

MUNICIPAL DOCKET

REGULAR MEETING OF AUGUST 18, 2015

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. PUBLIC HEARING
 - 1. Fiscal Year 2015-2016 Budget
- V. BIDS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Presentation and Resolution of Appreciation - Hancock Bank
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. *PUBLIC COMMENTS-AGENDA ITEMS ONLY
- IX. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. August 4, 2015-Public Hearings; Regular
 - 2. PLANNING COMMISSION
 - a. August 13, 2015
- X. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 081815
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. HARBOR
 - a. Final Acceptance-Rip Rap Breakwater Repairs; Twin L Construction
 - b. Change Order #3 Pavement/Sidewalk Repairs; Hurricane Isaac
 - 3. PERSONNEL
 - a. Harbor-(2) Resignations; (2) New Hires
 - b. Fire Department-(1) Step Increase
 - c. Police Department-(1) Resignation
 - d. Court-(1) Step Increase
 - 4. CITY CLERK
 - a. TEC Agreement
 - b. Revenue/Expense Report-June, 2015
 - c. School District Budget FY 2016
 - d. District Nine Regional Hazard Mitigation Plan-Intent to Participate & Designated Representative
 - 5. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
 - a. 305 Church Avenue-Matthew Martin
 - b. 604 East 5th Street-T.G. and Anne T. McAuliffe
 - c. 741 N. Nicholson Ave.-Michael & Prentiss Magee
 - d. 211 West Ave.-Joseph & Phyllis Jenkins
- XII. NEW BUSINESS
 - 1. Discuss BP Funds
- XIII. REPORT FROM CITY ATTORNEY
 - 1. Update-Sea Oaks Drainage Modification
 - 2. Update-Oak Haven Drainage Modification
- XIV. *PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA
- XV. 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 August 18, 2015
Mayor and Board of Aldermen**

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 18th day of August, 2015, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

Alderman Bernie Parker and City Attorney James C. Simpson, Jr., were absent the public hearing.

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

The public hearing was called to order on the Proposed Budget and Proposed Tax Levies of the upcoming fiscal year. The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on July 21, 2015, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Notice of Public Hearing, as evidenced by the Publisher's Proof of Publication.

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

Minutes of August 18, 2015
Mayor and Board of Aldermen

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

Vol. 131 No., 300 dated 30 day of July, 2015

Vol. 131 No., 307 dated 6 day of Aug, 2015

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Ad. on Back

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

Crista Brackett

Clerk

Sworn to and subscribed before me this 6 day of

Aug A.D., 2015

Handberg

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32

**Minutes of August 18, 2015
Mayor and Board of Aldermen**

**NOTICE OF A PUBLIC HEARING ON THE PROPOSED
BUDGET AND PROPOSED TAX LEVIES FOR THE UPCOMING
FISCAL YEAR FOR LONG BEACH, MISSISSIPPI**

The City of Long Beach, Mississippi, will hold a public hearing on its proposed budget and proposed tax levies for the fiscal year beginning October 1, 2015 and ending September 30, 2016, on Tuesday, August 18, 2015, at 5:00 o'clock p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, 39560.

The City of Long Beach is now operating with projected total budget revenue of \$9,774,914. (52.2%) or \$5,107,141 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$9,623,360. Of that amount, (53.8%) or \$5,177,349 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the ad valorem tax millage rate for fiscal year October 1, 2015 through September 30, 2016, means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year October 1, 2015, through September 30, 2016.

Any citizen of the City of Long Beach, Mississippi, is invited to attend this public hearing on the proposed budget and tax levies for fiscal year beginning October 1, 2015, through September 30, 2016 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

The Mayor recognized Comptroller Kini Gonsoulin to answer questions and provide additional information, as follows:

- The official budget will be adopted and tax levy set on September 1, 2015.
- The revised civil service scale reflecting an annual salary increase of \$900.00 was submitted to the Civil Service Commission and approved contingent upon final budget approval; in addition, the scale was revised to reflect annual salaries and rounded to the nearest dollar.

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Minutes of August 18, 2015
Mayor and Board of Aldermen

The Mayor opened the floor for public comments regarding the proposed budget and tax levies and no one came forward to be heard.

*

*

Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to close the public hearing.

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 August, 2015, 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, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen, Alan Young, City Clerk Rebecca E. Schruuff and Attorney T. Russell Nobile.

Alderman Bernie Parker and City Attorney James C. Simpson, Jr., were absent the meeting.

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

The meeting was called to order and the Mayor recognized representatives from Hancock Bank who presented the City with a resolution of appreciation and a donation in the amount of \$2,500.00 for Main Street; said resolution is as follows:

Minutes of August 18, 2015
Mayor and Board of Aldermen



Hancock Bank.

RESOLUTION OF APPRECIATION

The City of Long Beach, Mississippi

For Extraordinary Hospitality & Support

On August 29, 2005, Hurricane Katrina assaulted the Gulf Coast with unimaginable ferocity. During a 12-hour onslaught of relentless winds and record waves, homes, businesses, landmarks, and lifestyles vanished. In the wake of America's worst natural disaster remained a vast unrecognizable landscape devoid of places local people had cherished. In Long Beach, Mississippi—one of the hardest hit communities, many sections of the city simply disappeared, including much of a bustling business district along the busy main thoroughfare of Jeff Davis Avenue. Katrina's indiscriminate destruction left the city and its people in seemingly insurmountable circumstances; yet the storm's untamed wrath failed to breach an impenetrable independent spirit and resolve sustaining the Long Beach community through more than 100 years of literal and figurative storms.

With merciless fury, the storm also unleashed its rage on Hancock Bank's corporate headquarters, blasting a vortex of rain, sea spray, and debris through the 15-story tower housing critical operations for the bank's entire Gulf South footprint. In the midst of the city's own monumental recovery efforts, Long Beach leaders took time to help Hancock Bank establish an interim operations center. The bank invested more than \$4 million in upgrading a long-vacant grocery store facility as a safe, comfortable temporary workplace for more than 350 Hancock Bank associates. During what became Hancock's 10-year tenancy, local citizens and businesses welcomed those associates with innate, unpretentious graciousness that long ago earned Long Beach the well-deserved moniker, "The Friendly City."

Whereas, Hancock Bank was founded in 1899 and 28 years later expanded farther eastward to Long Beach, opening a branch in a Jeff Davis Avenue building still standing today. Early Long Beach Hancock bankers helped citizens manage prosperity from a turn-of-the-century agricultural boom bringing the city national notoriety as "The Radish Capital of the World" and later, real estate fever in the Roaring Twenties. Additionally, Hancock Bank set aside special loan funds to help local people cultivate superior strawberries selling at top-market prices; and

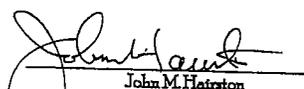
Whereas, in 1955 Hancock Bank built a new Jeff Davis Avenue branch near the sites of railway platforms from which millions of pounds of Long Beach "Long Red" radishes and other produce had once departed for destinations around the country. That Long Beach Hancock Bank debuted the first drive-up teller service on the Mississippi Gulf Coast Today, Hancock Bank, one of America's strongest, safest banks, proudly serves the people and businesses of one of South Mississippi's most picturesque and historic communities from a fully renovated and expanded Jeff Davis Avenue financial center and a Pineville Road banking office; and

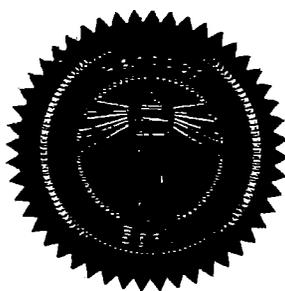
Whereas, in Katrina's uncertain aftermath, the Long Beach Interim Operations Center afforded Hancock Bank associates an invaluable safe haven from which to facilitate operations crucial to uninterrupted service for people and communities across a coastal corridor anxious to move forward. The support, cordiality, and patience of the people of Long Beach endeared the city to those associates, many of whom were balancing substantial professional demands at work with significant personal recovery challenges at home; and

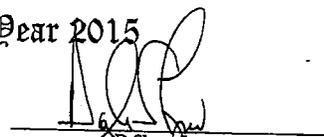
Whereas, in the days after Katrina, Long Beach's collective resilience illuminated hope; that hope spawned action; and that action created progress. Through vision, leadership, and determination, the people of Long Beach rejuvenated their city as a bright, shining centerpiece for a growing Gulf Coast alive with promise and rejuvenated quality of life—further testament to the shared heritage, community, and core values that have united Hancock Bank and Long Beach in championing opportunity for more than a century.

Therefore, be it resolved, that we, undersigned representatives of Hancock Holding Company and Hancock Bank, hereby bestow all due praises and extend deepest, heartfelt thanks to the leadership, citizens, and businesses of Long Beach, Mississippi, for extraordinary hospitality and support as we worked together to transform one of our region's bleakest times of tribulation into one of its most remarkable eras of achievement. Furthermore, as the 10th anniversary of Hurricane Katrina approaches, we make known to one and all the magnitude of Hancock Bank's gratitude to the city and its people for helping assure our company's future as a Gulf South banking leader. Accordingly, we declare to the entire community this *Resolution of Appreciation* on this, the

Eighteenth Day of August in the Year 2015


John M. Hatrton
President & Chief Executive Officer
Hancock Holding Company




D. Shane Loper
Chief Operating Officer
Hancock Holding Company

Minutes of August 18, 2015
Mayor and Board of Aldermen

The Mayor and Board of Aldermen acknowledged the passing of former Mayor Glenn Mitchell and expressed their sympathy to his family.

* * *

There were no bids, announcements, proclamations, public comments or amendments to the municipal docket.

Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried to approve the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated August 4, 2015, as submitted.

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated August 13, 2015, as submitted.

Alderman Griffin made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 081815.

There was no report from the Mayor's Office.

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

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Mayor and Board of Aldermen



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

520 33RD STREET
GULFPORT, MS. 39507

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

August 7, 2015

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

**RE: Hurricane Isaac Rip Rap Breakwater Repairs
Final Acceptance - Twin L. Construction, 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 1 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount decrease of \$597.72. The final amount of the contract is \$130,267.80.
2. Application for Payment Number 4 (Final), in the amount of \$72,858.58, bringing the total of all payments to the amount of \$130,267.80.
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.
7. Certificate of Liability Insurance.

Sincerely,

David Ball, P.E.

DB/st:1981
Enclosures

O:\198\120150727.Re Final Acceptance Twin L.docx

Minutes of August 18, 2015 Mayor and Board of Aldermen

Change Order
No. 1 Final

Date of Issuance: 7/17/2015 Effective Date: 8/4/2015

Project: _____	Owner: <u>City of Long Beach</u>	Owner's Contract No.: _____
Contract: <u>Hurricane Isaac Rip Rap Breakwater Repairs</u>	Date of Contract: <u>10/1/2013</u>	Engineer's Project No.: <u>1981</u>
Contractor: <u>Twin L Construction, Inc.</u>		

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

Description:
1. Adjust quantities to conform with final field conditions.

Attachments: (List documents supporting change):
1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$130,865.52

(Decrease) in Contract Price from previous Change Orders No.
\$0.00

Contract Price prior to this Change Order:
\$130,865.52

(Decrease) in Contract Price due to this Change Order:
(\$597.72)

Revised Contract Price incorporating this Change Order:
\$130,267.80

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 90 Calendar days
Substantial completion (days or date): 8/1/2015
Ready for final payment (days or date): _____

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

Contract Times prior to this Change Order:
Substantial completion (days or date): 8/1/2015
Ready for final payment (days or date): _____

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

Contract Times incorporating this Change Order:
Substantial completion (days or date): 8/1/2015
Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: [Signature] By: [Signature] By: _____

Date: 7-27-2015 Date: 7-23-15 Date: _____

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 Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 Final PROJECT NO. 1981

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. 18GRO22								
480-A	RIP-RAP (IN PLACE)	3,722 TONS	\$55.16	\$130,865.52	(17)	(\$597.72)	3,705	\$130,267.80
				\$130,865.52				
TOTAL				\$130,865.52		(\$597.72)		\$130,267.80

EDDC No. C-91 (2002 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by the
 Associated General Contractors of America and the Construction Specifications Institute.

Minutes of August 18, 2015 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 4 Final

TO: City of Long Beach (OWNER)
 Contract for: Hurricane Isaac Rip Rap Breakwater Repairs Dated: 10/1/2013

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1981
 For work accomplished through the date of: 6/19/2015

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$130,267.80
STORED MATERIALS					\$0.00
TOTAL	\$130,267.80				\$130,267.80
(Orig. Contract)	\$130,865.52				
CO 1	-\$597.72				

CURRENT CONTRACT AMOUNT:	\$130,267.80
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Accompanying Documentation:	GROSS AMOUNT DUE	\$ 130,267.80
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 130,267.80
_____	LESS PREVIOUS PAYMENTS	\$ 57,409.22
_____	AMOUNT DUE THIS APPLICATION	\$ 72,858.58

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 equipment 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: 7-23, 2015

Twin L Construction, Inc.
 8292 Firetower Road
 Pass Christian, MS 39571

 CONTRACTOR

By: *Richard Lee*

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: 7-22, 2015

A. GARNER RUSSELL & ASSOCIATES, INC.

 ENGINEER

By: *[Signature]*

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 Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 4 Final PROJECT NO. 1991

NO.	DESCRIPTION FEMA PROJECT WORKSHEET NO. LB6R02Z	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
400-A	RIPP-RAP (IN PLACE)	3.705 TONS	\$55.16	\$204,367.80	1286	\$45,215.76	3413	\$85,052.04	3705	\$204,367.80
	Total FEMA Project Worksheet No. LB6R02Z			\$204,367.80		\$45,215.76		\$85,052.04		\$204,367.80
TOTAL WORK COMPLETED				\$204,367.80		\$45,215.76		\$85,052.04		\$204,367.80

FEMA PROJECT WORKSHEET NO. LB6R02Z
 VALUE OF COMPLETED WORK
 STORED MATERIAL INVENTORY
 SUBTOTAL \$204,367.80
 LESS ON RETAINAGE \$0.00
 AMOUNT DUE TO DATE \$204,367.80
 LESS PREVIOUS PAYMENTS \$57,489.58
 AMOUNT DUE THIS ESTIMATE \$146,878.22

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 Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 4 Final
 PROJECT NO. 1981
 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	Prev. Inst.	Current Inst.	Total Inst.	Current Stock		
FEMA PROJECT WORKSHEET NO. LBGR022																		
480-A	Pip-Rep (In Place)	\$10.00	2,807.5	0.0	2,807.5	1,285.0	1,521.5	2,807.5	0.0	\$28,075.00	\$0.00	\$28,075.00	\$12,860.00	\$15,215.00	\$15,215.00	\$0.00		
Total FEMA Project Worksheet No. LBGR022																		
													\$28,075.00	\$0.00	\$28,075.00	\$12,860.00	\$15,215.00	\$0.00
Total Stored Material													\$28,075.00	\$0.00	\$28,075.00	\$12,860.00	\$15,215.00	\$0.00

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Mayor and Board of Aldermen

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Hurricane Isaac Repairs
(name, address) Long Beach Small Craft Harbor

TO (Owner)

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Smallcraft Harbor

CONTRACT DATE: 10/01/2013

CONTRACTOR: Twin L Construction, Inc.

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)

The Guarantee Company of North America USA
One Towne Square Suite 1470, Southfield, Michigan 48076

, SURETY COMPANY,

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

Twin L Construction, Inc.
8292-C Firetower Road Pass Christian, Mississippi 39571

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the 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, Mississippi 39560

, OWNER,

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

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 20th day of July, 2015

The Guarantee Company of North America USA
Surety Company

William S. Neill
Signature of Authorized Representative
William S. Neill

Attest:

(Seal):

Attorney-in-Fact
Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

Minutes of August 18, 2015
Mayor and Board of Aldermen

CONTRACTOR'S AFFIDAVIT
OF
PAYMENT OF DEBTS AND CLAIMS

TO: CITY OF LONG BEACH

PROJECT: HURRICANE ISAAC RIP RAP
BREAKWATER REPAIRS

CONTRACT
DATED: 10-1-13

CONTRACT
AMOUNT: \$ 130,267.80
(Includes Change Orders)

STATE OF: MS

COUNTY: HARRISON

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: NONE

CONTRACTOR: TWIN L CONSTRUCTION, INC

SIGNED BY: *Robert Jones*

Subscribed and sworn to before me on this date: 7-23-15

Notary Public: *James P. Laddner*

Commission Expires : 3-31-17



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CONTRACTOR'S AFFIDAVIT
OF
RELEASE OF LIENS

TO: CITY OF LONG BEACH

PROJECT: HURRICANE ISAAC RIP
RAP BREAKWATER
REPAIRS

CONTRACT
DATED: 10-1-13

CONTRACT
AMOUNT: \$ 130,267.80
(Including Change Orders)

STATE OF: MS

COUNTY: HARRISON

The undersigned hereby certifies that, to the best of the undersigned's knowledge, information and belief, except as listed below, the Release of Waivers attached hereto include the Contractor, all sub-contractors, all suppliers of materials and equipment, and all performers of work, labor or services who 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: NONE

CONTRACTOR: TWIN L CONSTRUCTION, INC.

SIGNED BY: *Edward Jahn*

Subscribed and sworn to before me on this date: 7-23-15

Notary Public: *Janet Lamm*

Commission Expires: 3-31-17



Minutes of August 18, 2015
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Hurricane Isaac Repairs - Rip-Rap Repairs

DATE OF ISSUANCE June 25, 2015

OWNER City of Long Beach

OWNER'S Contract No. _____

CONTRACTOR Twin L Construction, 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 Twin L Construction, 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

June 19, 2015
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.

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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 Contract Documents.

Executed by ENGINEER on 7-28, 2015

A. Garner Russell & Associates, Inc.

By: [Signature]
ENGINEER
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 7-23, 2015

Twin L Construction, Inc.

By: [Signature]
CONTRACTOR

OWNER accepts this Certificate of Substantial Completion on 8-6, 2015

City of Long Beach

By: [Signature]
OWNER
(Authorized Signature)

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Mayor and Board of Aldermen

LB Harbor – Rip-Rap repairs
Hurricane Isaac Repairs

Walkthrough Date: 6/24/2015

Punchlist Items:

- Cut and/or remove protruding rebar and other debris from final rip-rap surfaces
- Install remaining channel marker sign

Minutes of August 18, 2015
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER The Insurance Center A Division of BancorpSouth Insurance Services 213 Porter Avenue Biloxi MS 39530-		CONTACT NAME: Belinda Tubbs PHONE (A/C No. Ext): 228-374-2000 E-MAIL: Belinda.tubbs@bxsi.com ADDRESS:		FAX (A/C No.): 228-432-7420	
INSURED TWINLCO-02 Twin L Construction Co., Inc. 8292 Firetower Rd. Pass Christian MS 39571		INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Co. INSURER B: Torus National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 12831 25496	

COVERAGES CERTIFICATE NUMBER: 384322304 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 PD Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	XNDP-00282-02	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	XNDA-00282-02	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	Y	82772D153ALJ	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as an additional insured under the general liability and automobile liability as required by written contract. Umbrella is follow form. Project: Hurrican Isaac - Rip-Rap Breakwater Repairs, Long Beach Smalcraft Harbor

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Avenue Long Beach MS 39560 Harrison	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of August 18, 2015
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2015

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PRODUCER The Insurance Center A Division of BancorpSouth Insurance Services 213 Porter Avenue Biloxi MS 39530-		CONTACT NAME: Belinda Tubbs PHONE (AIG No. Ext): 228-374-2000 E-MAIL ADDRESS: belinda.tubbs@bxsil.com		FAX (AIG No.): 228-432-7420	
INSURED TWINLCO-02 Twin L Construction Co., Inc. 8292 Firetower Rd. Pass Christian MS 39571		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: AGC Workers Compensation Fund		15105	
		INSURER B: Safety National Casualty Corporatio			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 909006464** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSDI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ex. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTIONS					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCD9401200015	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
B	Excess Workers Comp		SP 4053269	7/1/2015	7/1/2016	\$1,000,000 SIR \$1,000,000 EL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Workers Compensation Coverage provides for the payment of benefits under the Laws of the State of Mississippi only. No Federal (USL&H, Jones Act). A Waiver of Subrogation is included in favor of the Certificate Holder.
 Project: Hurricane Isaac - Rip-Rap Breakwater Repairs, Long Beach Smallcraft Harbor

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Avenue Long Beach MS 39560 Harrison	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of August 18, 2015
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2015

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PRODUCER BancorpSouth Insurance Services, Inc. The Insurance Center 213 Porter Biloxi MS 39530		CONTACT NAME: Belinda Tubbs PHONE (A/C No. Ext): 228-374-2000 E-MAIL ADDRESS: belinda.tubbs@bxs1.com FAX (A/C No.): 228-432-7420	
INSURED Twin L Construction Co., Inc. 8282 Firetower Rd. Pass Christian MS 39571		INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Co. 12831 INSURER B: Torus National Insurance Company 25496 INSURER C: Continental Western Insurance Compa 10804 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 436094720 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (RBD) (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 PD Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	XNDP-00282-02	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	XNDA-00282-02	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION \$		82772D163AL1	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Installation Floater		CNA4273685-41	7/1/2015	7/1/2016	Jobette Limit \$100,000 Catastrophe Limit \$200,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Hurricane Isaac Rip-Rap Breakwater Repairs, Long Beach Small-craft Harbor
 Certificate holder is listed as an Additional Insured under the general liability and automobile liability as required by written contract. Umbrella is follow form.

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Avenue Long Beach MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of August 18, 2015
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

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7/20/2015

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INSURED TWINLCO-02 Twin L Construction Co., Inc. 8292 Firetower Rd. Pass Christian MS 39571		INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Co. NAIC # 12831 INSURER B: Torus National Insurance Company 25496 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 129988175** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDITIONAL		POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
		INSUR	WAIVED					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$1,000 PD Ded. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XNDP-00282-02	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Per occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPOP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			XNDA-00282-02	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			82772D163ALI	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
							PER STATUTE	\$
							OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Hurricane Isaac - Rip-Rap Breakwater Repairs, Long Beach Smallcraft Harbor

CERTIFICATE HOLDER A Garner Russell & associates, Inc. 520 33rd Street Gulfport MS 39507 Harrison	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of August 18, 2015
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2015

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PRODUCER The Insurance Center A Division of BancorpSouth Insurance Services 213 Porter Avenue Biloxi MS 39530-	CONTACT NAME: Belinda Tubbs PHONE (Ac. No. Ext): 228-374-2000 FAX (Ac. No.): 228-432-7420 E-MAIL ADDRESS: belinda.tubbs@bksi.com
INSURED Twin L Construction Co., Inc. 8292 Firetower Rd. Pass Christian MS 39571	INSURER(S) AFFORDING COVERAGE INSURER A: AGC Workers Compensation Fund INSURER B: Safety National Casualty Corporatio INSURER C: - INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 99650304 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INSR. LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WCD9401280016	7/1/2015	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
B	Excess Workers Comp		SP 4053268	7/1/2015	7/1/2018	\$1,000,000 SIR \$1,000,000 EL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 Project: Hurricane Isaac - Rip-Rap Breakwater Repairs, Long Beach Smallcraft Harbor

CERTIFICATE HOLDER A Garner Russell & associates, Inc. 520 33rd Street Gulfport MS 39507 Harrison	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to approve final acceptance, Hurricane Isaac Rip-Rap Breakwater Repairs, Twin L Construction, Inc., all as set forth above.

**Minutes of August 18, 2015
Mayor and Board of Aldermen**

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
GULFBORNT, MS 39507

TEL (228) 863-0667
FAX (228) 863-8232

August 13, 2015

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

**RE: Proposed Change Order #3
Hurricane Isaac - Pavement and Sidewalk Repairs
Long Beach Smallcraft Harbor**

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project. This change order is submitted for several reasons:

- We have attempted to project the final quantities needed to complete construction of the project. There has also been some additional work performed in order to ensure proper drainage of the parking areas.
- During construction, a small portion of electrical conduit was uncovered and subsequently damaged. The conduit was very shallow (immediately beneath the asphalt), and small sections of the conduit and the electrical wires were broken or otherwise damaged. This damage has been repaired by the Contractor at his expense; however, we recommend that the electrical conduit be encased in concrete to prevent future damage of this nature. The conduit cannot be lowered due to the large rip-rap and stone material beneath it.
- A contract time extension is the simplest method to deal with the construction delay required by Change Order No. 2. This delay lasted for approximately 15 months, but work has now resumed based on the requirements of Change Order No. 2. The current change order includes A time extension equivalent to the delay.

The additional costs indicated on the attached change order will be submitted for reimbursement via Tidelands funds. Based on the above, we hereby recommend approval of this change.

Sincerely,

David Ball, P.E.

DB:1983
Enclosure

Minutes of August 18, 2015
Mayor and Board of Aldermen

Change Order
No. 3

Date of Issuance: 8/6/2015 Effective Date: 8/25/2015
Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
Contract: Hurricane Isaac Repairs - Pavement and Sidewalk Repairs Date of Contract: 12/10/2013
Contractor: Gulf Breeze Landscaping, LLC Engineer's Project No.: 1983

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

- Description:
1. Adjust contract quantities to conform to projected final field measurements.
 2. Add pay item for the encasement of electrical conduits which were uncovered and damaged during the work. The conduits were buried at a very shallow depth (immediately under the existing asphalt), but are being repaired by the Contractor. This pay item is to encase the conduits in concrete to prevent future damage of this nature.
 3. Adjust contract time in accordance with Change Order #2, based on a return Notice to Proceed of July 27, 2015. It is possible that further time extensions may be necessary.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: <u>\$398,668.69</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>120</u> Calendar days Substantial completion (days or date): <u>5/5/2014</u> Ready for final payment (days or date): _____
(Increase) in Contract Price from previous Change Orders No. <u>\$53,850.00</u>	Change in Contract Time from previous Change Orders No. Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$452,518.69</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>5/5/2014</u> Ready for final payment (days or date): _____
(Increase) in Contract Price due to this Change Order: <u>\$14,077.87</u>	(Increase) in Contract Time due to this Change Order: Substantial completion (days or date): <u>468</u> Ready for final payment (days or date): _____
Revised Contract Price incorporating this Change Order: <u>\$466,596.56</u>	Contract Times incorporating this Change Order: Substantial completion (days or date): <u>8/16/2015</u> Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: [Signature] By: _____ By: _____

Date: 8.13.2015 Date: _____ Date: _____

Minutes of August 18, 2015
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER

3

PROJECT NO. 1983

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. LBGR023								
400-A	REMOVAL OF PAVEMENT	1,425 S.Y.	\$5.00	\$7,125.00	86.33	\$431.65	3,511.33	\$7,556.65
<i>Southern Fishing Quay</i>								
401-A	SELECT SANDY BACKFILL (LVM)	900 C.Y.	\$21.50	\$19,350.00	72	\$1,548.00	972	\$20,898.00
401-B	CLAY GRAVEL BACKFILL (LVM)	400 C.Y.	\$17.00	\$6,800.00	(400)	(\$26,800.00)	0	\$0.00
401-C	8" LIMESTONE ROAD BASE RESTORATION (FM)	1,318 S.Y.	\$16.65	\$21,944.70	(113.67)	(\$1,892.61)	1,204.33	\$20,052.09
401-E	CLASS "AA" CONCRETE PAVEMENT (FM)	3,318.0 S.Y.	\$72.10	\$239,027.80	134.89	\$9,004.57	3,452.89	\$104,032.37
401-G	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	14 EA.	\$100.00	\$1,400.00	17.00	\$1,700.00	31	\$3,100.00
401-H	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS	19 EA.	\$150.00	\$2,850.00	(19.00)	(\$2,850.00)	0	\$0.00
401-I	SEAL SEAMS/PENETRATIONS IN THE SOUTH BULKHEAD WALL (INTERIOR AND EXTERIOR)	1,238 VLF	\$5.25	\$6,499.50	(165.70)	(\$869.93)	1,072.30	\$5,629.56
402-A	TRAFFIC STRIPING	1,594 L.F.	\$1.00	\$1,594.00			1,594	\$1,594.00
403-A	CHAIN LINK FENCE	300 L.F.	\$19.75	\$5,925.00	20.00	\$395.00	320	\$6,320.00
403-B	GUARD RAIL	305 L.F.	\$40.25	\$12,276.25			305	\$12,276.25
CD1-401-F	FORMING FOR REVISED CONCRETE PAVEMENT SECTION THICKENED EDGE "FOOTER" AROUND PERIMETER OF REVISED CONCRETE PAVING SECTION	1 L.S.	\$6,525.00	\$6,525.00			1	\$6,525.00
CD1-401-G	DETERMINATION OF CHANGED FIELD CONDITIONS	1 C.Y.	\$275.00	\$275.00	7	\$1,925.00	18	\$4,950.00
CD1-401-H	CONTRACTOR'S BOND COSTS & PRELIMINARY PROJECT COSTS	1 L.S.	\$1,000.00	\$1,000.00			1	\$1,000.00
CO2-1	CONTRACTOR'S BOND COSTS & PRELIMINARY PROJECT COSTS	1 L.S.	\$20,000.00	\$20,000.00			1	\$20,000.00
CO2-2	DEDUCT CONTRACTOR'S BOND COSTS & PRELIMINARY PROJECT COSTS	1 L.S.	(\$20,000.00)	(\$20,000.00)			1	(\$20,000.00)
Parking Lot Repairs								
400-A	REMOVAL OF PAVEMENT	2,972 S.Y.	\$13.47	\$40,032.84	(351.00)	(\$4,727.97)	2,621	\$35,304.87
401-A	SELECT SANDY BACKFILL (LVM)	50 C.Y.	\$15.00	\$750.00			50	\$750.00
401-B	CLAY GRAVEL BACKFILL (LVM)	50 C.Y.	\$55.00	\$2,750.00			50	\$2,750.00
401-C	8" LIMESTONE ROAD BASE RESTORATION (FM)	2,972 S.Y.	\$16.85	\$50,075.40	(351.00)	(\$5,949.45)	2,621	\$44,475.95
401-D	4" HOT BITUMINOUS SURFACE COURSE (12.5 . MIX, FM)	2,972 S.Y.	\$27.60	\$82,027.20			2,972	\$82,027.20
401-E	CLASS "CC" CONCRETE SIDEWALKS (FM)	190 S.Y.	\$50.00	\$9,500.00			190	\$9,500.00
401-G	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	20 EA.	\$100.00	\$2,000.00			20	\$2,000.00
401-H	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS	1 EA.	\$150.00	\$150.00			1	\$150.00
402-A	TRAFFIC STRIPING	150 L.F.	\$1.00	\$150.00			150	\$150.00
West Jetty Parking Lot Repairs								
400-A	REMOVAL OF PAVEMENT	67 S.Y.	\$5.00	\$335.00			67	\$335.00
401-A	SELECT SANDY BACKFILL (LVM)	50 C.Y.	\$15.00	\$750.00			50	\$750.00
401-B	CLAY GRAVEL BACKFILL (LVM)	50 C.Y.	\$55.00	\$2,750.00			50	\$2,750.00
401-C	8" LIMESTONE ROAD BASE RESTORATION (FM)	67 S.Y.	\$17.00	\$1,139.00			67	\$1,139.00
401-D	4" HOT BITUMINOUS SURFACE COURSE (12.5MM MIX, FM)	67 S.Y.	\$51.00	\$3,417.00			67	\$3,417.00
401-G	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	15 EA.	\$100.00	\$1,500.00			15	\$1,500.00
401-H	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS	1 EA.	\$150.00	\$150.00			1	\$150.00
402-A	TRAFFIC STRIPING	100 L.F.	\$1.00	\$100.00			100	\$100.00
TOTAL FEMA PROJECT WORKSHEET NO. LBGR023					\$409,218.69	(\$28,045.73)		\$381,172.96
CIAP Alternate Bid - Non-FEMA Reimbursable								
CO1-404-A	INSTALL 14" CULVERT "LOW THROUGH" AT SOUTHERN QUAY	1 L.S.	\$23,300.00	\$23,300.00			1	\$23,300.00
TOTAL CIAP Alternate Bid - Non-FEMA Reimbursable					\$23,300.00	\$0.00		\$23,300.00
Tidelands Funds Reimbursable								
CO2-3	DEMobilization/REMOBILIZATION	1 L.S.	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
CO2-4	RENTAL FEES	1 L.S.	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
CO2-5	EQUIPMENT COSTS & DAMAGES DUE TO DELAY	1 L.S.	\$10,000.00	\$10,000.00		\$0.00	1	\$10,000.00
CO2-1	INSTALL DUCT BANK AND REMOVE SPOILS FROM SITE	0 L.S.	\$4,600.00	\$0.00	1	\$4,600.00	1	\$4,600.00
CO2-2	4" HOT BITUMINOUS SURFACE COURSE (12.5MM MIX, FM)	0 S.Y.	\$27.60	\$0.00	738	\$20,368.80	738	\$20,368.80
TOTAL Tidelands Funds Reimbursable					\$10,000.00	\$24,968.80		\$44,968.80
CIAP Funds Reimbursable								
CO3-3	4" HOT BITUMINOUS SURFACE COURSE (12.5MM MIX, FM)	0 S.Y.	\$27.60	\$0.00	623	\$17,194.80	623	\$17,194.80
TOTAL CIAP Funds Reimbursable					\$0.00	\$17,194.80		\$17,194.80
TOTAL					\$492,518.69	\$14,077.47		\$466,566.56

ESDC No. C-041 (2002 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Upon clarification and based upon the recommendation of Mr. Ball, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve Change Order #3, Hurricane Isaac – Harbor Pavement and Sidewalk Repairs Contract, Gulf Breeze Landscaping, LLC, all as set forth above.

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

M.B. 81
PUBHEAR/REG:08.04.15

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HARBOR:

- Resignation, Harbor Guard Kimberly Fillingame, effective August 15, 2015;
- Resignation, Harbor Guard Jack Watts, effective August 15, 2015;
- Hire Part Time Harbor Guard Larry Edwards, CSH-2- Basic, effective August 16, 2015;
- Hire Harbor Guard Christine Mercer, CSH-2-Basic, effective September 1, 2015.

FIRE DEPARTMENT:

- Step Increase, Driver/Operator Heath Mitchell, FS-10-VII, effective September 16, 2015.

POLICE DEPARTMENT:

- Resignation, Police Officer 1st Class Justin Ford, effective August 15, 2015.

COURT:

- Step Increase, Deputy Court Clerk Debbie Korte, CSA-4-XI, effective August 1, 2015.

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to approve the TEC Master Agreement, as follows:

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Master Service Agreement

THIS MASTER SERVICE AGREEMENT ("Agreement") is made as of the date on the signature page of this Agreement, by and between the customer name noted on the signature page ("Customer") and TEC of Jackson, Inc. d/b/a as TEC ("Carrier"), having its business address for the purposes of this Agreement at 700 South West St, Jackson, MS 39201. Each Customer and Carrier may be referred to as a "Party" and collectively as "Parties."

WHEREAS, Customer desires to engage Carrier to provide to Customer certain telecommunications transmission capacity and related services as described more fully herein and in Service Order(s) issued hereunder;

WHEREAS, Carrier desires to provide said telecommunications capacity and services; and

WHEREAS, this Agreement sets forth the rates, terms and conditions for the provision of said telecommunications capacity and services;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. DEFINITIONS

Capitalized terms used herein have the meanings set forth hereunder. Any capitalized term used but not otherwise defined herein has the meaning set forth, as applicable, in the Act or in the applicable Tariff (as those terms are defined hereunder). Terms that are neither capitalized nor otherwise defined in this Agreement are to be construed in accordance with their customary usage in the telecommunications industry. Unless otherwise stated, Section and Exhibit references refer to the Sections and Exhibits of this Agreement

- 1.1. **Act.** "Act" means the Communications ACT of 1934, as amended, as interpreted by the rules (including without limitation the Federal Communications Commission's Rules), orders and decisions of any Regulatory Authority.
- 1.2. **Adds.** "Adds" means additions to Services.
- 1.3. **Business Day(s).** "Business Day(s)" means any calendar day in which the Carrier's offices are open for business.
- 1.4. **Changes.** "Changes" means a change of transmission rate or functionality for a Service.
- 1.5. **Charges.** "Charges" means charge(s) incurred by Customer for Services provided by Carrier within the scope of this Agreement.
- 1.6. **Conduit.** "Conduit" means the conduit, tubing, pipes, or other enclosure in which the Fibers are located.
- 1.7. **Delete(s).** "Delete(s)" (or "to Delete") means the deletion of (to delete) one or more Services from Customer's network.
- 1.8. **Event of Default.** "Event of Default" means any of the events set forth in Section 10.
- 1.9. **Expedites.** "Expedites" means accelerated installations, Moves, Adds, Deletes, Changes or other Service requests.
- 1.10. **Fiber.** "Fiber" means the optical fiber cable over which the Services are provided by Carrier.
- 1.11. **Installation (to Install).** "Installation" (or "to Install") means the furnishing of Services by Carrier to Customer at a Site, by the scheduled date as specified in the Service Order(s) detailed on Exhibit A.
- 1.12. **Installation Date.** "Installation Date" means that date upon which Carrier is to complete installation of Services at a given Site, as specified on the Service Order(s) detailed in Exhibit A.
- 1.13. **Moves.** "Moves" means a change of (i) Site, or (ii) Point of Demarcation between the Carrier's network and the

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Customer's facilities at a Site.

- 1.14. **Person.** "Person" means an individual, partnership, Limited Liability Company or partnership, corporation, business trust, trust, unincorporated association, joint venture, business-unit, division or other entity of whatever nature.
- 1.15. **Point of Demarcation.** "Point of Demarcation" means the interface (such as a port or cross-connect at a Customer-provided RG-45 jack or other mutually acceptable equipment) between the Parties' respective facilities at a Site.
- 1.16. **Rates.** "Rates" means the rates for Services set forth as specified on the Service Order(s) identified on Exhibit A.
- 1.17. **Regulatory Authority.** "Regulatory Authority" means any federal, state, county, city or local governmental body which may lawfully exercise jurisdiction over the Services rendered under this Agreement.
- 1.18. **Service(s).** "Service(s)" means the telecommunications transmission capacity to be furnished by Carrier hereunder and other services provided by Carrier within the scope of this Agreement, in each case as more fully specified on the Service Order(s) detailed in Exhibit A.
- 1.19. **Service Order(s).** "Service Order(s)" means the initial request for installation and all subsequent Carrier Services specified in a written document signed by Customer and Carrier and attached to this Agreement, in each case as more fully specified on the Service Order(s) identified on Exhibit A.
- 1.20. **Service Term.** The period of time Customer has requested that the Service be provided, as identified on each Service Order. If the Service Term is not stipulated in the Service Order, a 12-month term will apply. Following each Service Term, the Services will continue on a month-to-month term unless terminated by either Party by providing thirty (30) days prior written notice to the other Party.
- 1.21. **Site(s).** "Site(s)" means the Customer or Carrier locations set forth on the Service Order(s) identified on Exhibit A.
- 1.22. **Specifications.** "Specifications" means the Service performance specifications set forth in a Tariff or as set forth in Exhibit B, whichever is applicable.
- 1.23. **Term.** "Term" means the period during which this Agreement shall be in effect, as set forth in Section 8.
- 1.24. **Third Party Services.** "Third Party Services" means telecommunications transmission capacity services provided by a Person other than Carrier that serve to replace, modify, or are to be added to the Services.
- 1.25. **Updates.** "Updates" means Carrier's future enhancements (if any) to the Services.

2. SERVICES

- 2.1. **Agreement to Provide Services.** Carrier shall provide the telecommunications transmission capacity and Services provided by Carrier as more fully specified in the Service Order(s) identified on Exhibit A ("Services"). Carrier may require a credit check for Customer before providing service.
- 2.2. **Installation.** Carrier shall substantially complete Installation of Services at the Site(s) as specified in the Service Order no later than ninety (90) days from the applicable Installation Date specified therein; provided, however, Customer acknowledges and agrees that Carrier's ability to complete the Installation may be contingent upon Third Party Services, Customer readiness and force majeure. If Customer has ordered multiple Services, partial billing will begin as each Service is installed and active.
- 2.2.1. Customer shall be solely responsible for the provision, operation, repair and maintenance of all equipment, facilities and service on the Customer's side of the Point of Demarcation at each Site at which Services are installed.
- 2.2.2. Carrier shall be solely responsible for the provision, operations, repair and maintenance of all equipment, facilities and service on the Carrier's side of the Point of Demarcation at each Site at which Services are installed.
- 2.2.3. As a condition precedent to Customer's installation obligation under this Section 2.2, Customer shall provide Carrier, at no cost to Carrier, access to, and reasonable space, power and environmental conditions at the Point of Demarcation at each Site; including, but not limited to, roof, window, equipment, battery and conduit space, air conditioning, right-of-way access and fire protection, as applicable for the particular installation. When the granting of any right-of-way access to Carrier requires the consent of third parties, Customer shall obtain such consent on behalf of Carrier.
- 2.2.4. The Parties shall arrange for Carrier's access to the Customer's Site(s) at any time reasonably requested by Carrier. Customer shall provide, promptly upon request (made in writing or otherwise), Carrier with access to Customer's Site(s) at any time to maintain or repair any of the Services, subject only to Customer's reasonable security procedures in effect from time to time.
- 2.2.5. If, on responding to a Customer-initiated service call, Customer and Carrier jointly determine in good

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faith that the cause of the Service disruption was a failure, a malfunction or the inadequacy of Customer's equipment or the result of Third Party Services, Customer shall compensate Carrier on a time and materials basis, for actual time expended during the service call (rounded to the next hour), at the current rate per hour listed in the Service Order and Fees document during 8:00 a.m. to 5:00 p.m. on Business Days, and two times that rate per hour for holidays and all other times. Charges made to Carrier of these hourly rates are in addition to Charges for materials used in such service calls.

2.2.6. Neither Party shall adjust, align, attempt to repair, relocate or remove the other Party's equipment, except as expressly authorized in writing by the other Party. Customer acknowledges and agrees that any Moves may result in the need for additional Services and may cause Customer to incur additional fees.

2.2.7. Carrier's equipment shall remain under the sole and exclusive control of Carrier, and nothing contained herein shall give or convey to Customer, or any other Person, any right, title or interest whatsoever in Carrier's equipment. Carrier's equipment shall at all times be and remain personal property, notwithstanding that it may be or become attached to or embedded in realty. Customer shall not (nor shall it permit any other Person to) tamper with, remove or conceal any identifying plates, tags or labels identifying Carrier's ownership interest in Carrier's equipment. Customer shall not permit any liens, security interests or any other encumbrances whatsoever to be attached to Carrier's equipment.

2.3. Subcontractors (Other Carriers).

2.3.1. Carrier may subcontract some or all of the work to be performed by Carrier hereunder, subject to the terms and conditions hereof; provided, however, Carrier shall remain responsible for all subcontracted work.

2.3.2. Notwithstanding Section 2.3.1, other common carriers, including without limitation other local exchange carriers, interexchange carriers, wireless carriers, or cable companies, whether or not affiliated with Carrier, are not to be deemed subcontractors of Carrier for purposes of this Agreement.

3. RATES, CHARGES AND PAYMENTS

3.1. Rates and Charges. Customer shall pay Carrier for the Services. All Charges to Customer for Services will be calculated in accordance with the Rates provided in the Service Orders identified on Exhibit A.

3.2. Timeliness of Invoicing. Unless otherwise set forth in a Service Order, any and all invoicing for Charges to Customer for Services shall be submitted to the Customer for payment within sixty (60) days of the Services having been provided. Customer is responsible for all charges, no matter the interval at which they are billed. Any objection to billed charges must be reported to Carrier within sixty (60) days of Invoice date.

3.3. Billing and Accounting. Unless otherwise set forth in a Service Order, Carrier shall invoice Customer in advance on a centralized basis at Customer's notice address specified herein (or at such other address of which Customer may advise Carrier in writing in accordance with Section 11.2) for all Services and additional services provided during each calendar month or other mutually agreeable billing cycle. Customer shall pay Carrier for all Charges upon receipt of the Invoice. Account is/will be considered past due fifteen (15) days after invoice date and late fees will be assessed on the last business day of the month at 1 1/2% per month. Service is subject to interruption if the account remains unpaid for a period of thirty (30) days or more from the date of billing. Customer agrees to reimburse Carrier for all reasonable expenses, including reasonable attorney's fees, for collection of past due accounts.

3.4. Taxes, Franchise, Licenses and Permit Fees. Each Party shall be responsible for payment of (i) its respective federal, state, local or other applicable taxes or similar assessments and of (ii) any franchise, license or permit fees for any of its respective equipment, facilities, and/or real property. The Services are generally proposed exclusive of any federal, state, or local taxes, which shall be added to each Invoice for Charges. Customer shall pay any such taxes unless a valid exemption certificate is furnished to Carrier for the State of use.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. Compliance with Laws. Each Party represents, warrants and covenants that its provision of equipment, facilities or services hereunder shall be, during and throughout the Term, in material compliance with all applicable laws, including without limitation, all applicable rules, regulations and policies of all Regulatory Authorities.

4.2. Legal Authority and Enforceability. Each of Carrier and Customer represents and warrants the following: (i) its execution and delivery of this Agreement, and any collateral agreements related hereto, and the consummation of all transactions contemplated hereby, have been duly authorized by all requisite corporate action; (ii) this Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which Customer and Carrier are Parties constitute the valid and legally binding obligations of each Party, enforceable against such Party in accordance with their respective terms; (iii) the execution, delivery and performance by each Party of this Agreement and the agreements provided for herein, and the consummation of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, materially violate the provisions of any law, rule or regulation applicable to such Party, violate any judgment, decree, order or award of any Regulatory Authority binding upon such Party, or conflict with or violate the terms of any other agreement by which such Party or its property is bound.

4.3. Disclaimer. CARRIER MAKES NO WARRANTIES EXCEPT THOSE THAT ARE EXPRESSLY SET FORTH IN THIS SECTION 4. CARRIER DOES NOT WARRANT UNINTERRUPTED, ERROR-FREE OR SECURE OPERATION WITH

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RESPECT TO ANY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FURTHER, CARRIER DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS. CARRIER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. LIMITATION OF LIABILITY, INDEMNITY AND WAIVER OF CLAIMS

5.1. Limitation of Liability

5.1.1. The liability of Carrier regarding the Customer's loss of use of the Services or failure of or inability to use the Services during a Service Outage is limited to the Charges Customer proves were incurred during the affected period. A "Service Outage" is an interruption in the Services caused by a failure of Carrier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Carrier's complete control. Notwithstanding the above, Carrier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, failure of other exchange carriers or telecommunications network providers, power outages, or other interruptions not within the complete control of Carrier. In addition, there will be no credits, reductions or set-offs against Charges for Services, or for downtime of Services, except as expressly set forth herein. The liability of Carrier and its affiliates related to the Services provided under this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total of \$250.00, or up to the amount of the period of outage as a ratio to the monthly recurring service, whichever is less.

5.1.2. Under no circumstances will Carrier or its affiliates be liable for any of the following: (1) the content of the information passing over Carrier's network; (2) unauthorized access to Customer's equipment or transmission facilities; (3) unauthorized access or damage to, alteration, theft, destruction or loss of, Customer's records or data; (4) pain and suffering or emotional distress damages; (5) economic consequential damages (including lost profits, savings or business opportunities), even if Carrier is informed of their possibility; (6) incidental, indirect, general, special, hedonic or punitive damages, even if Carrier is informed of their possibility; (7) claims for damages caused by Customer; (8) claims against Customer by any other party; or (9) any act or omission of any other party furnishing services and/or products, or the installation and/or removal of any and all equipment or supplies by any other service provider.

5.2. Indemnity and Waiver of Claims

5.2.1. Customer shall indemnify, defend, and hold harmless Carrier, its officers, directors, employees, affiliates and agents from all claims, liabilities, expenses, attorneys' fees or damages (whether economic or non-economic) for physical damage to real property or tangible personal property, and/or bodily or other personal injury, including death, to the extent caused by the acts or omissions of Customer or Customer's employees, agents or contractors arising out of or related to any installation or other services that are (1) provided while at the Customer's home or business address and/or (2) related to the Services provided under this Agreement.

5.2.2. Customer shall indemnify, defend, and hold harmless Carrier, its officers, directors, employees, affiliates, agents and any other service provider who furnishes services to Customer related to the Services provided under this Agreement, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys' fees) arising out of or related to Customer's or any third party's use of the Services provided under this Agreement.

5.2.3. Customer shall indemnify, defend, and hold harmless Carrier from all liability, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys' fees) resulting from Customer's transmissions over Carrier's facilities, including but not limited to claims for libel, slander, copyright, patent or trademark infringement, and/or misappropriation of trade secrets. Customer promises and agrees that he, she or it and anyone who uses the Services provided under this Agreement, and all content exchanged using the Services, will comply at all times with all laws, regulations, and written and electronic instructions for using the Services.

5.2.4. Customer waives all claims or causes of action arising from or relating to Carrier's SIP or VoIP 911 Service. Customer expressly agrees that Carrier will have no liability arising from or relating to Carrier's SIP or VoIP 911 Service. Customer shall be responsible for all damages and liability that may arise from his, her or its failure to provide true, accurate, current and complete information and to maintain and promptly update such information. If Customer provides any information that is, or Carrier has reasonable grounds to suspect is, untrue, inaccurate, misleading, incomplete, or not current. Carrier may suspend or terminate or refuse any and all current or future use of the Services, or any portion thereof.

6. FORCE MAJEURE

6.1. **General.** Neither Party shall be liable to the other for any delay, impairment or failure to perform during any period in which such delay, impairment or failure is (i) due to causes beyond its control, and (ii) without such Party's fault or negligence (hereinafter a "Force Majeure"), including, but not limited to, fires, floods, epidemics, third-party negligence, quarantine restrictions, war, labor disputes and freight embargoes.

7. RELATIONSHIP OF PARTIES

7.1. **Authority.** The relationship between Customer and Carrier shall not be that of partners, agents, employees or a

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joint venture for or with one another, and nothing contained in this Agreement shall be, unless otherwise expressly set forth herein, deemed to constitute a partnership, agency, or employment agreement between them for any purpose, including but not limited to for federal income tax purposes. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other Party. Customer and Carrier, in performing any of their obligations hereunder, are independent contractors and each shall discharge their respective contractual obligations at its own risk. This Agreement does not create a beneficial or other interest for any Person not a Party hereto, and nothing contained herein shall be construed to create any rights enforceable by any other Person or third party. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party to this Agreement.

8. TERM, TERMINATION

8.1. **Term of the Agreement.** The Term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in effect through the Service Term of each Service Order issued hereunder. Additionally, the effective date of any individual Service Order shall be the date such Services are installed or scheduled to be installed, if Customer requests a delay due to Customer readiness.

8.2. **Termination by Either Party.** Except as otherwise provided herein, either Party may terminate this Agreement, without liability of any kind, in the event of one or more of the following: (i) the occurrence of an Event of Default with reference to the other Party's obligations, as set forth in Section 10; or (ii) an Adverse Regulatory Determination. Service may be Terminated by Carrier, with or without notice in the event: (i) If acts of Customer, including furnishing false credit information, are such as indicate intent to defraud Carrier; (ii) Non-payment of amounts due; (iii) Violation of regulatory requirements, federal or state law or intentional abuse of the service. Carrier ~~may also terminate for convenience with thirty (30) days written notice.~~
OR CUSTOMER - Dec 8/18/15

Dec 8/18/15 ~~In the event Customer terminates service before the expiration of the Service Term commitment listed on the Service Order, Customer shall pay the remaining months to fulfill the Term times the monthly Rate on the Service Order. If construction is found to be required to provide the service after the order is signed, Carrier will advise Customer of the additional charges and Customer will have the option to terminate the service order. Customer must give thirty (30) days notice in writing to terminate service.~~

8.3. **Service Orders.** Individual Service Orders may carry their own Service Term and/or termination procedures that apply to that specific contracted service, and in such case, such Service Term and procedures shall govern the service provided under the Service Order only.

9. SERVICE LEVELS

9.1. **General.** The Service level commitments ("Service Levels") for Services are provided in the applicable Service Orders or are posted on the Carrier website at www.tec.com/terms for each Service. Service Levels generally do not apply to services provided by third parties, during periods of force majeure or during Service maintenance ("Excused Outages"). If Carrier does not meet a Service Level (based on Carrier's records) applicable service credits will be issued upon Customer's request to Carrier. Credits must be requested within sixty (60) days after the event giving rise to the credit. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any).

10. EVENTS OF DEFAULT AND REMEDIES

10.1. **Default by Carrier.** An Event of Default shall have occurred with respect to Carrier if Customer experiences with respect to the Service, in the aggregate on a network-wide basis, ten (10) or more interruptions (which do not qualify as Excused Outages, see Section 9.1) during any consecutive period of six (6) calendar months, resulting in a cumulative disruption of Services of seventy-two (72) hours or more. Carrier must be notified by Customer of interruption in a timely manner.

10.2. **Default by Customer.** An Event of Default shall have occurred with respect to Customer if Customer shall have failed to make payment due in accordance with the provisions hereof within thirty (30) calendar days of Customer's receipt of invoice.

10.3. **Default by Each Party.** Events of Default, with respect to either Party, shall have occurred by reason of any of the following: (i) any material misrepresentation or material breach of any warranty, representation or obligation contained in this Agreement; (ii) either Party ceases to do business as a going concern; or (iii) either Party makes a general assignment for the benefit of, or enters into any composition or arrangement with creditors; is unable to or admits in writing its inability to pay its debts as they become due; authorizes, applies for, or consents to the appointment of trustee or liquidator of all or substantial part of its assets or has proceedings seeking such appointment commenced against it which are not terminated within sixty (60) days of such commencement; files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization or arrangement provisions of the laws of the United States pertaining to bankruptcy or similar law of any jurisdiction or has proceedings under any such law instituted against it which are not terminated within sixty (60) days of such commencement; or has any substantial part of its property become subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without said levy, seizure, assignment or sale being released, lifted, reversed or satisfied within ten (10) days thereafter.

10.4. **Remedies.** Either Party, in addition to all other remedies hereunder, may terminate this Agreement, upon the occurrence of an Event of Default by the other; provided, however, that the Party seeking termination shall have previously given the other Party notice of such Event of Default, specifically stating the nature of such Default, and (except with respect to Customer's payment obligations or a default by either Party under Section 10.3 (iii) hereof) thirty (30) days from the date of receipt of such notice to cure such Event of Default.

11. MISCELLANEOUS

CONFIDENTIAL AND PROPRIETARY

**Minutes of August 18, 2015
Mayor and Board of Aldermen**

11.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns. This Agreement shall be deemed automatically assigned to any successor-in-interest to either Party created by merger, acquisition, consolidation, spin-off or divestiture. Otherwise, this Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

11.2. Notices. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid; or (iv) by email (followed by confirmation on the following business day by mail as aforesaid). All notices given under this Agreement shall be addressed, in the case of Customer, as noted on the Service Order; in the case of Carrier, as follows:

TEC of Jackson, Inc.
Attention: Customer Care Manager
700 South West St.
Jackson, MS 39201

Personal delivery to a Party or to any officer, partner, agent, or employee of such Party at its address herein shall constitute receipt. The following shall also constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. This Section shall not be construed in any way to affect or impair any waiver of notice or demand herein provided.

11.3. Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of the Customer's primary service location, as designated on the final (signature) page of this Agreement, without regard to that State's choice of law provisions.

11.4. Construction of the Agreement. To the extent possible and reasonable, this Agreement shall be construed in conformity with and not in conflict with applicable Tariffs (if any) and regulations.

11.5. No Waiver. No waiver of any of the provisions of this Agreement shall be binding on either Party unless evidenced by a written notice or amendment signed by an authorized representative of the Party to be bound.

11.6. Disputes; Arbitration. Carrier's first intent is always to solve any dispute through constructive negotiation. Therefore, the Parties agree that in the case of any controversy, dispute, or claim, arising out of, or relating to, this Agreement, or breach thereof, shall first be settled through good faith negotiation. Representatives from Carrier and Customer agree to first work toward resolution. If, within ten (10) business days, the issue cannot be resolved, it will be escalated to a designated member of executive management for each Party who agree to meet within five (5) business days to address the issue. If it cannot be settled through negotiation, any dispute or claim arising out of, or relating to, the Services and/or this Agreement shall be subject to arbitration administered under the commercial arbitration rules of the American Arbitration Association ("AAA") in Jackson, Mississippi or such other location as the Parties may mutually agree. The Parties shall mutually select an arbitrator who shall be a licensed member of the State Bar in the State in which the arbitration will be conducted with at least ten (10) years of experience with commercial contracts, including, if possible, telecommunications industry contracts. If the Parties cannot mutually agree on an arbitrator, the Parties shall request from the AAA a list of three (3) qualified arbitrators, and each Party may strike one (1) member of the panel; the remaining member of the panel shall be the arbitrator. No pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator shall apply the laws of the State of the Customer's primary service location, as designated on the final (signature) page of this Agreement, without regard to its choice of law provisions. The award and any findings of the arbitrator must be filed within thirty (30) calendar days of the arbitration hearing; such judgment shall be issued in writing and based upon legal principles. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties further agree that the arbitrator shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. Nothing contained in this section will limit either Party's ability to seek injunctive relief in any court. The Parties will mediate and arbitrate disputes in confidence. Each Party shall bear its own costs incurred in connection with the arbitration. Other costs will be allocated as the arbitrator directs. **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.**

11.7. Entirety of Agreement. This Agreement (together with its Exhibits attached hereto and Service Orders identified therein) and all terms and conditions listed at www.tec.com/terms (including, but not limited to the Digital Millennium Copyright Policy, the Fair Access Policy, the Internet Acceptable Use Policy, the Privacy Policy and any other policy posted on the website) constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings and agreements, written or oral, and may not be modified or altered except by a written instrument duly executed by the Parties. In the event of any conflict between this Agreement and any Service Order, the Service Order shall govern with respect to that Service Order only.

11.8. Severability. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

11.9. Caption Headings. Captions and Section headings used in this Agreement are for convenience only and shall not be used to interpret any provision hereof.

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Minutes of August 18, 2015 Mayor and Board of Aldermen



11.10. **Remedies Cumulative and Nonexclusive.** Except as otherwise set forth herein, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

11.11. **Survival.** The following provisions of this Agreement shall survive its termination (for any reason whatsoever) or expiration: Section 3, Rates, Charges and Payments; Section 4, Representations, Warranties and Covenants; Section 5, Limitation of Liability, Indemnity and Waiver of Claims; and any other provision which by its terms or by any reasonable interpretation thereof is intended to survive termination or expiration.

11.12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together constitute one and the same Agreement.

11.13. **Agreement Not Exclusive.** Except as otherwise provided herein, this Agreement is not exclusive and either Party may engage in and possess interests in other business ventures of any nature whatsoever, and may conduct and in engage in all other activities in connection with the sale, lease, purchase, or provision of other communications facilities and services.

11.14. **Time of Essence.** Time is of the essence in the performance under this Agreement.

11.15. **Further Assurances.** From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Service Agreement to be executed by their duly respective authorized officers as of this, the 18th day of AUGUST, 2015.

Customer Name: CITY OF LONG BEACH
Customer Billing Address: P.O. Box 929
201 JEFF DAVIS AVE.
LONG BEACH, MS 39560

State of Primary Service Location (AL, LA, MS, TN) (as referenced in sections 11.3 and 11.6, herein): MS

By: [Signature]
Name: REBECCA E. SCHRUFF
Title: CITY CLERK
Date: 8/18/15

TEC
By: _____
Name: _____
Title: _____
Date: _____
Account Representative: _____

CONFIDENTIAL AND PROPRIETARY

Minutes of August 18, 2015
Mayor and Board of Aldermen

Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried acknowledging the Revenue/Expense Report – June, 2015.

Alderman Ponthieux made motion seconded by Alderman Lishen and unanimously carried to approve the School District FY 2016 Budget, as follows:

BUDGET CERTIFICATION

2015-2016

Date: August 12, 2015

TO: State Superintendent of Education

This is to certify that the FY 2016 budget of estimated revenues and expenditures for the support, maintenance and operation of this school district has been filed with the tax levying authority as required by Section 37-61-9, Mississippi Code of 1972 (Ann.), as amended.

Name of District: Long Beach School District	District No.: 2422
Date budget filed with taxing authority:	August 12, 2015
[Redacted]	
Signature of Superintendent:	<i>Carolyn Hamlet</i>
Signature of School Board Chairman:	<i>[Signature]</i>
Signature of Taxing Authority Official:	<i>[Signature]</i>
Title:	<i>Jay Collector</i>

Please submit via SharePoint to the Office of School Financial Services by August 15th

**Minutes of August 18, 2015
Mayor and Board of Aldermen**

**RESOLUTION AND ORDER OF BOARD OF TRUSTEES OF THE
LONG BEACH SCHOOL DISTRICT REQUESTING AN AD VALOREM
TAX FOR THE SUPPORT OF THE SCHOOL DISTRICT**

There came on for consideration at the August 11, 2015 regular meeting of the Board of Trustees of the Long Beach School District, ("the School District") duly convened at 6:00 P.M. on August 11, 2015, all as is required by law, the matter of a request for an ad valorem tax effort for the support of the School District during the 2015-2016 fiscal year, and on the Motion of Trustee Sandi Dulaney for adoption of the following Resolution and Order, the same was read as follows:

A RESOLUTION DECLARING THE NECESSITY OF
AN AD VALOREM TAX EFFORT IN THE AMOUNT
OF \$6,087,680 FOR THE SUPPORT OF THE
LOCAL SCHOOL DISTRICT MAINTENANCE
PROGRAM DURING THE FISCAL YEAR, AND
SUCH ADDITIONAL AD VALOREM TAX EFFORT
AS IS REQUIRED TO PROVIDE DEBT SERVICE
FOR THE SCHOOL DISTRICT FOR 2015-2016.

WHEREAS, after careful consideration and deliberation, the Long Beach School District did, at a regular meeting on July 28, 2015, find the necessity and need for, and did duly adopt a budget for the 2015-2016 fiscal year which required a local ad valorem tax effort of \$ 6,087,680 for the support of the local school district maintenance program; and

WHEREAS, such consideration and deliberation was evident prior to, during, and after the duly advertised budgetary public hearing held on June 30, 2015, and as mandated under

Minutes of August 18, 2015
Mayor and Board of Aldermen

Section 27-61-9 of the Mississippi Code of 1972, Annotated, as amended; and

WHEREAS, Section 37-57-107 of the Mississippi Code of 1972, Amended, excludes from the aforementioned percentage limitation taxes levied for payment of principal and interest on school indebtedness; and

WHEREAS, the District has heretofore issued certain notes as authorized under Miss. Code Ann. Section 37-59-101, et. seq. for the purpose authorized therein, and

NOW, THEREFORE, be it RESOLVED AND ORDERED that, pursuant to Section 37-51-1, 37-57-105, 37-57-107, 27-39-333, and 37-59-107 of the Mississippi Code of 1972, Amended, the Mayor and Board of Aldermen of the City of Long Beach are hereby requested to levy an ad valorem tax effort (1) in the amount of \$6,087,680 (including ad valorem taxes and homestead exemption reimbursement) for the school district maintenance program during the 2015-2016 fiscal year, plus (2) an amount sufficient, as determined by the financial Officer of the City of Long Beach, to pay the principal of and interest on School District indebtedness as the same became due during the 2015-2016 fiscal year, as follows, to wit:

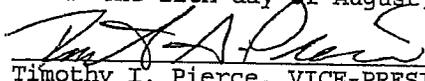
- (a) a regular Three Mill levy for payment of notes issued by Long Beach School District pursuant to Miss. Code Ann. Section 37-59-101, et. seq., in the amount of \$ 350,426 pursuant to Miss Code Ann. Section 37-59-101, et. Seq., as approved by the Board of Trustees of the Long Beach School District

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Mayor and Board of Aldermen

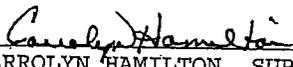
Trustee Patricia Bennett seconded the Motion,
and upon the same being put to a roll call vote, the voting
was as follows:

Trustee Shane Walker voted	<u>Aye</u>
Trustee Angie Johnson voted	<u>Absent</u>
Trustee Sandi Dulaney voted	<u>Aye</u>
Trustee Tim Pierce voted	<u>Aye</u>
Trustee Patricia Bennett voted	<u>Aye</u>

The motion having received the affirmative vote of the
Trustees, the present and voting President of the Board of
Trustees of the Long Beach School District declared said
motion carried and the foregoing Resolution and Order duly
adopted on this the 11th day of August, 2015.



Timothy I. Pierce, VICE-PRESIDENT
Board of Trustees of Long Beach
School District



CAROLYN HAMILTON, SUPERINTENDENT
Long Beach School District

BE IT FURTHER RESOLVED that the aforesaid amounts requested
for operation and maintenance purposes and for principal and
interest on bonds are to be the net amounts delivered to the
District for the aforesaid purposes, after all delinquencies,
deductions and costs of collections. As stipulated in
Sections 37-57-1, 37-57-104 and 37-57-105 of the Mississippi
Code of 1972, as amended, the levying authority shall levy an
additional amount sufficient to cover anticipated
delinquencies and costs of collection so that the net amount

Minutes of August 18, 2015
Mayor and Board of Aldermen

of money produced by the levy for school operation and maintenance purposes and for debt service maintenance and delivered to the District equals the amount requested by the District for such purposes. Any fee charged by the levying authority for collecting taxes on behalf of the District must be reasonable, comply with State law and be included in a separate levy by the levying authority for such purpose.

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Mayor and Board of Aldermen

Revised 7/1/2008

Long Beach School District
Combined Budget

For the Year Ending June 30, 2016

Original Date Approved: 7/28/2015
Amended Date Approved:

	Governmental Fund Types				Proprietary Fund Types		Fiduciary Funds		Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	Scholarships	
Revenues:									
Local sources	6,603,806	448,700	0	350,426	0	0	0	7,000	7,410,032
Intermediate sources	0	0	0	0	0	0	0	0	0
State sources	15,246,791	757,484	0	508,751	0	0	0	0	16,513,026
Federal sources	328,591	2,856,205	0	0	0	0	0	0	3,184,796
Sixteenth section sources	25,300	0	0	0	0	0	0	0	25,300
Total Revenues	22,204,588	4,062,389	0	859,177	0	0	0	7,000	27,133,154
Expenditures									
Instruction	13,954,036	1,608,710	128,708	0	0	0	0	0	15,719,454
Support services	8,589,482	813,345	0	0	0	0	0	0	9,402,827
Noninstructional services	3,500	1,475,742	0	0	0	0	0	0	1,486,242
Sixteenth section	0	0	0	0	0	0	0	0	0
Facilities acquisition and construction	0	0	2,339,072	0	0	0	0	0	2,339,072
Debt service:									
Principal	0	100,000	0	652,000	0	0	0	0	752,000
Interest	0	15,684	0	170,878	0	0	0	0	186,562
Other	0	0	0	3,500	0	0	0	0	3,500
Total Expenditures	22,577,018	4,014,281	2,467,780	856,378	0	0	0	7,000	29,899,455
Excess(deficiency) of revenues over expenditures	(372,430)	51,108	(2,467,780)	22,801	0	0	0	0	(2,766,361)

Combined Budget

Minutes of August 18, 2015
Mayor and Board of Aldermen

Revised 7/1/2008

Long Beach School District
Combined Budget
For the Year Ending June 30, 2016

Original _____ Date Approved: 7/28/2015
Amended _____ Date Approved: _____

	Governmental Fund Types				Proprietary Fund Types		Fiduciary Funds		Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	Scholarships	
Other Financing Sources (Uses)									
Proceeds of General Obligation Bonds	0	0	0	0	0	0	0	0	0
Proceeds of Refunding Bonds	0	0	0	0	0	0	0	0	0
Proceeds of Loans(s)	0	0	0	0	0	0	0	0	0
Inception of Capital Lease(s)	0	0	0	0	0	0	0	0	0
Insurance Loss Recoveries	0	0	0	0	0	0	0	0	0
Sale of Transportation Equipment	0	0	0	0	0	0	0	0	0
Sale of Other Property	0	0	0	0	0	0	0	0	0
Indirect Costs	74,000	0	0	0	0	0	0	0	74,000
Other Transfers In	0	0	0	0	0	0	0	0	0
Operating Transfers In	2,958,363	0	0	42,000	0	0	0	0	3,000,363
Operating Transfers Out	(2,935,562)	0	0	(64,801)	0	0	0	0	(3,000,363)
Indirect Costs Transfers Out	0	(74,000)	0	0	0	0	0	0	(74,000)
Other Transfers Out	0	0	0	0	0	0	0	0	0
Payment to Refunded Bond Escrow Agent	0	0	0	0	0	0	0	0	0
Payment to Qualified Zone Academy Debt Escrow Agent	0	0	0	0	0	0	0	0	0
Miscellaneous Other Financing Use	0	0	0	0	0	0	0	0	0
Total Other Financing Sources(Uses)	98,801	(74,000)	0	(22,801)	0	0	0	0	0
Net Change in Fund Balances	(275,629)	(22,892)	(2,467,780)	0	0	0	0	0	(2,766,301)

Combined Budget

Minutes of August 18, 2015
Mayor and Board of Aldermen

Revised 7/1/2008

Long Beach School District
Combined Budget
For the Year Ending June 30, 2016

Original Date Approved: 7/28/2015
Amended X Date Approved:

	Governmental Fund Types				Proprietary Fund Types			Fiduciary Funds		Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise Service	Internal Service	Scholarships		
Fund Balance / Retained Earnings										
July 1, 2015	7,008,262	437,214	2,468,010	1,030,340				2,846		10,946,672
Prior period adjustments:										
Reclassify fund equity	0	0	0	0	0	0	0	0	0	0
Unrecorded Fund Equity	0	0	0	0	0	0	0	0	0	0
Reclassify fund types	0	0	0	0	0	0	0	0	0	0
July 1, 2015, as restated	7,058,620	437,214	2,468,010	1,030,340				2,846		10,997,030
Increase (decrease) in reserve for inventory	0	0	0	0	0	0	0	0	0	0
June 30, 2016	6,782,991	414,322	230	1,030,340				2,846		8,250,729

The above Original budget has been approved by the school board as noted in our board minutes dated July 22, 2014

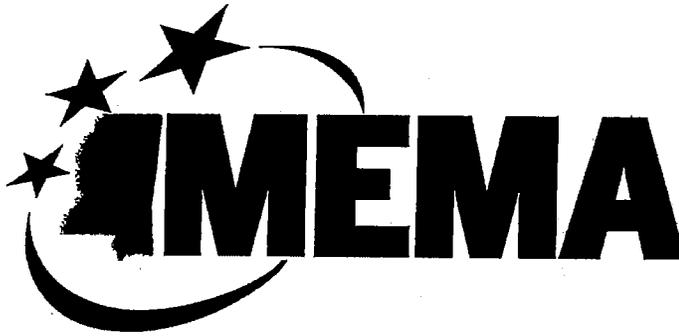
Board President:  (signature) Date: July 22, 2014
Ariglex Johnson (printed name)

Board Secretary:  (signature) Date: July 22, 2014
Sandi Dufaney (printed name)

Combined Budget

Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve participation in the District Nine Regional Hazard Mitigation Plan and to designate Civil Defense Director Michael Brown to represent the City, as follows:

Minutes of August 18, 2015
Mayor and Board of Aldermen



INTENT TO PARTICIPATE IN THE 2016 UPDATE OF THE DISTRICT 9
REGIONAL HAZARD MITIGATION PLAN

We, the City of LONG BEACH do hereby resolve to participate in the development of the District Nine (9) Regional Hazard Mitigation Plan. This participation is limited to allowing City employee(s) to attend meetings with District 9 representatives and others to gather requested information pertaining to the City of LONG BEACH for inclusion into the plan. There is a 10% local government cost share, to be apportioned in whatever manner the local governments sees fit.

IN WITNESS WHEREOF, We have subscribed our signature this, the 18th day of AUGUST, 2015

Mayor

City of LONG BEACH

Minutes of August 18, 2015
Mayor and Board of Aldermen



DESIGNATED REPRESENTATIVE

We, the City of LONG BEACH do hereby designate MICHAEL BROWN to represent the City in all matters pertaining to the development of the District Nine (9) Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the 18th day of AUGUST, 2015

Mayor

City of LONG BEACH

Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to schedule four (4) public hearings, Tuesday, September 15, 2015, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; said properties are as follows:

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Mayor and Board of Aldermen

- 305 Church Avenue-Matthew Martin
- 604 East 5th Street-T.G. and Anne T. McAuliffe
- 741 North Nicholson Avenue-Michael and Prentiss Magee
- 211 West Avenue-Joseph and Phyllis Jenkins

Upon further discussion, it was the consensus of the Mayor and Board of Aldermen to pursue repeat offenders through the court in addition to public hearings in order to achieve resolution.

There came for discussion BP Funds and after considerable discussion, Alderman Lishen made motion seconded by Alderman Ponthieux and unanimously carried to take official action as follows:

- Obtain quotes for nine (9) iPads and (9) lap tops for review at the next regular meeting, September 1, 2015;
- Invest the balance of BP Funds in short term Certificates of Deposit to utilize as possible matching grant funds.

The Mayor recognized the City Attorney for his report, as follows:

- Update on Sea Oaks drainage modification/permits; not allowed.
- Update on modifications to retention pond, Oak Haven Subdivision; noted for the record that the owner, Jeff Savarese, will restore the pond to its original volume. Mr. Savarase is directed by the Mayor and Board of Aldermen to provide validation on the restoration from his engineer for approval by the city's engineer. No building permits will be issued until the retention pond is restored to its original volume.

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

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

Minutes of August 18, 2015
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 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