597	77.47%	2,500
14240	Elevator	50,695	31,950	13,675	0	45,625	90.00%	5,070
15400	Plumbing & HVAC	1,572	1,137	235	0	1,372	87.28%	200
16000	Electrical	5,183	3,823	0	0	3,823	73.76%	1,360
	Labor Burden	12,876	11,609	633	0	12,242	95.08%	634
	SUBTOTAL	**467,933**	**423,763**	**26,582**	**0**	**450,345**	**96.24%**	**17,588**
Building Only Costs								
1000	Special & General	40,585	30,507	5,039	0	35,546	87.58%	5,039
1104	Special Insurances	19,258	19,258	0	0	19,258	100.00%	0
2050	Demolition	11,076	10,804	272	0	11,076	100.00%	0
2200	Excavation & Backfill	3,228	3,111	117	0	3,228	100.00%	0
2603	Force Main Sewer System	14,500	13,820	0	0	13,820	95.31%	680
	CO#2-Steel Catwalk	24,585	0	0	0	0	0.00%	24,585
6100	Rough Carpentry	89,612	85,386	4,226	0	89,612	100.00%	0
6200	Finish Carpentry	10,292	0	0	0	0	0.00%	10,292
7210	Insulation	2,643	2,643	0	0	2,643	100.00%	0
7414	Roofing	7,053	7,053	0	0	7,053	100.00%	0
7620	Flashing	1,234	968	266	0	1,234	100.00%	0
7900	Sealants	2,468	688	688	0	1,376	55.75%	1,092
8100	Hollow Metal	8,262	8,262	0	0	8,262	100.00%	0
8611	Clad Windows	17,463	17,463	0	0	17,463	100.00%	0
8700	Finish Hardware	802	524	0	0	524	65.34%	278
9250	Gypsum Drywall	2,900	2,900	0	0	2,900	100.00%	0
9300	Tile	1,222	0	1,222	0	1,222	100.00%	0
	CO#2-Cultured Marble Shower	5,961	0	0	0	0	0.00%	5,961
9650	Rubber Base	864	0	864	0	864	100.00%	0
9900	Painting	23,946	0	18,622	0	18,622	77.77%	5,324
10000	Specialty Items	6,319	0	5,519	0	5,519	87.34%	800
15400	Plumbing	35,014	28,460	3,990	0	32,450	92.68%	2,564
15600	HVAC	8,765	5,886	2,239	0	8,125	92.70%	640
16000	Electrical	20,505	9,021	0	0	9,021	43.99%	11,484
	Labor Burden	9,324	6,891	1,216	0	8,107	86.95%	1,217
	SUBTOTAL	**367,881**	**253,645**	**44,280**	**0**	**297,925**	**80.98%**	**69,956**
Other								
2518	Brick Pavers	7,158	7,158	0	0	7,158	100.00%	0
2367	Bulkhead & Fill	173,469	173,469	0	0	173,469	100.00%	0
7170	Hardi Plank Siding	3,413	1,708	1,705	0	3,413	100.00%	0
7414B	Metal Roofing	6,906	6,906	0	0	6,906	100.00%	0
	CO#1 Limestone Fill	48,688	48,688	0	0	48,688	100.00%	0
	SUBTOTAL	**239,634**	**237,929**	**1,705**	**0**	**239,634**	**100.00%**	**0**
	TOTALS	**1,075,448**	**915,337**	**72,567**	**0**	**987,904**	**91.86%**	**87,544**

* *

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

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
5203 3RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502
TEL (228) 863-0667
FAX (228) 863-5232

July 15, 2010

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

RE: Amendment No. 2-I & 2-J to the Master Agreement
Hurricane Katrina Infrastructure Repairs – Project Areas 4 & 6)

Ladies and Gentlemen:

Please find attached our proposed amendment for the Master Agreement between the City and A. Garner Russell, Inc. The purpose of this amendment is to increase the allowable fees for inspection services for Project Areas 4 and 6. Based on our current billing amounts and the amount of time being spent on inspection, we expect that both of these will exceed the previously set contract amounts. Initially, our contract amount for inspection was based on one inspector on-site for a regular work week for 52 weeks of construction time; which we understood was all FEMA would agree to include in the Project Worksheet. Obviously, we often work longer than a regular work week during inspection on these jobs, which means we will exceed the budget. FEMA personnel continue to state that they will reimburse for all "reasonable, eligible expenses". We feel very comfortable that we can justify all expenses for these projects, including the increased fees for construction inspection shown in the proposed amendments.

Therefore, we request your consideration in approving this amendment to the Master Agreement so that we can continue this work. Should you need more information, please call.

Sincerely,

David Ball, P.E.

DB:539-Master Agreement
Enclosure

AMENDMENT NUMBER 2-I TO
MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.
HURRICANE KATRINA PERMANENT REPAIRS

(INFRASTRUCTURE REPAIRS - PROJECT AREA 4)

WHEREAS, the City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an amendment to the Master Agreement dated May 3, 2006, for the performance of professional services to the City described as the engineering services for the replacement of water & sewer mains along Highway 90, and along the City streets south of the Main Debris Line, said amendment bearing the date of May 10, 2006, and

WHEREAS, OWNER and ENGINEER have previously amended said agreement to include fees for various professional services related to Project Area 4, including fees for CONSTRUCTION INSPECTION, and

WHEREAS, FEMA allows construction inspection to be reimbursed as a special service, and ENGINEER has performed and will continue to perform such inspection services where required, and

WHEREAS, FEMA included an hourly estimate, provided by ENGINEER, of the construction inspection fees related to Project Area 4 in the appropriate Project Worksheets, an estimate based on the expected construction time for Project Area 4, in the amount of $114,400, and

WHEREAS, fees for CONSTRUCTION INSPECTION for Project Area 4 will exceed the hourly estimate included in the Project Worksheet;

NOW, THEREFORE, the parties to the Amendment now mutually further agree as follows:

A. The total of all fees billed under this Amendment as CONSTRUCTION INSPECTION will not exceed $170,000 without further authorization, a projected estimate of the total fees for construction inspection in Project Area 4.

OWNER:	ENGINEER:
CITY OF LONG BEACH, MISSISSIPPI	A. GARNER RUSSELL & ASSOCIATES, INC.
By: _____ William Skellie, Jr.	By: _____ M. Scott Burge, P.E.
Title: Mayor	Title: President
Date Signed_____	Date Signed: _____

AMENDMENT NUMBER 2-J TO
MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH
AND
A. GARNER RUSSELL & ASSOCIATES, INC.
HURRICANE KATRINA PERMANENT REPAIRS

(INFRASTRUCTURE REPAIRS - PROJECT AREA 6)

WHEREAS, the City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an amendment to the Master Agreement dated May 3, 2006, for the performance of professional services to the City described as the engineering services for the replacement of water & sewer mains along Highway 90, and along the City streets south of the Main Debris Line, said amendment bearing the date of May 10, 2006, and

WHEREAS, OWNER and ENGINEER have previously amended said agreement to include fees for various professional services related to Project Area 6, including fees for CONSTRUCTION INSPECTION, and

WHEREAS, FEMA allows construction inspection to be reimbursed as a special service, and ENGINEER has performed and will continue to perform such inspection services where required, and

WHEREAS, FEMA included an hourly estimate, provided by ENGINEER, of the construction inspection fees related to Project Area 6 in the appropriate Project Worksheets, an estimate based on the expected construction time for Project Area 6, in the amount of $114,400, and

WHEREAS, fees for CONSTRUCTION INSPECTION for Project Area 6 are expected to exceed the hourly estimate included in the Project Worksheet;

NOW, THEREFORE, the parties to the Amendment now mutually further agree as follows:

A. The total of all fees billed under this Amendment as CONSTRUCTION INSPECTION will not exceed $160,000 without further authorization, a projected estimate of the total fees for construction inspection in Project Area 6.

OWNER:	ENGINEER:
CITY OF LONG BEACH, MISSISSIPPI	A. GARNER RUSSELL & ASSOCIATES, INC.
By: _____ William Skellie, Jr.	By: _____ M. Scott Burge, P.E.
Title: Mayor	Title: President
Date Signed_____	Date Signed: _____

Page 1 of 1

Upon discussion, Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve amendments numbers 2-I and 2-J, Master Agreement, Hurricane Katrina Infrastructure Repairs, Project Areas 4 & 6, as set forth above.

* *

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

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502
TEL (228) 863-0667
FAX (228) 863-5232

July 15, 2010

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

RE: Proposed Change Order Number 4 (Final)
Marcie Drive Elevated Well

Gentlemen:

We have enclosed the proposed final change order bringing the final contract quantities in conformance with the amounts actually constructed in the field. Also, we have included a deduct for the well control components which were replaced by the SCADA system, approved as part of Change Order 3.

In summary, this Summary Change Order indicates a net contract amount increase of $41,147.67. The final amount of the contract will be $1,050,408.67.

Sincerely,

David Ball, P.E.

DB:1812-Well
Enclosures

Change Order
No. 4
SUMMARY

Date of Issuance: 6/30/2010 Effective Date: 6/30/2010

Project:	Owner: City of Long Beach	Owner's Contract No.:	
Contract:	Marcie Dr. Well EDA Inestment No. 04-79-05870	Date of Contract:	4/22/2009
Contractor:	Griner Drilling	Engineer's Project No.:	1812B

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

Description:

1 - Add pay item for deduction of well controls replaced by SCADA system.
2 - Adjust quantities to conform with final field measurements.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $1,009,261.00	Original Contract Times: [ ] Working Days [✓] Calendar days Substantial completion (days or date): 6/15/2010 Ready for final payment (days or date):
{Increase} in Contract Price from previous Change Orders No. 1 to No. 3: $45,951.67	Change in Contract Time from previous Change Orders No. 1 to No. 3 Substantial completion (days or date): 90 Ready for final payment (days or date):
Contract Price prior to this Change Order: $1,055,212.67	Contract Times prior to this Change Order: Substantial completion (days or date): 6/15/2010 Ready for final payment (days or date):
{Decrease} in Contract Price due to this Change Order: ($4,804.00)	Change in Contract Time due to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Revised Contract Price incorporating this Change Order: $1,050,408.67	Contract Times incorporating this Change Order: Substantial completion (days or date): 6/15/2010 Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By: Sherrel Barrett	By:
Date: 7.15.2010	Date: 6/30/2010	Date:

ATTACHMENT TO CHANGE ORDER NUMBER 4 PROJECT NO. 1812B

SUMMARY Page 2 of 2

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	QUANTITY TO DATE	EXTENSION TO DATE
1	SITE PREPARATION & STORMWATER CONTROL	1 L.S.	$40,000.00	$40,000.00			1	$40,000.00
2-A	TEST HOLE	1 EA.	$300,000.00	$300,000.00			1	$300,000.00
2-B	DEVELOP TEST WELL & OBTAIN SAMPLE	1 EA.	$40,000.00	$40,000.00			1	$40,000.00
3-A	16 INCH WELL CASING, CEMENTED INTO PLACE	1,050 L.F.	$123.50	$129,675.00			1,050	$129,675.00
3-B	10 INCH WELL SCREEN INCLUDING GRAVEL PACK	100 L.F.	$300.00	$30,000.00			100	$30,000.00
3-C	PUMP COLUMN ASSEMBLY INCLUDING COLUMN PIPE AND SHAFT	100 L.F.	$100.00	$10,000.00			100	$10,000.00
3-D	ALL OTHER WORK ASSOCIATED WITH PRODUCTION WELL NOT INCLUDED IN ITEMS 3-A	1 L.S.	$17,000.00	$17,000.00			1	$17,000.00
3-E	AUXILIARY POWER GENERATOR	1 L.S.	$61,740.00	$61,740.00			1	$61,740.00
4	WELL HOUSE STRUCTURE	1 L.S.	$106,550.00	$106,550.00			1	$106,550.00
5	WELL CONTROL SYSTEM	1 L.S.	$124,300.00	$124,300.00			1	$124,300.00
6-A	CRUSHED LIMESTONE DRIVE	631 S.Y.	$56.00	$35,336.00	66	$3,696.00	697	$39,032.00
6-B	CHAIN LINK FENCE AND GATE	355 L.F.	$27.00	$9,585.00			355	$9,585.00
6-C	MISCELLANEOUS SITE WORK	1 L.S.	$24,800.00	$24,800.00			1	$24,800.00
CO1-1	DEVELOP 2ND TEST WELL & OBTAIN SAMPLE	1 L.S.	$20,000.00	$20,000.00			1	$20,000.00
CO3-1	INSTALL INJECTION PUMP (SEQUESTERING AGENT)	1 L.S.	$4,923.50	$4,923.50			1	$4,923.50
CO3-2	INSTALL SCADA WELL/TANK CONTROL SYSTEM	1 L.S.	$101,303.17	$101,303.17			1	$101,303.17
CO4-1	DEDUCT FOR WELL CONTROLS (REPLACED BY SCADA SYSTEM)	0 L.S.	($8,500.00)	$0.00	1	($8,500.00)	1	($8,500.00)
				$1,055,212.67		($4,804.00)		$1,050,408.67

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Based upon the recommendation of Mr. Ball, Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve Change Order Number 4 (Final), Griner Drilling, Marcie Drive Well EDA Investment 04-79-05870, all as set forth above.

* *

There came on for consideration the proposed contract for the renewal of animal control services with the Humane Society of South Mississippi and considerable discussion followed regarding increased fees; David Waltman from the Humane

Society addressed the Mayor Pro-Tempore and Board of Aldermen regarding the proposed contract.

After considerable discussion, Alderman Anderson made motion seconded by Alderman Couvillon to approve said contract as proposed.

Upon further discussion, Alderman Ponthieux offered substitute motion seconded by Alderman Parker to take the aforementioned contract under advisement for further review and clarification at the next regular meeting, August 3, 2010.

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

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

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

****

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried acknowledging receipt of June, 2010, revenue and expense reports.

****

There came on for consideration the fiscal year 2010-2011 budget and the public hearing scheduled for August 3, 2010. Discussion was held regarding a bond issue to address drainage issues and reducing millage in municipal debt service, moving the millage to general fund.

After considerable discussion, Alderman Ponthieux made motion seconded by Alderman Couvillon and unanimously carried to schedule an additional public hearing regarding the fiscal year 2010-2011 budget, Wednesday, August 9, 2010, 5:00 p.m., Long Beach School District Central Office, 19148 Commission Road, Long Beach, Mississippi, authorizing the Clerk to advertise the required Notice of Tax Increase, noting for the record that there will actually be no tax increase in total millage.

****

Alderman Parker made motion seconded by Alderman Couvillon and unanimously carried to spread the letter from Bill Henderson, Operations Coordinator, Mississippi State University, Mississippi Alcohol Safety Education Program, commending Long Beach Municipal Court, as follows:

MISSISSIPPI STATE
UNIVERSITY™

Mississippi Alcohol
Safety Education Program

July 2, 2010

Judge Bradley Rath
Long Beach Municipal Court
P. O. Box 929
Long Beach, MS 39560

Dear Judge Rath:

As you will recall, MASEP recognized several courts at the recent Municipal Court Judges training conference in Biloxi for providing complete information on the MASEP court order form. This information is extremely important because it enables us to provide the MASEP participant with useful information concerning his/her drinking behavior and to more accurately identify those with potentially serious problems. Unfortunately, due to an error on our part, we failed to recognize your court as one of the best in the state in providing this information. After double checking the court orders sent to us by your court, we found that only one order out of a total of one hundred and six was not completely correctly giving you a completion rate of 99.1%.

Please accept my apology for this error and please accept the enclosed certificate in recognition of your court's high rate of completion. . We will recognize Ms. Jane Marsland at the next Municipal Court Clerks training conference.

Again, I apologize for the error and I thank your for your support of MASEP. Please contact me if we can assist you in any way.

Sincerely,

Bill Henderson
Operations Coordinator

P.O. BOX 5287 • MISSISSIPPI STATE, MS 39762 • 662-325-3423

* *

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried directing the City Attorney to prepare amendments to the

Cemetery Ordinance #471, raising cemetery fees based upon the City of Gulfport fees, for consideration at the next regular meeting, August 3, 2010.

* *

There came on for consideration amendments to animal control Ordinance Number 549 and action was taken as follows:

ORDINANCE NO. 576

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 488, ENTITLED, "THE CITY OF LONG BEACH ANIMAL CONTROL ORDINANCE", as previously amended, PROVIDING THE APPLICABLE COURT TO BE THE CITY OF LONG BEACH MUNICIPAL COURT, ELIMINATE PROVISIONS PROHIBITING CRUELTY TO ANIMALS AND RABIES VACCINATIONS WHICH ARE PRE-EMPTED BY STATE STATUTE, ADDING PROHIBITION OF NOXIOUS ODORS, TO PROHIBIT MISTREATMENT OF ANIMALS AND PROVIDE PENALTIES THEREFORE, TO REQUIRE OWNERS OF ANIMALS RUNNING AT LARGE TO PAY IMPOUNDMENT COSTS, TO INCREASE THE PENALTY FOR DANGEROUS ANIMALS RUNNING AT LARGE, TO ALLOW FOR REDUCTION OF PENALTIES FOR NEUTERED NON-DANGEROUS ANIMALS RUNNING AT LARGE IF SAME ARE NEUTERED, TO LIMIT THE NUMBER OF ADULT DOGS AND CATS AND KEPT ON ANY ONE RESIDENTIAL PREMISES, TO PROVIDE FOR PROCEDURE TO IDENTIFY AND CLASSIFY DOG AS DANGEROUS DOG, TO DECLARE UNLAWFUL AND ESTABLISH PENALTY TO OWNER OF DANGEROUS ANIMAL WHICH ATTACKS OR INJURES PERSON OR ANIMAL, AND, AND FOR RELATED PURPOSES.

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

That Ordinance No. 488, "The City of Long Beach Animal Control Ordinance" contains provisions which are pre-empted by state statute, which provisions should be eliminated from said ordinance, and the public health and safety of the community requires that said Ordinance No. 488 should be amended as follows:

SECTION 2. That Section 2, entitled "CRUELTY TO ANIMALS" of Ordinance No. 488 of the City of Long Beach, Mississippi, is hereby amended to read as follows:

"Section 2. MISTREATMENT OF ANIMALS

The purpose of this section is to prevent mistreatment of animals. In implementing the section, enforcement officers are encouraged to educate the public on requirements of this section and, when appropriate, to seek voluntary resolution of violations.

A person commits the crime of mistreatment of animals if the person:

a) administers poison to an animal, exposes an animal to poison with the intent that it be consumed, mutilates, including, but not limited to the docking of tails or cropping of ears of an animal by other than a licensed veterinarian;

b) owns, possesses, uses, trains, buys, sells, offers to buy or sell, import, or export an animal for fighting or baiting or as a target to be shot at as a test of skill in marksmanship;

1) acts as a judge or spectator at events of animal fighting;

2) permits any such acts of fighting to be done on a premises under his or her care or control;

c) intentionally harasses an animal owned or engaged by a police department or public agency of the state of Mississippi or any of its political subdivisions;

d) intentionally harasses a guide or leader dog;

e) fails to provide adequate sanitary shelter and conditions, clean water, sufficient food, exercise and necessary medical attention as is required in order to maintain an animal in a state of good health;

f) abandons an animal or causes an animal to be abandoned, in any place, without making provisions for the animal's adequate care, unless premises are temporarily vacated for the protection of human life during a disaster. An animal that is lost by an owner or custodian while traveling, walking, hiking or hunting shall not be regarded as abandoned under this section when the owner or custodian has made a reasonable effort to locate the animal. A person is not deemed to have abandoned an animal if he processes it into an animal shelter during the shelter's normal working hours.

g) willfully or negligently allows any animal, including one which is aged, diseased, maimed, hopelessly sick, disabled, or non-ambulatory, to suffer unnecessary neglect, torture or pain;

h) houses a live animal as bait or lure in a race, game or contest;

i) strikes an animal with a motor vehicle and makes no reasonable attempt to notify an animal control officer of the accident;

j) tethers a dog to a stationary object while the dog is on the owners property, on the property of the dog owner's landlord, or on the property of the person having possession, charge, custody or control of such dog. All dogs must either be:

1. Kept in a fenced yard with adequate space to exercise of at least 100 square feet per dog; or
2. Kept in a residence. If the dog is kept in a residence, the owner of such dog or the person having possession, charge, custody or control of such dog shall be required to make arrangements for the daily exercise of the dog; or
3. Placed on a tether provided that it is at least ten feet in length and is attached to a pulley or trolley mounted on a cable which is at least ten feet in length and mounted no more than seven feet above ground level and which

shall weigh no more than 10% of the dog's body weight. Tethers shall be located so that they cannot become entangled with other objects. Collars used to attach a dog to a tether shall not be of the choke type.

k) Tethers a dog at an unoccupied house, barn or property;

l) Leaves an animal unattended in a motor vehicle, when such action is harmful or potentially harmful to such animal. In the event the owner of such vehicle is not available and cannot be found or refuses to prevent or said harm or reasonably potential harm from continuing, the animal control officer, or police officer shall be authorized to remove said animal from such vehicle by utilizing any reasonable method of removal. Any animal so removed from a vehicle may be impounded at the animal shelter once notice has been prominently posted on said vehicle notifying the owner or custodian that said animal has been seized. Upon such seizure of such animal, the owner of the seized animal shall be personally served with notice of such seizure, if possible. The owner of every animal so impounded shall pay all costs of impoundment before release of such owner's impounded animal."

m) It shall be unlawful for any owner or person having possession, charge, custody, or control of any animal to have such animal confined or restricted in its movement so as to allow less than two (2) square foot of area for every pound of body weight of the animal, unless the confinement is temporary while the animal is being transported, and such confinement shall not exceed twenty-four (24) hours at one time and the animal shall be allowed to move about and exercise at least every tow (2) hours during that twenty-four (24) hour period. The Humane Society of South Mississippi, Inc., veterinary hospitals, boarding kennels, and pet shops are exempt from complying with the provision of this section but must follow all state federal guidelines for its operation.

SECTION 2. That Section 5, entitled "CONTROL OF ANIMALS" of Ordinance No. 488 of the City of Long Beach, Mississippi, is hereby amended to read as follows:

"Section 5. CONTROL OF ANIMALS

a) It shall be unlawful for any person to permit any animal to run at large within the city limits of Long Beach, Mississippi.

1) An animal is deemed to be running at large when not on a leash, lead, cord or chain or behind a fence or enclosure, or under the control of a competent person.

2) An animal is deemed to be running at large if it enters upon the property of a person or entity other than that of the animal's owner without the permission of the owner of that property.

3) A dog that is participating in a hunt with the owner or custodian in attendance, has an owner identification tag, is currently vaccinated for rabies, and is wearing a rabies tag is not to be considered as an animal running at large.

b) An animal control officer may seize or cause to have seized any animal whose owner is found to be in violation of subsection a) of this section and impound or cause to have impounded such animal in a designated animal shelter. Upon seizure of an animal, the Long Beach Police Department shall serve notice upon the owner of the animal, if possible, and shall post prominently a notice to the owner or custodian to inform such person that the animal has been seized. Such notice shall contain a description of the animal seized, the date seized, the name of the Long Beach Police Department as the law enforcement agency seizing the animal, and the name and address of the animal shelter where the animal is impounded. The owner of such animal may, within five days (holding period) from the date that the animal was impounded, claim his animal from the shelter upon paying all costs of such sheltering and medical treatment to such animal incident to such sheltering, or may, within such five day time period, request a hearing before the Long Beach Municipal Court to determine whether or not such animal was lawfully seized. If the animal is not reclaimed by the owner by the end of the holding period, and if no hearing is requested within the aforesaid five day time period, the animal may be humanely disposed of by sale, adoption, or euthanasia.

c) Before any animal is released to its owner, all citations shall be paid to the City of Long Beach, together with all impoundment costs incurred for the impoundment of such animal, including but not limited to veterinarian care, housing and feeding provided by or at the instance of the animal shelter.

d) Proof of current rabies vaccination shall be provided before release of any seized animal from the animal shelter. If no proof of current rabies vaccination is produced, the animal shall be vaccinated for rabies at the expense of its owner before the animal is released.

e) The penalties for an animal running at large are:

1) for animals other than "dangerous dogs" as described in Section 8, hereafter:
   a. First offense, rabies tag on the animal - $25.00 fine
   b. Subsequent offenses, rabies tag on the animal - $50.00 fine

2) for dogs determined prior to being found to be running at large to be "dangerous dogs" as described in Section 8, hereafter, the penalty shall be as follows:

   a. First offense - $500.00 fine
   b. Second or subsequent offense - animal shall be confiscated by the Court, and after notice and hearing as provided in Section 5(b), above, such animal shall be euthanized as provided in Section 14 of this Ordinance.

f) The penalties provided in sub-section e), above, shall be levied and paid in addition to those costs described in subsection 5(c), above.

g) All penalties for animals other than "dangerous dogs" found to be running at

large and which have not been neutered shall be suspended if the owner chooses to have the animal neutered at a reduced charge at the animal shelter. There shall be no such suspension of fine for any animal found to be running at large which is neutered at the time of seizure, or for any animal determined to be a "dangerous dog" prior to its seizure."

h) **Sale of Animals; prohibitions, exemptions and enforcement**

It shall be unlawful to sell, trade, barter, lease, auction, give away or display a live animal on a roadside, public right-or-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale or similar event. This section shall not apply to the Humane Society of South Mississippi, animal welfare organizations designated as a 501(c)(3) by the Internal Revenue Service, established businesses whose sole purpose is related to the care and maintenance of pets or entities who have both a valid business license issued by the City of Long Beach provided that prior to release of the animal it has been administered all necessary vaccinations as required by law and has been spayed or neutered. A violation of this section shall be considered a misdemeanor. Any person or entity authorized to enforce the provisions of this chapter shall have the authority to impound any animal found in violation of this section. The impounded animal may be reclaimed within five (5) days of impoundment upon payment of the costs incurred in confining and keeping of such animal during impoundment.

SECTION 3. That Section 7, entitled "IMPOUNDMENT AND RECOVERY OF ANIMALS" of Ordinance No. 488 of the City of Long Beach, Mississippi, is hereby amended to read as follows:
"Section 7. IMPOUNDMENT AND RECOVERY OF ANIMALS

a) Any dog, cat, other animal or fowl caught, picked up or impounded while running at large by an animal control officer shall be forthwith turned over to a designated animal shelter. Notice shall be posted and served upon the owner as provided in Section 5(b), above, and the owner shall be entitled to request and be granted a hearing as provided in said Section 5(b). Any impounded animal may be reclaimed by its owner within 5 days of impoundment upon the payment of the costs incurred in its seizure, impoundment, keeping and medical treatment during impoundment, the payment of any fine, and upon showing proof of current rabies vaccination. Additionally, the police officer, animal control officer, or any other person designated by the city to enforce these provisions shall scan impounded animals for presence of a microchip and shall make reasonable efforts to notify the owner of any animal with a microchip or with any other form of identification that the animal has been impounded and inform such owner of the procedure and condition for redeeming the animal. The police officer, animal officer, or other person as may be designated by the city council may seize or caused to be seized any animal whose owner, keeper, or harborer is found to be in violation of any part of this ordinance, and shall impound or cause to be impounded such animal in a designated shelter. Such animal shall be held for a period not to exceed five (5) days, and if reasonable corrections are not made by the owner, keeper, or harborer, of the animal so that the owner, keeper, or harborer is no longer in violation of this ordinance, then the

animal shall be released to the local animal shelter. The animal officer shall designate to the owner, keeper, or harborer of the animal what corrective action is required to be in compliance with this ordinance. Thereupon, the impounded animal may be reclaimed within five (5) days of impoundment, upon payment of the cost of inserting a microchip in the animal and where applicable; payment of the cost of spaying or neutering the animal; payment of a One Hundred Twenty Dollar ($120.00) fine for restitution and recovery in caring for the animal; and upon showing proof of current rabies vaccination. All animals shall be microchipped prior to being returned to an owner or released for adoption. Animals impounded for a second or subsequent time shall be spayed or neutered prior being returned to an owner or released for adoption. The cost of inserting a microchip and the cost of spaying or neutering shall not exceed the actual reasonable cost incurred by the Humane Society of South Mississippi, its authorized agents, or any other agency authorize by law to perform these procedures.

b) The animal control officer, in the course of his duties of investigation of cases in which animals have bitten persons or other animals shall, if possible, notify the owner of such event. In the event that the owner of the animal has proof of current rabies vaccination, the animal control officer may:

1) Require that the animal be surrendered to the animal control officer to be placed in the animal shelter in a separate kennel for a period of not less than 10 days; or

2) Require that the animal be surrendered to the animal control officer to be placed with the owner's veterinarian for observation for a period of not less than 10 days

In the event the owner of the animal has no proof that the animal has been vaccinated for rabies within the prior 12 months, or within the period required by the Mississippi Department of Health, to the bite incident, the animal must be surrendered to the animal control officer and must be impounded at the animal control shelter for a period of not less than 10 days.

c) Any animal suspected by the animal control officer of having rabies shall be subject to impoundment and observation at the animal shelter for a period of not less than 10 days.

d) Any animal found to be infected with rabies shall be forthwith destroyed in as humane a manner as possible, under the circumstances, but neither it, nor any animal suspected to be infected with rabies shall be destroyed in such a manner that damages the head of the animal.

e) All costs associated with any impoundment as detailed in this section shall be paid by the owner before the animal may be released."

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance, or the

application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this ordinance.

SECTION 5. Effective Date

This Ordinance shall take effect and be in force thirty (30) days from and after publication of notice given as provided by law, and this Ordinance shall be enrolled in the Ordinance Book of the City as by law provided.

The above and foregoing Ordinance No. 576 was introduced in writing by Alderman Anderson who moved its adoption. Alderman Parker seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

The question being put to a roll call vote by the Mayor Pro-Tempore, 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	Present, Not Voting
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 said Ordinance 576 adopted and approved this the 20th day of July, 2010.

APPROVED:

BILLY SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

* *

The Glass Steagall Act was tabled until further notice.

* *

The ordinance prohibiting cannabinoids was taken under advisement for further consideration at the next regular meeting, August 3, 2010.

* *

Appointment to the Motor Vehicle for Hire Commission was taken under advisement further consideration at the next regular meeting, August 3, 2010.

* *

Alderman Anderson made motion seconded by Alderman Parker and unanimously carried approving use of the city logo by South Mississippi Planning and Development District for their portfolio.

* *

Craig High, Project Engineer, Jeff Davis Avenue Improvements Project, addressed the Board of Aldermen regarding the light poles and discolored metal covers on Jeff Davis Avenue. He reported that the painting of the poles and correction of discolored metal covers are in the process of being corrected.

* *

The Ward 3 appointment to the Long Beach Planning Commission was taken under advisement for further consideration at the next regular meeting, August 3, 2010.

* *

The Cable Franchise Ordinance was taken under advisement for further consideration at next regular meeting, August 3, 2010.

* *

The Video Service Agreement was taken under advisement for further consideration at the next regular meeting, August 3, 2010.

* *

Due to the absence of James C. Simpson, Jr., there was no City Attorney's report.

* *

There came on for consideration again the regular meeting and executive session minutes of the Port Commission date July 15, 2010, said minutes having been taken under advisement earlier during the course of this meeting.

Upon further discussion, Alderman Hammons made motion seconded by Alderman Ponthieux to approve the aforementioned minutes, as submitted.

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

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

Alderman Ronnie Hammons, Jr. voted Aye

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

* *

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

* *

Minutes of July 20, 2010
Mayor and Board of Aldermen

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