MUNICIPAL DOCKET
REGULAR MEETING OF DECEMBER 16, 2014
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

* *

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. ROLL CALL AND ESTABLISH QUORUM

IV. BIDS

V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- 1. Appreciation – Lois' Flower Shop; Christmas Bows for Lamp Posts
- 2. Presentation – Tom Sawyer; 2015 Insurance Renewals

VI. AMENDMENTS TO THE MUNICIPAL DOCKET

VII. * PUBLIC COMMENTS-AGENDA ITEMS ONLY

VIII. APPROVE MINUTES:
- 1. MAYOR AND BOARD OF ALDERMEN
  - a. December 2, 2014 (Regular/Executive Session)
- 2. PLANNING COMMISSION
  - a. December 11, 2014 (Regular)

IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
- 1. a. 121614

X. DEPARTMENTAL BUSINESS
- 1. MAYOR'S OFFICE
- 2. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
- 3. PERSONNEL
  - a. Harbor - (1) Step Increase
  - b. Recreation – (1) Step Increase
  - c. Fire Department - (1) New Hire; (11) Step Increases
  - d. Police Department – (2) Step Increases; (5) Promotions; (1) New Hire
- 4. POLICE DEPARTMENT
  - a. Contract; Non-Compensated Special Contract Agent
- 5. ENGINEERING
  - a. Supplemental Agreement #2; Drainage/Sidewalk Improvements-Commission Road
  - b. Final Acceptance; Harbor Fuel Facility
  - c. Final Acceptance; 2013 Sewer Rehabilitation
- 6. CITY CLERK
  - a. Revenue/Expense Report – November/2014
  - b. Holiday Schedule 2014-2015
  - c. Cemetery – Quit Claim Deed
- 7. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS

XI. NEW BUSINESS
- 1. USM – Request "No Parking" Signs on Beach Park

XII. REPORT FROM CITY ATTORNEY

XIII. *PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA

XIV. ADJOURN (OR) RECESS

** ALL PUBLIC COMMENTS ARE LIMITED TO A MAXIMUM OF TWO (2) MINUTES PER PERSON, NOT TO EXCEED A TOTAL OF TEN (10) MINUTES EACH FOR PUBLIC COMMENTS.*

Minutes of December 16, 2014
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 City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in December, 2014, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen, Alan Young, City Clerk Rebecca E. Schruff, and Attorney T. Russell Nobile.

City Attorney James C. Simpson, Jr., was absent the meeting.

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

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The meeting was called to order and the Mayor and Board of Aldermen expressed their appreciation to Lois' Flower Shop for the donation of Christmas bows on the Jeff Davis Avenue lamp posts; and to Shelda Jones and the Main Street Board for their hard work on Christmas on the Avenue at the Town Green.

* *

The Mayor recognized Mr. Tom Sawyer, Brown and Brown of Mississippi, LLC, insurance agent of record for the City of Long Beach to present insurance renewal premiums.

Mr. Sawyer answered questions and provided additional information, and after considerable discussion, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve insurance renewals, as follows:

- Liability Package – Mississippi Municipal Service Company (includes General Liability, Automobile Liability, Law Enforcement Liability, Public Officials Liability) in the amount of $103,740.00.
- Auto Physical Damage – National Liability & Fire, in the amount of $87,163.00.
- Real & Personal Property (including earthquake and excess flood; and 3% deductible per occurrence on named windstorm) in the amount of $150,686.25.
- Wind Deductible Buy Down – Underwriters at Lloyds, in the amount of $39,207.38.
- Property Excess – Arch Specialty Insurance Company in the amount of $41,495.03.
- Equipment – Atlantic Specialty Insurance in the amount of $15,518.00.

- Excess Flood (Library) – Lexington Insurance Company in the amount of $5,701.43.

It was noted for the record that the City Attorney will review the "Notice and Acknowledgement of Carrier Financial Status" and the Broker Services Agreement by and between the City of Long Beach and Brown & Brown of Mississippi, LLC, for execution upon his approval; departments will review the vehicle/equipment schedule for accuracy; a walk-through of locations listed on the Statement of Values will be conducted by the Agent of Record, Tom Sawyer and a city official; the LED sign at the Town Green will be added to the schedule and a "no dollar limit" replacement cost coverage will be considered contingent upon premium cost; and lift station exclusions will be reviewed.

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There were no proclamations, amendments or public comments to the agenda.

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Alderman Young made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting and executive session minutes of the Mayor and Board of Aldermen dated December 2, 2014, as submitted.

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Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated December 11, 2014, as submitted. **NOTE**: the Mayor and Board of Aldermen will conduct a public hearing, Tuesday, February 3, 2015, at 5:00 o'clock p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to consider the following:

- Zoning Text Change – Add Section 143: Area and Height Requirements, Table 1 (Front setback requirements on Arterial Streets);
- Zoning Text Change – Replace Article XVI Signs.

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Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve payment of invoices as listed in Docket of Claims number 121614.

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There was no report from the Mayor's Office.

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Minutes of December 16, 2014
Mayor and Board of Aldermen

There was no action required or taken regarding CDBG matters.

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Based upon the recommendation of Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to approve personnel matters, as follows:

HARBOR:

- Step Increase, Harbor Master William Angley, H-15-XI, effective February 1, 2015.

RECREATION:

- Step Increase, Laborer Robbie Collins, CSH-1-V, effective December 1, 2014.

FIRE DEPARTMENT:

- New Hire (Lateral Transfer) Firefighter 2nd Class Josh McGoey, FS-7, effective February 1, 2015 [Note: Reimbursement for training will be forthcoming to Pass Christian per State Statute 21-25-3];
- Step Increase, Driver/Operator Craig Ahlers, FS-10-VI, effective February 1, 2015;
- Step Increase, Firefighter Josh Allen, FS-9-III, effective January 16, 2015;
- Step Increase, Driver/Operator Brandon Bates, FS-10-VII, effective February 1, 2015;
- Step Increase, Driver/Operator Jared Bolton, FS-10-IV, effective January 1, 2015;
- Step Increase, Firefighter 2nd Class Lance Dunn, FS-7, effective January 16, 2015;
- Step Increase, Driver/Operator Jake Heinrichs, FS-10-XI, effective February 1, 2015;
- Step Increase, Firefighter 2nd Class Chase Hendry, FS-9-B, effective February 1, 2015;
- Step Increase, Firefighter 1st Class Grady Holder, FS-9-II, effective January 1, 2015;
- Step Increase, Driver/Operator Brian Moore, FS-10-IV, effective February 1, 2015;
- Step Increase, Firefighter 1st Class Derek Palmer, FS-9-III, effective January 16, 2015;
- Step Increase, Lieutenant Richard Scott, FS-12-VI, effective December 1, 2014.

POLICE DEPARTMENT:

- Step Increase, Dispatcher 1st Class Amy Johnson, PS-3-VIII, effective January 1, 2015;
- Step Increase, Lieutenant Kipper Thomas, PS-12-XII, effective January 16, 2015;
- Promotion, Police Officer 1st Class to Sergeant, Cindy Hodges, PS-11-VII, effective January 1, 2015;

- Promotion, Patrol Officer 1st Class to Sergeant, Eddie Hilliard, PS-11-II, effective January 1, 2015;
- Promotion, Patrol Officer 1st Class to Sergeant, Clark Ladner, PS-11-IV, effective January 1, 2015;
- Promotion, Detective Sergeant to Lieutenant, Patrick Craig, PSA-12-VI, effective January 1, 2015;
- Promotion, Sergeant to Lieutenant, Daniel Pavolini, PS-12-VI, effective January 1, 2015;
- New Hire, Recruit Police Officer Kenneth French, PS-5-B, effective December 16, 2014.

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Alderman Ponthieux made motion seconded by Alderman Lishen and unanimously carried to approve agreement by and between Non-Compensated Special Contract Agent Phillip Carden (SCA) and the Director of the Mississippi Bureau of Narcotics (Director), as follows:

STATE OF MISSISSIPPI
COUNTY OF Harrison

NONCOMPENSATED SPECIAL CONTRACT AGENT

CONTRACT

THIS AGREEMENT, made between the Director of the Mississippi Bureau of Narcotics, P.O. Box 720519, Byram, MS 39272, hereinafter referred to as "Director", and **PHILLIP CARDEN** to be called a **NONCOMPENSATED SPECIAL CONTRACT AGENT**, hereinafter referred to as "SCA".

WITNESSETH:

WHEREAS, the Director desires the benefit of the services of SCA for those purposes and duties hereinafter enumerated, under the terms and conditions hereinafter set forth; and,

WHEREAS, the SCA is willing to provide such services on a noncompensated basis under the terms and conditions hereinafter set forth; and,

WHEREAS, the Director and SCA recognize and understand that the specific legal authority authorizing this contract is Section 41-29-112 of the Mississippi Code of 1972, as amended, all the terms and provisions of which are incorporated herein and made a part hereof by reference;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the SCA and the Director, to perform in accordance with the terms and conditions of this contract, the Director, Mississippi Bureau of Narcotics, hereby designates SCA to be a Noncompensated Special Contract Agent of the Mississippi Bureau of Narcotics with the authority, subject to the conditions of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations. SCA will be known and identify himself as a special contract agent for **MISSISSIPPI BUREAU OF NARCOTICS**. Both the Director and SCA agree as follows:

I. DUTIES

SCA agrees and promises to perform services and duties as assigned by the Director of the Mississippi Bureau of Narcotics, or his designee, in accordance with Sections II through X below. Such services and duties to be assigned SCA shall be consistent with the accomplishment of the intent, purpose and objective of the Mississippi Uniform Controlled Substances Law, Section 41-29-101, et seq. of the Mississippi Code of 1972, as amended, and shall be necessary for the lawful detection and apprehension of violators of the law and for the lawful preservation and presentation of evidence of such violations to the appropriate Grand Jury, the proper prosecuting authority, and to the court. SCA will be assigned duties and have authority to act in cases related to drug investigations with the **MISSISSIPPI BUREAU OF NARCOTICS.**

II. STATUS OF SPECIAL CONTRACT AGENT

SCA is a regular full-time employee of **LONG BEACH POLICE DEPARTMENT** (as well as being an SCA) and while functioning as a regular full-time employee of said **POLICE DEPARTMENT,** SCA should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment. SCA shall not be considered as an employee of the Mississippi Bureau of Narcotics for any purpose. While functioning as an SCA under this contract, he shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi, (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provision specifically relating to public employment, as the above provisions apply to the Bureau. The relationship now being formed does in no way guarantee full employment either in the present or future for the SCA now entering this agreement. SCA SHALL BE AN

INDEPENDENT CONTRACTOR, and not receive compensation from the Bureau. While functioning as an SCA, he shall not be entitled to participate in any group health or life insurance plan offered by the Mississippi Bureau of Narcotics or the State of Mississippi through the Bureau nor shall he be entitled by this contract to coverage by Mississippi Workers' Compensation as applicable to the Mississippi Bureau of Narcotics. Further, badges, weapons, and other personal equipment will be furnished by the Special Contract Agent's permanent employer. However, appropriate credentials will be furnished by the Bureau for the SCA.

The SCA shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him. However, legal representation will not be afforded SCA by the Bureau for claims or criminal charges arising from the performance of duties under this agreement. Said representation must come from the permanent employer of the SCA.

III. SERVICES OF SCA

SCA agrees to faithfully perform the duties assigned to him by the Bureau to the best of his ability. Further, SCA agrees to keep inviolate the confidences, secrets, and non-public information of the Mississippi Bureau of Narcotics, whether written or oral, and will not communicate same in any way unless authorized to do so. Moreover, SCA warrants that the performance of the duties assigned to him under this contract shall be conducted without conflict with his employment by any other federal, state, or local government agency. Duties performed and time devoted in the furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCA if otherwise employed or officially appointed. SCA agrees to follow Bureau methods and procedures to include: field testing, chain of custody, evidence handling, case reporting and handling of public funds. The Bureau agrees to train SCA in such Bureau methods and procedures.

The SCA agrees that he will not participate in drug enforcement activities outside the jurisdiction of his regular employment except under the direct supervision, direction and control of the Director of the Mississippi Bureau of Narcotics or his designee.

IV. DURATION OF CONTRACT AND TERMINATION REQUIREMENTS

Notwithstanding the fact that this agreement may or may not be executed by the parties on the same date, it is specifically understood and agreed that this contract shall commence on **DECEMBER 10, 2014** and shall terminate on **JUNE 30, 2015** unless terminated otherwise as stated below. However, in no case shall the duration of this contract exceed one year, to be renewed at the option of both parties.

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the Mississippi Bureau of Narcotics, ATTENTION: Director, at P. O. Box 720519, Byram, MS 39272, or to SCA at **14303 TORI DAWN DRIVE, GULFPORT, MS 39503.** Notice to the permanent employer of SCA will also be given by the Bureau. Notice given pursuant to the provisions of this paragraph shall be deemed sufficient for all purposes.

This contract shall automatically terminate at such time as SCA is no longer employed by the agency who sponsored SCA for appointment as a Noncompensated Special Contract Agent. SCA agrees to immediately notify the Director and the appropriate MBN District Commander in all instances of either job reassignment, suspension or termination by his sponsoring employer. Notice will not be required to terminate the authority to act as an SCA under these circumstances. This contract shall automatically terminate upon the death of SCA and no notice of such termination

shall be required.

The Mississippi Bureau of Narcotics shall have sole discretion to determine whether SCA is capable of fully performing the duties required of him by this contract. Should this contract be terminated because of the SCA's inability to fully perform his duties because of any physical or mental disability. SCA shall be given immediate notice of said termination.

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCA. SCA shall, as a condition to appointment as a SCA, meet the same requirements imposed on a Bureau agent regarding background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations provided, however, that SCA is not less than twenty-one (21) years of age. SCA understands that he may be subject to random urinalysis testing and/or polygraph testing at the option of the Director or his designee and that failure to comply will result in the termination of this Agreement.

V. **ASSIGNABILITY**

SCA shall not assign any of his rights or duties arising under this contract, without the express written consent of the Director. Such unauthorized assignment shall automatically terminate this contract and no notice of such termination shall be required.

VI. **ELIGIBILITY OF SCA**

SCA covenants as an express condition of his eligibility to become a Special Contract Agent that he is qualified to be a Mississippi Law Enforcement Officer under provisions of Section 45-6-11

of the Mississippi Code of 1972 and holds a valid professional certificate issued by the Board on Law Enforcement Officer Standards and Training. SCA must have completed the initial firearms training required by his permanent employer and show proof of meeting requalification requirements, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of SCA and his employer.

VII. WAIVER OF CLAIM FOR DAMAGE

SCA agrees and promises to make no claim against the Director, nor against any Agent, employee or other SCA of the Mississippi Bureau of Narcotics for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCA's duties. SCA assumes the risk of any and all conditions, situations and hazards while performing his duties and specifically waive any and all notice of the existence of such conditions.

VIII. BONDED/INSURANCE

SCA promises that he is an authorized **POLICE OFFICER** and that prior to entering upon the discharge of duties as an SCA, he entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his office and said bond covers SCA when working outside the jurisdiction of his employer as an SCA. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCA, his surety, or the law enforcement unit, department, office or agency wherein SCA is regularly employed. The SCA's employer does hereby sign below acknowledging that the SCA is bonded and is individually named on the bond. Further, SCA certifies that his permanent employer has liability insurance that covers his performance of duty as an SCA and said insurance is effective outside the

jurisdiction of the permanent employer.

IX. MISCELLANEOUS

Any requirement that the SCA adhere to the policies and procedures of the Mississippi Bureau of Narcotics manual does not cause the incorporation, by reference or otherwise, of the manual as part of this contract. No contractual obligations arise therefrom or accrue against the Mississippi Bureau of Narcotics.

This contract represents the sole and exclusive agreement between the parties hereto and any changes, modifications or amendments must be made in writing and signed by all parties.

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

The Mississippi Bureau of Narcotics, an agency of the State of Mississippi, in no way waives its sovereign immunity and such shall be controlling over any conflicting provision contained herein.

By affixing the signatures below, Director and SCA hereby cause this contract to take effect and both agree to be bound by the terms and conditions set forth above.

X. SPECIAL PROVISIONS

The Director reserves the right and in no way waives this right to conduct the customary and usual background investigation, including but not limited to the use of polygraph, urinalysis or other scientific tests.

As a condition before entering into this Agreement, SCA agrees to provide the Bureau on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the Bureau, certification of Surety Bond/Liability Insurance Coverage, and certification of weapons qualification.

IN WITNESS WHEREOF, the parties have knowingly and willfully covenanted agreement on this the 10th day of December, 2014.

MISSISSIPPI BUREAU OF NARCOTICS

BY: _____
DIRECTOR

_____
WITNESS

BY: _____
SPECIAL CONTRACT AGENT

I hereby request that the Director, Mississippi Bureau of Narcotics, appoint **PHILLIP CARDEN** to be a Noncompensated Special Contract Agent under Section 41-29-112 of the Mississippi Code of 1972 and specifically agree to his serving as an SCA under the conditions set forth in this contract. I specifically understand that the Bureau will not provide legal representation for this SCA for any claims arising from the performance of duties or alleged performance of duty as an SCA and agree that all legal liabilities and costs are the responsibility of **LONG BEACH POLICE DEPARTMENT.**

I certify that:

(1) He is bonded as a condition of his employment and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of **LONG BEACH POLICE DEPARTMENT** while working as an SCA.

(2) **LONG BEACH POLICE DEPARTMENT** has liability insurance that covers its law enforcement officers while in the performance of duty as an SCA. Said insurance policy will remain in effect during the life of this contract. The undersigned agrees to immediately notify the Mississippi Bureau of Narcotics if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of **LONG BEACH POLICE DEPARTMENT** while working as an SCA.

(3) He has been certified under Section 45-6-11, Mississippi Code of 1972 by the Board on Law Enforcement Officer Standards and Training and that such certification is current.

(4) He has met the firearms training requirements of my law enforcement agency and that required requalifications are current and will remain current during the life of this contract.

Further, he has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922 (g)(9).

(5) That this request to appoint **PHILLIP CARDEN** as an SCA and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the **BOARD OF ALDERMEN.**

WITNESS

CHIEF OF POLICE

(Printed Name)

WITNESS

BOARD OF ALDERMEN

(Printed Name)

* *

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

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

December 8, 2014

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

RE: Supplemental Agreement #2
Drainage and Sidewalk Improvements along Commission Rd

Ladies and Gentlemen:

Please find the attached Supplemental Agreement #2 for the above referenced project. This modification to the contract results in an increase in the contract time of 22 productive days, and is supported by the materials attached to the agreement. After a number of revisions, MDOT is in support of this contract change and we hereby recommend approval of this Supplemental Agreement and authorization for the mayor to execute the document immediately.

Sincerely,

David Ball, P.E.

DB:1895
Enclosure

CSD-720-LPA Sheet 1 of 2

CITY OF LONG BEACH, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, WE Gulf Breeze Landscaping, LLC., Contractors, and U.S. Specialty Insurance Co., Surety, entered into a contract with the City of Long Beach, LPA, on the 1st day of April, 2014, for the construction of Federal Aid Project No. SRSP-9368-00(001) LPA/105864-401000, Harrison, County; and

WHEREAS, it was determined that the existing drainage facilities crossing Daugherty Road at Sta. ~1+20 were inadequate due to existing damage and unforeseen circumstances, a new culvert crossing Daugherty Road was required to be installed; AND

WHEREAS, a quantity adjustment for this work was already performed and submitted as Quantity Adjustment No. 2; AND

WHEREAS, the contract provides that the contract time may be increased if it can be established that the extra work was of such character that it required more time than is indicated by the money value; AND

WHEREAS, the work required performed as part of Quantity Adjustment No. 2 required one (1) productive day to complete; AND

WHEREAS, the Contractor experienced a lack of production which was outside of his control, such as unforeseen 3rd party utility conflicts and poor weather conditions; AND

WHEREAS, in Special Provision 907-108-30, the contract provides that the contract time may be extended when available productive days do not meet the "anticipated productive days" which was calculated at 64 days; AND

WHEREAS, the original completion date was July 30, 2014 based on 100 calendar days in contract time; AND

WHEREAS, the contractor only had 42 productive days available during the calendar day contract time; AND

WHEREAS, the contractor is due a time extension equivalent to 22 productive days for the above stated reasons;

NOW THEREFORE, it is mutually agreed that the addition of 22 productive days will result in a revised completion date of September 2, 2014 with a total of 134 calendar days in contract time. Work addressed herein will not be reconsidered for any increase in contract time. It is mutually agreed that the above stated time allowance and the unit prices shown herein shall be full and final compensation for time, traffic control, labor, materials, equipment, and incidentals used in completing the work described herein.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein;

NOW, THEREFORE, WE, Gulf Breeze Landscaping, LLC, Contractors, and U.S. Specialty Insurance Co., Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

CSD-720-LPA Sheet 2 of 2

Dated, this _____ day of _____, 20___

_____ Surety

_____ Contractor

RECOMMENDED FOR APPROVAL:

_____ LPA Professional

_____ MDOT District Engineer

APPROVED:

Mississippi Department of Transportation

By: _____ LPA Official

_____, 2014

Book: _____

Page _____

Minutes of December 16, 2014
Mayor and Board of Aldermen

CITY OF LONG BEACH, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET (PAGE 1 OF 1)

PROJECT NO: SRSP-9368-00(001)/105864-401000
HARRISON COUNTY

DETAILED EXPLANATION OF NECESSITY OF WORK & TIME INVOLVED:

1. The project was initially designed to install drainage culverts up to Sta. 1+20. However, during construction, it was determined by visual observation, that the existing culverts were damaged and inadequate to properly convey stormwater from the project site. Therefore, it was determined to install a new culvert across Daugherty Road. This addition consisted of:
   a. Sawcut, removal, and disposal of existing pavement section.
   b. Removal and disposal of existing culvert.
   c. Installation of the new culvert across Daugherty Road.
   d. Preparation of sub-grade, along with installation and compaction of 610 stone base material.
   e. Installation of asphalt pavement.

   The items above do not result in a significant increase in contract cost; however, they do justify a time extension of 1 productive day for performance of all the described work and related items.

2. Furthermore, the Contractor experienced a lack of production due to extreme weather; and was additionally when encountering 3rd party utilities. All known utility conflicts were relocated prior to the beginning of work, however, additional conflicts were discovered during construction. Coordinating with these 3rd party utility owners during construction resulted in a lack of production while relocation of the utilities took place.
   a. The lack of productive days is supported by the attached CSD-765-LPA forms for the months of April 2014 through September 2014.
   b. The loss of production due to encountering 3rd party utility conflicts occurred on: 5/19/2014, 5/22/2014, 5/23/2014, 6/6/2014, 6/16/2014, 6/20/2014, 6/21/2014, 6/23/2014, 7/1/2014, 7/8/2014, and 7/10/2014.

TIME ADDED - Due to Delays (Weather & Utility Conflicts): 21 Productive Days
TIME ADDED – Additional Work: 1 Productive Day
TOTAL TIME ADDED: 22 Productive Days (33 Calendar Days)

_____
PROJECT PROFESSIONAL

_____
LPA OFFICIAL

Minutes of December 16, 2014
Mayor and Board of Aldermen

CSD-765-LPA
Rev 01/2013

LOCAL PUBLIC AGENCY:
ASSESSMENT REPORT FOR AVAILABLE PRODUCTIVE DAYS

Date: 9.18.2014

Project No: STSP-9368 / LPA 105064

County: HARRISON

PERIOD 4.22.2014 TO 4.30.2014

Month					
APRIL	1		17		
	2		18		
	3		19		
	4		20		
	5		21		
	6		NTP 22	0	
	7		23	0	
	8		24	0	
	9		PRE-CON 25	1	
	10		26	0	
	11		27	0	
	12		28	1	
	13		29	0	
	14		30	1	
	15		31	0	
	16				

TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED DURING THIS PERIOD	~~0.0~~ 3
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY ASSESSED	0
TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED	~~0.0~~ 3
TOTAL AVAILABLE PRODUCTIVE DAYS THIS PERIOD FROM THE TABLE	$4.5\ (\frac{9}{30} \times 15)$
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY FROM THE TABLE	
TOTAL AVAILABLE PRODUCTIVE DAYS FROM TABLE	~~0.0~~ 4.5

Project Engineer 9.18.2014 ~~9.18.2014~~ 10.29.2014

Original: Contractor
Copies: Project File
LPA Official
District LPA Coordinator

Minutes of December 16, 2014
Mayor and Board of Aldermen

CSD-765-LPA
Rev 01/2013

LOCAL PUBLIC AGENCY:
ASSESSMENT REPORT FOR AVAILABLE PRODUCTIVE DAYS

Date: 9.18.2014

Project No: SRSP-9368/ LPA 105864

County: HARRISON

PERIOD 5.1.2014 TO 5.31.2014

MAY
Month

1	1	17	0
2	1	18	0
3	0	19	X 0
4	0	20	1
5	1	21	1
6	1	22	X 0
7	1	23	X 0
8	1	24	0
9	0	25	0
10	0	26	1
11	0	27	1
12	1	28	0
13	1	29	0
14	0	30	0
15	1	31	0
16	1		

TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED DURING THIS PERIOD	~~0.0~~ ~~17~~ 14
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY ASSESSED	3
TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED	~~0.0~~ ~~20~~ 17
TOTAL AVAILABLE PRODUCTIVE DAYS THIS PERIOD FROM THE TABLE	19
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY FROM THE TABLE	4.5
TOTAL AVAILABLE PRODUCTIVE DAYS FROM TABLE	~~0.0~~ 23.5

9.18.2014 10.29.2014
Project Engineer

Original: Contractor
Copies: Project File
LPA Official
District LPA Coordinator

CSD-765-LPA
Rev 01/2013

LOCAL PUBLIC AGENCY:
ASSESSMENT REPORT FOR AVAILABLE PRODUCTIVE DAYS

Date: 9.18.2014

Project No: SRSP-9368/ LPA 105864

County: HARRISON

PERIOD 6.1.2014 TO 6.30.2014

JUNE
Month

1	0	17	1
2	0	18	1
3	0	19	1
4	0	20	+0
5	1	21	+0
6	+0	22	0
7	0	23	+0
8	0	24	0
9	1	25	1
10	1	26	0
11	0	27	0
12	1	28	0
13	0	29	0
14	0	30	0
15	0	31	
16	+0		

TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED DURING THIS PERIOD	0.0 ~~15~~ 8
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY ASSESSED	~~20~~ 17
TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED	0.0 ~~35~~ 25
TOTAL AVAILABLE PRODUCTIVE DAYS THIS PERIOD FROM THE TABLE	20
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY FROM THE TABLE	23.5
TOTAL AVAILABLE PRODUCTIVE DAYS FROM TABLE	~~0.0~~ 43.5

Project Engineer ~~9.18.2014~~ 10.29.2014

Original: Contractor
Copies: Project File
LPA Official
District LPA Coordinator

CSD-765-LPA
Rev 01/2013

LOCAL PUBLIC AGENCY:
ASSESSMENT REPORT FOR AVAILABLE PRODUCTIVE DAYS

Date: 9.18.2014

Project No: SRSP-9368/LPA 105864

County: HARRISON

PERIOD 7.1.2014 TO 7.31.2014

JULY Month

1	~~1~~ 0	17	1
2	1	18	1
3	1	19	0
4	0	20	1
5	0	21	0
6	0	22	0
7	1	23	0
8	~~1~~ 0	24	1
9	1	25	1
10	~~1~~ 0	26	1
11	1	27	0
12	0	28	1
13	0	29	1
14	1	30	1
15	1	31	1
16	1		

TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED DURING THIS PERIOD	~~0.0~~ ~~21~~ 18
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY ASSESSED	~~33~~ 25
TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED	~~0.0~~ ~~54~~ 43
TOTAL AVAILABLE PRODUCTIVE DAYS THIS PERIOD FROM THE TABLE	21
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY FROM THE TABLE	43.5
TOTAL AVAILABLE PRODUCTIVE DAYS FROM TABLE	~~0.0~~ 64.5

9.18.2014 10.29.2014
Project Engineer

Original: Contractor
Copies: Project File
LPA Official
District LPA Coordinator

CSD-765-LPA
Rev 01/2013

LOCAL PUBLIC AGENCY:
ASSESSMENT REPORT FOR AVAILABLE PRODUCTIVE DAYS

Date: 9.30.2014

Project No: SRSP-936B / LPA 108564

County: HARRISON

PERIOD 8.1.2014 TO 8.31.2014

AUGUST Month

1	1	17	0
2	0	18	1
3	0	19	1
4	1	20	1
5	1	21	1
6	1	22	1
7	1	23	0
8	1	24	0
9	1	25	1
10	1	26	1
11	1	27	1
12	1	28	1
13	1	29	1
14	1	30	0
15	1	31	0
16	0		

TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED DURING THIS PERIOD	0.0 ~~23~~
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY ASSESSED	~~54~~ 43
TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED	~~0.0~~ ~~77~~ 66
TOTAL AVAILABLE PRODUCTIVE DAYS THIS PERIOD FROM THE TABLE	21
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY FROM THE TABLE	64.5
TOTAL AVAILABLE PRODUCTIVE DAYS FROM TABLE	~~0.0~~ 85.5

~~9.30.2014~~ 10.29.2014
Project Engineer

Original: Contractor
Copies: Project File
LPA Official
District LPA Coordinator

CSD-765-LPA
Rev 01/2013

LOCAL PUBLIC AGENCY:
ASSESSMENT REPORT FOR AVAILABLE PRODUCTIVE DAYS

Date: 9.30.2014

Project No: SRSP-9368/105864

County: HARRISON

PERIOD 9.1.2014 TO _____

SEPT. Month

1	0	17	1
2	1	18	1
3	1	19	1
4	1	20	0
5	1	21	0
6	0	"COMPLETE" 22	1
7	0	23	
8	1	24	
9	1	25	
10	1	26	
11	1	27	
12	1	28	
13	0	29	
14	0	30	
15	1	31	
16	0		

TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED DURING THIS PERIOD	~~0.0~~ 14
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY ASSESSED	~~77~~ 66
TOTAL AVAILABLE PRODUCTIVE DAYS ASSESSED	0.0 91 80
TOTAL AVAILABLE PRODUCTIVE DAYS THIS PERIOD FROM THE TABLE	15 (20/30 x 22)
TOTAL AVAILABLE PRODUCTIVE DAYS PREVIOUSLY FROM THE TABLE	85.5
TOTAL AVAILABLE PRODUCTIVE DAYS FROM TABLE	0.0 100.5

~~9.30.2014~~ 10.29.2014
Project Engineer

Original: Contractor
Copies: Project File
LPA Official
District LPA Coordinator

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to approve Supplemental Agreement #2, Drainage and Sidewalk Improvements along Commission Road, all as forth above.

* *

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

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

December 8, 2014

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

RE: Hurricane Isaac Repairs – Harbor Fuel Facility
Final Acceptance – Cobb Environmental & Technical Services, 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 therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 4 (Summary), adjusting the contract quantities to conform to the completed work, for a net contract amount increase of $0.00. The final amount of the contract is $143,304.11.
2. Application for Payment Number 5 (Final), in the amount of $10,257.46, bringing the total of all payments to the amount of $143,304.11.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Contractor's Affidavit of Release of Liens.
6. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB/st: 1980
Enclosures

O:\1980\20141208 Re Final Acceptance Cobb.doc

Minutes of December 16, 2015
Mayor and Board of Aldermen

Change Order
No. 4 (Summary)

Date of Issuance: 12/3/2014 Effective Date: 12/3/2014

Project:	Owner: City of Long Beach	Owner's Contract No.:	
Contract:	Hurricane Isaac Repairs - Harbor Fuel Facility	Date of Contract:	9/27/2013
Contractor:	Cobb Environmental & Technical Services, Inc.	Engineer's Project No.:	1980

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

Description:

1. Addition of 46 calendar days due to delays in obtaining manual hose reel.

Attachments: (List documents supporting change):

1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$136,969.11

(Increase) in Contract Price from previous Change Orders No.
$6,335.00

Contract Price prior to this Change Order:
$143,304.11

(Decrease) in Contract Price due to this Change Order:
$0.00

Revised Contract Price incorporating this Change Order:
$143,304.11

CHANGE IN CONTRACT TIMES:

Original Contract Times: [ ] Working Days [90] Calendar days
Substantial completion (days or date): 2/1/2014
Ready for final payment (days or date):

(Increase) in Contract Time from previous Change Orders No.
Substantial completion (days or date): 238
Ready for final payment (days or date):

Contract Times prior to this Change Order:
Substantial completion (days or date): 9/27/2014
Ready for final payment (days or date):

(Increase) in Contract Time due to this Change Order:
Substantial completion (days or date): 46
Ready for final payment (days or date):

Contract Times incorporating this Change Order:
Substantial completion (days or date): 11/12/2014
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By:	By:
Date: 12.8.2014	Date: 12-3-14	Date:

ATTACHMENT TO CHANGE ORDER NUMBER 4 (Summary) PROJECT NO. 1980

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
FEMA PROJECT WORKSHEET NO. LBGRO20									
401-A	SITE WORK	0	L.S.	$118,390.00	$0.00			0	$0.00
401-B	SEWAGE PUMPOUT STATION	1	L.S.	$15,297.11	$15,297.11			1	$15,297.11
CO1-1	PAYMENT AND PERFORMANCE BOND	1	L.S.	$3,055.00	$3,055.00			1	$3,055.00
CO1-2	SITE WORK (LESS BOND COSTS)	1	L.S.	$115,335.00	$115,335.00			1	$115,335.00
CO2-1	STAGE I VAPOR RECOVERY (BALL FLOAT & VAPOR CONNECTION)	1	L.S.	$1,930.00	$1,930.00			1	$1,930.00
CO2-2	INTERSTITIAL TANK RISER & MANHOLE	1	L.S.	$500.00	$500.00			1	$500.00
CO2-3	INTERSTITIAL TANK ELECTRICAL MONITORING	1	L.S.	$650.00	$650.00			1	$650.00
CO3-1	EVALUATION OF TMS POS CONSOLE	1	L.S.	$235.00	$235.00		$0.00	1	$235.00
	Total FEMA Project Worksheet No. LBGR020				$137,002.11		$0.00		$137,002.11
BID SCHEDULE NO. 2 (B.I.G. PROGRAM)									
301-A	CONCRETE SIDEWALK AND SLOPE PAVING	1	L.S.	$3,282.00	$3,282.00		$0.00	1	$3,282.00
	Total Bid Schedule No. 2 (B.I.G. Program)				$3,282.00		$0.00		$3,282.00
NON-FEMA PARTICIPATING									
CO3-2	SS3020-25-26 MANUAL REWIND HOSE REEL (WITHOUT GUIDE ROLLERS) WITH 50' OF 1" HOSE	1	EA	$3,020.00	$3,020.00		$0.00	1	$3,020.00
	TOTAL NON-FEMA PARTICIPATING				$3,020.00		$0.00		$3,020.00
				TOTAL	$143,304.11		$0.00		$143,304.11

APPLICATION FOR PAYMENT NO. 5 Final

TO: City of Long Beach (OWNER)
Contract for: Hurricane Isaac Repairs - Harbor Fuel Facility Dated: 9/27/2013

OWNER'S Project No.: ENGINEER'S Project No.: 1980
For work accomplished through the date of: 11/12/2014
CURRENT CONTRACT AMOUNT: $143,304.11

ITEM		CONTRACTOR's Schedule of Values			Work Completed	
		Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK						$143,304.11
STORED MATERIALS						$0.00
TOTAL	$143,304.11					$143,304.11
(Orig. Contract)	$136,969.11					
CO #1	$0.00					
CO#2	$3,080.00					
CO#3	$3,255.00					
CO#4 Summary	$0.00					

Accompanying Documentation:

GROSS AMOUNT DUE	$ 143,304.11
LESS 0% RETAINAGE	$ 0.00
AMOUNT DUE TO DATE	$ 143,304.11
LESS PREVIOUS PAYMENTS	$ 133,046.65
AMOUNT DUE THIS APPLICATION	$ 10,257.46

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 5 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: Dec 3, 2014

Cobb Environmental & Technical Services, Inc.
871 South Green St.
Tupelo, MS 38804
CONTRACTOR

By: Brian Cobb

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: 12-8, 2014

A. GARNER RUSSELL & ASSOCIATES, INC.
ENGINEER

By:

ATTACHMENT TO PAY ESTIMATE NO. 5 Final PROJECT NO. 1980

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
FEMA PROJECT WORKSHEET NO. LBGR020											
401-A	SITE WORK	0	L.S.	$118,390.00	$0.00	0%	$0.00		$0.00	0.0%	$0.00
401-B	SEWAGE PUMPOUT STATION	1	L.S.	$15,297.11	$15,297.11	100%	$15,297.11		$0.00	100%	$15,297.11
CO1-1	PAYMENT AND PERFORMANCE BOND	1	L.S.	$3,055.00	$3,055.00	100%	$3,055.00		$0.00	100%	$3,055.00
CO1-2	SITE WORK (LESS BOND COSTS)	1	L.S.	$115,335.00	$115,335.00	100%	$115,335.00		$0.00	100%	$115,335.00
CO2-1	STAGE I VAPOR RECOVERY (BALL FLOAT & VAPOR CONNECTION)	1	L.S.	$1,930.00	$1,930.00	100%	$1,930.00		$0.00	100%	$1,930.00
CO2-2	INTERSTITIAL TANK RISER & MANHOLE	1	L.S.	$500.00	$500.00	100%	$500.00		$0.00	100%	$500.00
CO2-3	INTERSTITIAL TANK ELECTRICAL MONITORING	1	L.S.	$650.00	$650.00	100%	$650.00		$0.00	100%	$650.00
CO3-1	EVALUATION OF TMS POS CONSOLE	1	L.S.	$235.00	$235.00	0%	$0.00	100%	$235.00	100%	$235.00
	Total FEMA Project Worksheet No. LBGR020				$137,002.11		$136,767.11		$235.00		$137,002.11
BID SCHEDULE NO. 2 (B.I.G. PROGRAM)											
301-A	CONCRETE SIDEWALK AND SLOPE PAVING	1	L.S.	$3,282.00	$3,282.00	100%	$3,282.00		$0.00	100%	$3,282.00
	Total Bid Schedule No. 2 (B.I.G. Program)				$3,282.00		$3,282.00		$0.00		$3,282.00
NON-FEMA PARTICIPATING											
CO3-2	553020-25-26 MANUAL REWIND HOSE REEL (WITHOUT GUIDE ROLLERS) WITH 50' OF 1" HOSE	1	EA	$3,020.00	$3,020.00	0	$0.00	1	$3,020.00	1	$3,020.00
	TOTAL NON-FEMA PARTICIPATING				$3,020.00		$0.00		$3,020.00		$3,020.00
	TOTAL WORK COMPLETED				$143,304.11		$140,049.11		$3,255.00		$143,304.11

FEMA PROJECT WORKSHEET NO. LBGR020	
VALUE OF COMPLETED WORK	$137,002.11
STORED MATERIAL INVENTORY	$0.00
SUBTOTAL	$137,002.11
LESS 0% RETAINAGE	$0.00
AMOUNT DUE TO DATE	$137,002.11
LESS PREVIOUS PAYMENTS	$129,928.75
AMOUNT DUE THIS ESTIMATE	$7,073.36
BID SCHEDULE NO. 2 (B.I.G. PROGRAM)	
VALUE OF COMPLETED WORK	$3,282.00
STORED MATERIAL INVENTORY	$0.00
SUBTOTAL	$3,282.00
LESS 0% RETAINAGE	$0.00
AMOUNT DUE TO DATE	$3,282.00
LESS PREVIOUS PAYMENTS	$3,117.90
AMOUNT DUE THIS ESTIMATE	$164.10
NON-FEMA PARTICIPATING	
VALUE OF COMPLETED WORK	$3,020.00
STORED MATERIAL INVENTORY	$0.00
SUBTOTAL	$3,020.00
LESS 0% RETAINAGE	$0.00
AMOUNT DUE TO DATE	$3,020.00
LESS PREVIOUS PAYMENTS	$0.00
AMOUNT DUE THIS ESTIMATE	$3,020.00

ATTACHMENT TO PAY ESTIMATE NO. 5 Final
PROJECT NO. 1980
STORED MATERIALS

Item No.	Description	Unit Cost	Prev. Rec'd	Current Rec'd	Total Rec'd	Prev. Inst.	Current Inst.	Total Inst.	Qty. in Stock	Prev. Rec'd	Current Rec'd	Total Rec'd	Previous Installed	Current Installed	Current Stock
FEMA PROJECT WORKSHEET NO. LBGRO20															
401-A c	Fuel Pump	$1,886.72	1		1	1		1	0	$0.00	$1,886.72	$1,886.72	$1,886.72	$0.00	$0.00
401-A e	Fuel Dispenser	$4,370.40	1		1	0	1	1	0	$4,370.40	$4,370.40	$4,370.40	$0.00	$4,370.40	$0.00
401-A f	Electrical (Single Phase Control Box)	$85.12	2		2	0	2	2	0	$170.24	$170.24	$170.24	$0.00	$170.24	$0.00
401-A f	Electrical (Mechanical Leak Detector)	$223.36	2		2	0	2	2	0	$0.00	$446.72	$446.72	$0.00	$446.72	$0.00
401-B	Double Diaphragm Sewage Pump	$6,654.85	1		1	0	1	1	0	$0.00	$6,654.85	$6,654.85	$0.00	$6,654.85	$0.00
401-A	Fiberglass fuel piping (from inventory)	$1,992.00	1		1	1		1	0	$0.00	$1,992.00	$1,992.00	$0.00	$0.00	$0.00
401-A e	Fuel Dispenser (Hoses)	$256.98	1		1	0	1	1	0	$0.00	$256.98	$256.98	$0.00	$256.98	$0.00
	Total FEMA Project Worksheet No. LBGRO20									$4,540.64	$15,777.91	$15,777.91	$1,886.72	$11,899.19	$0.00
BID SCHEDULE NO. 2 (B.I.G. PROGRAM)															
				0	0	0	0	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				0	0	0	0	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				0	0	0	0	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				0	0	0	0	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total B.I.G. Program									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Stored Material									$4,540.64	$15,777.91	$15,777.91	$1,886.72	$11,899.19	$0.00

CONSENT OF SURETY TO FINAL PAYMENT
AIA Document G707

Bond No. MSC52871

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:
(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

PROJECT:
(Name and address)

Hurricane Isaac Repairs, Long Beach Small Craft Harbor, Harbor Fuel Facility

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

Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, IA 50321-1158

, SURETY,

on bond of
(Insert name and address of Contractor)

Cobb Environmental & Technical Services, Inc.
P.O. Box 1602
Tupelo, MS 38802

, CONTRACTOR,

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

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 3, 2014
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal): Jamie White
Jamie White, Witness to Surety

Merchants Bonding Company (Mutual)
(Surety)
Angie M. Strickland
(Signature of authorized representative)
Angie M. Strickland Attorney-in-Fact
(Printed name and title)
Surety Phone No. 601-709-4613

G707—1994

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Angie M. Strickland

its true and lawful Attorney-In-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: MSC52871
Principal: Cobb Environmental & Technical Services, Inc.
Obligee: City of Long Beach

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-In-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of July, 2014.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 23rd day of July , 2014 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA — WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of December , 2014 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0007 (7/14)

Minutes of December 16, 2015
Mayor and Board of Aldermen

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. 1980
CONTRACT FOR: Entire Project
CONTRACT DATE: 9/27/2013

PROJECT: Hurricane Isaac Repairs - Harbor Fuel Facility

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 t Owner for each exception.)

Upon receipt of final payment totaling $10,257.46

CONTRACTOR: Cobb Environmental & Technical Services, Inc.
(Address) 871 South Green St.
Tupelo, MS 38804
BY: B. Cobb

Subscribed and sworn to before me this 2nd day of December, 2014.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 84875 MARY G. DAVIS Commission Expires Jan. 3, 2015 LEE COUNTY

Notary Public: Mary G. Davis
My Commission Expires: Jan. 3, 2015

ONE PAGE

Minutes of December 16, 2015
Mayor and Board of Aldermen

Contractor's Affidavit of Release of Liens

Project: Hurricane Isaac Repairs- Harbor Fuel Facility

To Owner:	City of Long Beach	Engineer's Project No. 1980
	PO Box 929	Contract for: Entire Project
	Long Beach, MS	Contract Date: 9/27/2013

State of: Mississippi

County of: Harrison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, The Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of material and equipment, and all performers of Work, labor or service who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions:

Upon receipt of final payment in the amount of $10,257.46

Contractor: Cobb Environmental & Technical Services, Inc

By: B Cobb

Brian Cobb, President

Subscribed an d sworn to before me on this date: December 7, 2015

Notary Public: Mary G. Davis

My Commission Expires: Jan. 3, 2015

NOTARY PUBLIC STATE OF MISSISSIPPI ID# 84875 MARY G. DAVIS Commission Expires Jan. 3, 2015 LEE COUNTY

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Hurricane Isaac Repairs - Harbor Fuel Facility

DATE OF ISSUANCE August 15, 2014

OWNER City of Long Beach

OWNER'S Contract No.

CONTRACTOR Cobb Environmental & Technical Services, 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 Cobb Environmental & Technical Services, 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

August 8, 2014
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~~, issuance.

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: Complete Attachment "A"

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

Punchlist

[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 8.15, 2014

A. Garner Russell & Associates, Inc.
ENGINEER

By: [signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on ____, ____

Cobb Environmental & Technical Services, Inc.
CONTRACTOR

By: [signature]

OWNER accepts this Certificate of Substantial Completion on 8-25, 2014

City of Long Beach
OWNER

By: [signature]
(Authorized Signature)

CITY OF LONG BEACH
Hurricane Isaac – Fuel Facility Repairs

FRIDAY AUGUST 8, 2014

General

- Remove all construction debris from job site.
- Wash concrete splatters off of fuel building.
- Grind down jagged edges of concrete sidewalks and any other concrete splatters on sidewalk.

Specific

- Rub out the honeycombed concrete underneath the wooden pier.
- Steel lids for the tanks need fabrication in order for the lids to sit flush inside the casting frame so there are no trip hazards.
- Ensure digital fuel meter inside fuel house is programmed enabling it to be in fuel service.
- Fill the missing concrete on the header curb with grout at upper sidewalk.
- Ensure all final testing & calibration is performed.
- File all needed paperwork with appropriate agencies for resumption of facility operation.

Page 1 of 1

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to approve Final Acceptance, Cobb Environmental & Technical Service, Inc., Hurricane Isaac Repairs, Harbor Fuel Facility, all as set forth above.

* *

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

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
5203 3RD STREET
GULFPORT, MS 39507
TEL (228) 863-0667
FAX (228) 863-5232

December 10, 2014

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

RE: 2013 Sewer Rehabilitation
Final Acceptance – Suncoast Infrastructure, 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 therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 3 (Summary), adjusting the contract quantities to conform to the completed work, for a net contract amount increase of $3,700. The final amount of the contract is $196,757.30.
2. Application for Payment Number 4 (Final), in the amount of $9,837.86, bringing the total of all payments to the amount of $196,088.59. Contractor was charged $668.71 for overtime incurred by Utility Partners.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Release of Liens.
5. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB/st 2014
Enclosures

O:\2014\20141210 Re Final Acceptance Suncoast.doc

Change Order
No. 3 Summary

Date of Issuance: 8/19/2014 Effective Date: 8/19/2014

Project: Owner: City of Long Beach Owner's Contract No.:
Contract: 2013 Sewer Rehabilitation Date of Contract:
Contractor: Suncoast Infrastructure, Inc. Engineer's Project No.: 2014

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

Description:

1. Adjust quantities to conform to final work performed.
2. Adjust contract time for additional work.

Attachments: (List documents supporting change):

1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$171,065.00

(Increase) in Contract Price from previous Change Orders No.

$21,992.30

Contract Price prior to this Change Order:

$193,057.30

(Increase) in Contract Price due to this Change Order:

$3,700.00

Revised Contract Price incorporating this Change Order:

$196,757.30

CHANGE IN CONTRACT TIMES:

Original Contract Times: [ ] Working Days [60] Calendar days
Substantial completion (days or date): 4/26/2014
Ready for final payment (days or date):

Change in Contract Time from previous Change Orders No.
Substantial completion (days or date): 19
Ready for final payment (days or date):

Contract Times prior to this Change Order:
Substantial completion (days or date): 5/15/2014
Ready for final payment (days or date):

(Increase) in Contract Time due to this Change Order:
Substantial completion (days or date): 81
Ready for final payment (days or date):

Contract Times incorporating this Change Order:
Substantial completion (days or date): 8/4/2014
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By:	By: William Keller
Date: 8-14-2014	Date: 9/29/14	Date: 9/22/14

ATTACHMENT TO CHANGE ORDER NUMBER 3 Summary PROJECT NO. 2014

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID ITEMS									
1-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	4448	L.F.	$22.10	$98,300.80		$0.00	4,448	$98,300.80
1-B	CURED-IN-PLACE PIPE - 10" SEWER MAIN	1,621	L.F.	$26.50	$42,956.50		$0.00	1,621	$42,956.50
1-E	MISCELLANEOUS WORK	1	L.S.	$1,700.00	$1,700.00		$0.00	1	$1,700.00
1-H	REMOTE REMOVAL OF PROTRUDING SERVICE	0	EA.	$120.00	$0.00		$0.00	0	$0.00
3-A	MAINTENANCE OF TRAFFIC	1.0	L.S.	$2,000.00	$2,000.00		$0.00	1	$2,000.00
	TOTAL BASE BID				$144,957.30		$0.00		$144,957.30
ALTERNATE BID 3									
1-F	CURED-IN-PLACE PIPE - SERVICE "TOP HAT" REPAIR	26	EA.	$1,850.00	$48,100.00	2	$3,700.00	28	$51,800.00
	TOTAL ALTERNATE BID SCHEDULE NO. 3				$48,100.00		$3,700.00		$51,800.00
ALTERNATE BID 4									
1-G	CURED-IN-PLACE PIPE - TRENCHLESS POINT REPAIR	0	EA.	$3,300.00	$0.00		$0.00	0	$0.00
	TOTAL ALTERNATE BID SCHEDULE NO. 4				$0.00		$0.00		$0.00
				TOTAL	$193,057.30		$3,700.00		$196,757.30

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. 4 Final

TO: City of Long Beach (OWNER)
Contract for: 2013 Sewer Rehabilitation Dated: 2/7/2014

OWNER'S Project No.: ENGINEER'S Project No.: 2014
For work accomplished through the date of: 8/4/2014
CURRENT CONTRACT AMOUNT: $196,757.30

ITEM		CONTRACTOR's Schedule of Values			Work Completed	
		Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK						$196,757.30
STORED MATERIALS						$0.00
TOTAL	$196,757.30					$196,757.30
(Orig. Contract)	$171,065.00					
CO 1	$18,870.00					
CO 2	$3,122.30					
CO 3	$3,700.00					

Accompanying Documentation:

GROSS AMOUNT DUE	$ 196,757.30
LESS 0% RETAINAGE	$ 0.00
AMOUNT DUE TO DATE	$ 196,757.30
LESS UTILITY PARTNER OT INCURRED 24 1/2 HRS	668.71
LESS PREVIOUS PAYMENTS	$ 186,250.73
AMOUNT DUE THIS APPLICATION	$ 9,837.86

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 4 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: 12/8, 2014

Suncoast Infrastructure, Inc.
P.O. Box 397
Florence, MS 39073
CONTRACTOR

By: _____

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: 12-11, 2014

A. GARNER RUSSELL & ASSOCIATES, INC.
ENGINEER

By: _____

ATTACHMENT TO PAY ESTIMATE NO. 4 Final PROJECT NO. 2014

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
BASE BID ITEMS											
1-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	4,448	L.F.	$22.10	$98,300.80	4448	$98,300.80		$0.00	4448	$98,300.80
1-B	CURED-IN-PLACE PIPE - 10" SEWER MAIN	1,621	L.F.	$26.50	$42,956.50	1621	$42,956.50		$0.00	1621	$42,956.50
1-E	MISCELLANEOUS WORK	1.0	L.S.	$1,700.00	$1,700.00	1	$1,700.00		$0.00	1	$1,700.00
1-H	REMOTE REMOVAL OF PROTRUDING SERVICE	0	EA.	$120.00	$0.00	0	$0.00		$0.00	0	$0.00
3-A	MAINTENANCE OF TRAFFIC	1	L.S.	$2,000.00	$2,000.00	100%	$2,000.00		$0.00	100%	$2,000.00
	TOTAL BASE BID				$144,957.30		$144,957.30		$0.00		$144,957.30
ALTERNATE BID SCHEDULE NO. 3											
1-F	CURED-IN-PLACE PIPE - SERVICE "TOP HAT" REPAIR	28	EA.	$1,850.00	$51,800.00	28	$51,800.00		$0.00	28	$51,800.00
	TOTAL ALTERNATE BID SCHEDULE NO. 3				$51,800.00		$51,800.00		$0.00		$51,800.00
ALTERNATE BID SCHEDULE NO. 4											
1-G	CURED-IN-PLACE PIPE - TRENCHLESS POINT REPAIR	0	EA.	$3,300.00	$0.00	0	$0.00		$0.00	0	$0.00
	TOTAL ALTERNATE BID SCHEDULE NO. 4				$0.00		$0.00		$0.00		$0.00
	TOTAL WORK COMPLETED				$196,757.30		$196,757.30		$0.00		$196,757.30

Minutes of December 16, 2014
Mayor and Board of Aldermen

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707 FEDERAL INSURANCE COMPANY BOND NO. 8232-84-90

PROJECT: 2013 Sewer Rehabilitation

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: January 24, 2014

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)

FEDERAL INSURANCE COMPANY
15 Mountain View Road
Warren, New Jersey 07061-1615 , SURETY COMPANY,

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

Suncoast Infrastructure, Inc.
P O Box 397
Florence MS 39073 , 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
P O Box 929
Long Beach MS 39560 ,OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 29 day of August, 2014.

FEDERAL INSURANCE COMPANY
Surety Company

Mary A. Goodin
Signature of Authorized Representative

Mary A. Goodin
Title: Attorney In Fact

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

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

FORM 15-10-87 (ED. 4-77)

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald L. Andrews, Mary A. Goodin and Susan G. Johnston of Vicksburg, Mississippi** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2014.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this **15th** day of **July, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this August 29, 2014

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Form 15-10- 0225B- U GEN CONSENT (rev. 02-14)

AFFIDAVIT OF CONTRACTOR'S RELEASE OF LIENS

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

Date: 9/2/2014

PROJECT:

2013 Sewer Rehabilitation

The undersigned, pursuant to the Contract Documents, hereby certifies that, to the best of his Knowledge and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the contractor, all subcontractors, all suppliers of material and equipment, and all laborers or servicemen who have or may have liens against any property of the Owner arising in any manner out of the performance of the work on the project referenced above.

EXCEPTION: (If none, write "None". If required by the Owner or Local Public Agency, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

"NONE"

CONTRACTOR: Suncoast Infrastructure, Inc.

ADDRESS: P. O. Box 397
Florence, MS 39073

SIGNED BY: John Causey
John Causey

TITLE: Vice President

Subscribed and sworn before me this 2nd day of September, 2014.

Notary Public : Janice Jones
Janice Jones

My Commission Expires : Sept. 18, 2015

JANICE B JONES
NOTARY PUBLIC
ID No. 87021
My Comm Expires
Sept 18, 2015
RANKIN COUNTY
STATE OF MISSISSIPPI

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
2013 Sewer Rehabilitation

DATE OF ISSUANCE December 3, 2014

OWNER City of Long Beach

OWNER'S Contract No. .....

CONTRACTOR Suncoast Infrastructure, 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 Suncoast Infrastructure, 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

August 4, 2014
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: One-year warranty

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

N/A

[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 12-11, 2014

A. Garner Russell & Associates, Inc.
ENGINEER

By: .....
(Authorized Signature)

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

Suncoast Infrastructure, Inc.
CONTRACTOR

By: .....

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

City of Long Beach
OWNER

By: .....
(Authorized Signature)

Page 2 of 2

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve Final Acceptance, Suncoast Infrastructure, Inc., 2013 Sewer Rehabilitation, all as set forth above.

* *

Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried acknowledging receipt of the November, 2014, Revenue/Expense Report.

****

Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to approve the 2014-2015 Holiday Schedule, as follows:

Minutes of December 16, 2014
Mayor and Board of Aldermen

HOLIDAY SCHEDULE *

2014

Wednesday, December 24th	Closed-Christmas Holidays
Thursday, December 25th	Closed-Christmas Holidays
Friday, December 26th	Closed-(ALL administrative employees taking off MUST utilize leave or remain at work for their normal work day)

2015

Wednesday, December 31, 2014	Close Noon-(ALL administrative employees taking off MUST utilize leave or remain at work for their normal work day)
Thursday, January 1, 2015	Closed- New Year's Day
Friday, January 2, 2015	Closed-(ALL administrative employees taking off MUST utilize leave or remain at work for their normal work day)
Monday, January 19th	Closed-Martin Luther King's and Robert E. Lee's Birthday
Monday, February 16th	Closed-President's Day
Monday, April 27th	Closed-Confederate Memorial Day
Monday, May 25th	Closed-Memorial Day
Friday, July 3rd	Closed-In Observance of Independence Day
Monday, September 7th	Closed-Labor Day
Wednesday, November 11th	Closed-Honor Veteran's Day
Wednesday, November 25th	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)
Thursday, November 26th	Closed-Thanksgiving Holidays
Friday, November 27th	Closed-Thanksgiving Holidays
Wednesday, December 23rd	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)
Thursday, December 24th	Closed-Christmas Holidays
Friday, December 25th	Closed-Christmas Holidays
Thursday, December 31st	Close Noon-New Year's Eve (ALL administrative employees taking off MUST utilize leave or remain at work for their normal work day)
Friday, January 1, 2016	Closed- New Year's Day

*HOLIDAYS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH GOVERNOR'S PROCLAMATION

****

Minutes of December 16, 2014
Mayor and Board of Aldermen

Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to approve a cemetery Quit Claim Deed, as follows:

QUIT-CLAIM CEMETERY DEED

THIS CEMETERY DEED, made and entered into this the 5TH day of December, 2014, by and between PENNY WILDMAN, of 3144 Arrowhead Drive, Lexington, KY 40503, Party of the First Part, and DANIEL HUGGINS, CECIL W. CULPEPPER, JR., MARY HELEN CULPEPPER, and ELIZABETH HUGGINS, Parties of the Second Part.

W I T N E S S E T H:

THAT for a nominal consideration, the receipt of which is hereby acknowledged by said First Party, the Party of the First Part has BARGAINED AND SOLD and does hereby QUIT-CLAIM, GRANT AND CONVEY unto the Parties of the Second Part, their heirs and assigns, forever, all of her interest in and to the following described cemetery lots located in LONG BEACH CEMETERY, Long Beach, Mississippi, and which are more particularly described as follows, to-wit:

The north half of the Northwest quarter of Lot 68, Long Beach Cemetery conveyed to CECIL W. CULPEPPER, JR.
The north half of the Northeast quarter of Lot 68, Long Beach Cemetery conveyed to MARY HELEN CULPEPPER.
The south half of the Southeast quarter of Lot 68, Long Beach Cemetery conveyed to DANIEL HUGGINS.
The south half of the Southwest quarter of Lot 68, Long Beach Cemetery conveyed to ELIZABETH HUGGINS.

Being the same property conveyed to PENNY WILDMAN, J.E. HOSKINS, and MARJORIE HOSKINS, by CITY OF LONG BEACH , MISSISSIPPI, by cemetery deed dated April 24, 1985.

Said J.E. HOSKINS died April 22, 2010.
Said MARJORIE HOSKINS died July 3, 1985.

TO HAVE AND TO HOLD the above described property, together with all appurtenances and privileges thereunto belonging, unto the said Parties of the Second Part, their heirs and assigns for a burial place, forever.

FIRST party hereby releases and relinquishes unto Second Parties, their heirs and assigns, all of her right, title and interest in and to the above described property, including dowry, curtesy and homestead, and all exemptions allowed by law, and hereby does QUIT-CLAIM all of her right, title and interest in and to the above described property.

In improving and ornamenting said cemetery lots, this conveyance is made subject to and Second Parties shall in all things comply with the By-Laws, Rules and Regulations governing the Long Beach Cemetery.

IN WITNESS WHEREOF, the Party of the First Part have hereunto subscribed her name on this the day and year first above written.

FIRST PARTY:

Penny Wildman
PENNY WILDMAN

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Deed was acknowledged before me by PENNY WILDMAN, Grantor, on this the 6th day of December, 2014.

My Commission Expires: August 10, 2016.

NOTARY PUBLIC, STATE AT LARGE, KY.

THIS INSTRUMENT PREPARED BY:

DAVID A. HOLLADAY
Attorney-At-Law
Stonewall Center, Suite 202
3101 Clays Mill Road
Lexington, KY 40503
Telephone: (859) 223-5508

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There was no action required or taken regarding derelict properties.

* *

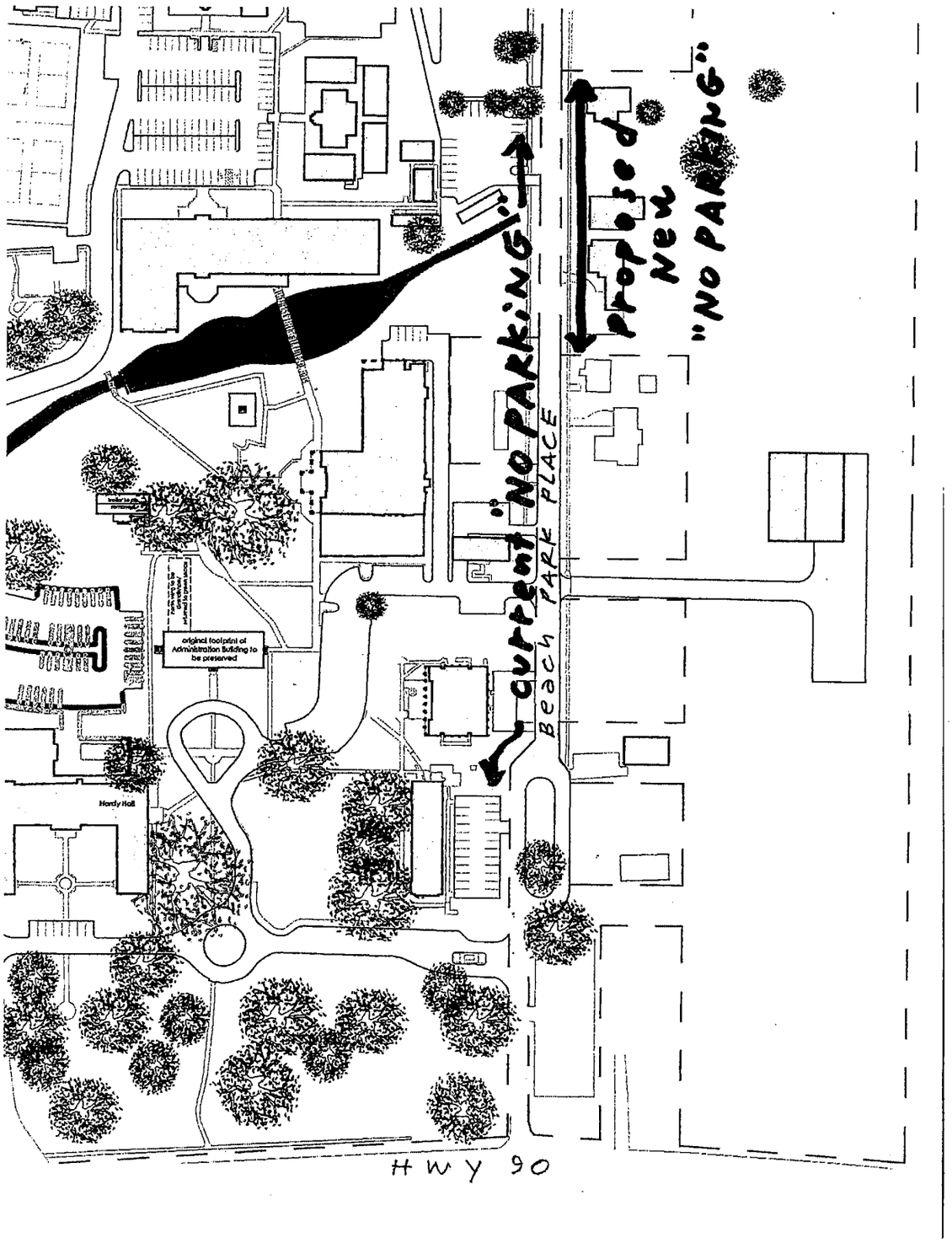
There came on for consideration a request from USM, Gulf Park, as follows:

Billy Skellie

From: Jason Bigelow <jason.bigelow@usm.edu>
Sent: Tuesday, December 09, 2014 8:52 AM
To: mayor@cityoflongbeachms.com; Derrel Wilson
Cc: Benjamin Dedwylder
Subject: USM proposed "No Parking"
Attachments: BeachParkNoParkingProposed.jpg

Mayor,
See attached. USM would like to install "No Parking" signs along the new Fitness Center, and in front of our existing property along Beach Park Place. That road is narrow and highly travelled, and we believe "No Parking" would keep students parking in the designated lots, and therefore safer. I have spoken with Mr. Wilson regarding this, and he asked me to present to you for your input. Thank you for your review.

Jason E. Bigelow
Campus Architect & Director of Physical Plant
University of Southern Mississippi, Gulf Park
730 East Beach Boulevard
Long Beach, MS 39560
228-214-3486



Upon discussion, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve the request as submitted and set forth above.

* *

Due to his absence, there was no report from the City Attorney.

* *

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

Minutes of December 16, 2014
Mayor and Board of Aldermen

* *

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Young made motion seconded by Alderman Ponthieux and unanimously carried to adjourn until the next regular meeting in due course, wishing everyone a Merry Christmas and Happy New Year.

* *

APPROVED:

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

_____
Alderman Gary J. Ponthieux, Ward 1

_____
Alderman Bernie Parker, Ward 2

_____
Alderman Kelly Griffin, Ward 3

_____
Alderman Ronnie Hammons, Jr., Ward 4

_____
Alderman Mark E. Lishen, Ward 5

_____
Alderman Alan Young, Ward 6

_____
Date

ATTEST:

_____
Rebecca E. Schruff, City Clerk