

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m. it being the third Tuesday in November, 2006, and the same being the time, date and place fixed by Laws 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 Allen D. Holder, Jr., Charles Boggs, Richard Notter, Richard Burton, Mark Lishen, City Clerk Rebecca E. Schruff and City Attorney Frank R. McCreary, III.

Aldermen Joseph McNary and Richard Bennett were absent the meeting.

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

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The meeting was called to order and it was the consensus of the Mayor and Board of Aldermen to address Item IV.4, BIDS, Advertise-Police Station General Contract at this time.

There came on for consideration a letter from City Engineer John Campton, as follows:

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**



**A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS**  
520 33<sup>RD</sup> STREET, GULFPORT MS 39507  
P O BOX 1677 GULFPORT MS 39502

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



November 17, 2006

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

**Re: Authorize Bids – Police Station General Contract**

Gentlemen:

MEMA has officially recommended that the separate bids previously taken for the various components of the police station building be disregarded, and that new bids be taken for the complete building, as one contract. The design consultants employed by the City felt that the separate bids would expedite the construction and save money, but it does not appear that this materialized.

Capital Engineering has now prepared a new bid package in conformance with this suggestion, which includes all the work formerly bid as separate contracts. If the Board wants to proceed with this new bid, the following schedule is recommended:

Authorize Advertisement:	11/21/06
First Advertisement:	11/27/06
Second Advertisement:	12/04/06
Receive Bids:	01/02/07

It will be very interesting to compare the total cost of all the separate contracts with this new bid. However, it must also be remembered that when several contractors are all working on the same project, there is always a risk of a conflict or overlap between requirements of the different contracts. The burden of coordinating all the different activities is in the hands of a Project Manager employed by the Owner. With a General Contract, this burden is borne by the General Contractor. For this reason, I personally agree with the decision to re-advertise for a General Contract.

Sincerely,

John Campton, P.E.

JC:lt:K308

cc: Lou Traina

O:\K308 Bldgs\K308D - Police\Police General Auth Bids 111706 doc

Page 1 of 1

Based upon the recommendation of Mr. Campton, Alderman Notter made motion seconded by Alderman Holder and unanimously carried to advertise for bids as set forth above.

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There came on for consideration a letter from City Engineer John Campton, as follows:

Minutes of November 21, 2006  
Mayor and Board of Aldermen



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

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FAX (228) 863-5232



November 16, 2006

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

Re: **Award of Contract – Phase 3 Debris Removal**

Gentlemen:

This project is to remove and dispose of debris from the roadside within the Katrina-inundated areas of the City. Bids were received on November 7, 2006. A certified Tabulation of Bids is enclosed. The low bid of \$44,750.00 is somewhat lower than expected, and there should be no problem with eligibility for FEMA and MEMA funds, with a 1% local cost share.

We are not familiar with the low bidder, Mississippi Hauling, Inc. They are from Osyka, Mississippi (south of McComb). They do not have a Mississippi Certificate of Responsibility Number, but this is not required since the contract will be for less than \$50,000. Of more concern, I was unable to find any such corporation listed on the Secretary of State's Website. I contacted Mr. Kyle Smith who is listed as one of the Owners, and he advised that this company is actually a Sole Proprietorship, and not a corporation.

I referred this matter to Frank McCreary, and he advised that the City must contract with the same identical entity that submitted the bid. He also advised that it would be legal and permissible for the corporation to be formed after the bid, as long as it was legally formed prior to the time when contract are signed. Apparently this can be accomplished within a very short time. Mr. Smith is agreeable with this plan, and intends to have his accountant file the necessary papers to form the Mississippi Hauling Corporation. Mr. Smith assures me that he can also provide Insurance Certificates and Performance and Payment Bonds in this name.

I contacted two references listed by Mr. Smith, and received positive reports regarding their ability to do debris removal work. I also made sure that Mr. Smith realized that it is our intent to make at least three sweeps of the area, with the last sweep nearing the end of February, which is the end of FEMA eligibility. Based upon my conversations with him, I have the feeling that he can satisfactorily perform the work.

I therefore recommend an Award of Contract with Mississippi Hauling, Inc., as lowest and best bidder. This is with the understanding that such a corporation is legally formed prior to their execution of a contract. The amount of the contract will be \$44,750.00.

Sincerely,

John Campton, P.E.

JC:lt:K301-X  
Enclosure

O:\K301 Debris\K301-X Phase 3\Award 111606.doc

Page 1 of 1

Based upon the recommendation of Mr. Campton as set forth above, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to award the contract – PHASE 3 DEBRIS REMOVAL – to Mississippi Hauling, Inc., in the amount of \$44,750.00, as lowest and best bid, setting the deadline for placement of debris as January 15, 2007.

\*\*\*\*\*

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

M.B. 56

REG:11.21.06

# Minutes of November 21, 2006 Mayor and Board of Aldermen



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

520 33<sup>RD</sup> STREET, GULFPORT MS 39507  
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TEL (228) 863-0667  
FAX (228) 863-5232



November 16, 2006

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

Re: **Award of Contract - Dead Tree Removal – Phase 2**

Gentlemen:

This contract is to cut dead trees from public and private property (with a Right-of-Entry) within the areas of the city which were inundated by Katrina. FEMA and MEMA have determined this to be eligible for 99% reimbursement, up to February 28, 2007. Bids were received on November 7, 2006. A certified Tabulation of Bids is enclosed.

As reflected on the Tabulation, the low bidder failed to acknowledge the Addendum. Upon investigation, I found that this bidder asked for and received a bid proposal by FAX on the day of the bid, but never received the complete Project Manual. If the addendum could possibly have had any effect on the amount of the bid, my recommendation would have been to disregard that bid. However, it so happens that the addendum simply eliminated the requirement for the bidder to have a Certificate of Responsibility Number, so there is no conceivable effect on the amount of the bid. To confirm this, I asked for and received the enclosed memo from the low bidder. Under these circumstances, I do not believe that it would be in the best interest of the City to disregard the low bid because of this minor informality.

The low bidder is the same contractor who satisfactorily performed the previous contract to cut and remove dead trees and rights-of-way. His ability to perform the work is therefore without question. I therefore recommend an Award of Contract to the low bidder, TCB Construction Company, Inc. The amount of the contract will be \$77,450.00.

Sincerely,

John Campton, P.E.

JC:It:K301-XI  
Enclosure

O:\K301 Debris\K301-XI Dead Trees Private\Award K301XI 111606 doc

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# Minutes of November 21, 2006 Mayor and Board of Aldermen

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<b>TABULATION OF BIDS</b> <b>CITY OF LONG BEACH</b> <b>DEAD TREE REMOVAL - PHASE TWO</b> <b>November 7, 2006</b>											
<b>CONTRACTORS BIDDING:</b> <b>CERTIFICATE OF RESP. NO.</b> <b>BID BOND:</b> <b>ACKNOWLEDGMENT ADDENDUM NO. 1:</b>											
ITEM	PLAN QUANTITY	TCS Construction 08983 Cashier's Check		Adams Construction LLC		Salvage 9 11773 Cashier's Check		Worley's Tree Service 07928 (Not valid #)		Ulmer Pryor Construction	
		PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION
1	Remove & dispose of dead tree, 6" to 12" Size 2,500 C.Y.	\$14.90	\$37,250.00	\$10.00 *	\$25,000.00	\$11.77	\$29,425.00 *	\$13.80	\$34,500.00	\$24.00	\$60,000.00
2	Remove & dispose of dead tree, 13" to 24" Size 200 EA.	\$157.00	\$31,400.00	\$180.00 *	\$36,000.00	\$271.00	\$54,200.00	\$228.00	\$45,600.00	\$136.00	\$27,200.00
3	Remove & dispose of dead tree, 25" to 36" Size 40 EA.	\$189.00	\$7,560.00	\$450.00 *	\$18,000.00	\$361.00	\$14,440.00	\$378.00	\$15,120.00	\$500.00	\$12,000.00
4	Remove & dispose of dead tree, above 36" Size 2 EA.	\$620.00	\$1,240.00	\$800.00 *	\$1,600.00	\$910.00	\$1,820.00	\$667.00	\$1,334.00	\$650.00	\$1,300.00
<b>TOTAL BID</b>			<b>\$77,450.00</b>		<b>\$80,600.00</b>		<b>\$99,895.00 *</b>		<b>\$96,554.00</b>		<b>\$100,500.00</b>
<b>CONTRACTORS BIDDING:</b> <b>CERTIFICATE OF RESP. NO.</b> <b>BID BOND:</b> <b>ACKNOWLEDGMENT ADDENDUM NO. 1:</b>											
ITEM	PLAN QUANTITY	M & D Construction Co., Inc. 05107		Necesa Brothers Constl. 06004		Colonel McCreary Trucking		Twin L. Construction 06385		Sprints Construction 06344	
		PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION
1	Remove & dispose of dead tree, 6" to 12" Size 2,500 C.Y.	\$15.25	\$38,125.00	\$20.00	\$50,000.00	\$27.20	\$68,000.00	\$38.00	\$95,000.00	\$18.00	\$45,000.00
2	Remove & dispose of dead tree, 13" to 24" Size 200 EA.	\$216.00	\$43,200.00	\$300.00	\$60,000.00	\$205.00	\$41,000.00	\$130.00	\$26,000.00	\$360.00	\$72,000.00
3	Remove & dispose of dead tree, 25" to 36" Size 40 EA.	\$482.00	\$19,280.00	\$500.00	\$12,000.00	\$356.00	\$14,240.00 *	\$275.00	\$11,000.00	\$540.00	\$21,600.00
4	Remove & dispose of dead tree, above 36" Size 2 EA.	\$736.00	\$1,472.00	\$500.00	\$1,000.00	\$490.00	\$980.00	\$750.00	\$1,500.00	\$720.00	\$1,440.00
<b>TOTAL BID</b>			<b>\$102,077.00</b>		<b>\$123,000.00</b>		<b>\$124,220.00 *</b>		<b>\$133,500.00</b>		<b>\$140,040.00</b>
<b>CONTRACTORS BIDDING:</b> <b>CERTIFICATE OF RESP. NO.</b> <b>BID BOND:</b> <b>ACKNOWLEDGMENT ADDENDUM NO. 1:</b>											
ITEM	PLAN QUANTITY	J. Levens Builders, Inc. 11032		Slump Men, Inc.		Michael B. Keaveney					
		PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION				
1	Remove & dispose of dead tree, 6" to 12" Size 2,500 C.Y.	\$25.50	\$63,750.00	\$60.00	\$150,000.00	\$10.00 *	\$25,000.00				
2	Remove & dispose of dead tree, 13" to 24" Size 200 EA.	\$390.00	\$78,000.00	\$175.00	\$35,000.00	\$1,200.00	\$240,000.00				
3	Remove & dispose of dead tree, 25" to 36" Size 40 EA.	\$925.00	\$37,000.00	\$800.00	\$32,000.00	\$3,500.00	\$140,000.00				
4	Remove & dispose of dead tree, above 36" Size 2 EA.	\$1,770.00	\$3,540.00	\$1,500.00	\$3,000.00	\$4,500.00	\$9,000.00				
<b>TOTAL BID</b>			<b>\$182,290.00</b>		<b>\$220,000.00</b>		<b>\$414,000.00</b>				

\* Engineer's Corrected Figure

I HEREBY CERTIFY THAT THIS IS A TRUE  
AND CORRECT TABULATION OF BIDS.

  
 M. Scott Burge  
 P. E.  
 Cert. No. 9550  
 November 9, 2006

Minutes of November 21, 2006  
Mayor and Board of Aldermen



5913 HWY. 53 • POPLARVILLE, MISSISSIPPI 39470 (228) 255-1141 • FAX (228) 255-1142

GR		
JC		
JO		
DR		
SB		
DB		
JaO		
F		

Memorandum

To: John Campton

From: Jennifer L. Fagan *JLF*

Date: 11/16/2006

Re: City of Long Beach – Dead Tree Removal Phase 2

I apologize for the oversight; I have received and reviewed Addendum No. 1 for the City of Long Beach, Mississippi, Dead Tree Removal. The Addendum does not change our bid price. Again, I apologize for any inconvenience this might have caused you. Thank you for your attention to this matter.

PAGE 2

FAX:2282551142

NOV-16-2006 THU 01:59 PM FROM:TGB CONST

Based upon the recommendation of Mr. Campton as set forth above, Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to award the contract – DEAD TREE REMOVAL, PHASE 2 – to TCB Construction Company, Inc., in the amount of \$77,450.00 as lowest and best bid.

\*\*\*\*\*

It was noted for the record, that authorization to advertise for bids, Police Station General Contract, eliminated the need to accept bids, HURRICANE KATRINA RECOVERY – LONG BEACH POLICE STATION ARCHITECTURAL, PLUMBING,

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**

ELECTRICAL, HVAC, & EXTERIOR WORK, whereupon, bids received were withdrawn by the contractors, and no further action was required or taken.

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There were no announcements, presentations or proclamations.

\*\*\*\*\*

There were no amendments to the Municipal Docket.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the regular meeting and executive session minutes of the Mayor and Board of Aldermen dated November 7, 2006, as submitted.

\*\*\*\*\*

Alderman Burton made motion seconded by Alderman Holder and unanimously carried to approve the November 19, 2006, Planning Commission minutes, as submitted.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the November 16, 2006, Port Commission minutes, as submitted.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve payment of invoices as listed in Docket of Claims number 112106.

\*\*\*\*\*

The Mayor updated the Board of Aldermen on the Community Development Block Grant.

\*\*\*\*\*

Based upon the recommendation of Assistant Fire Chief Jerry Dubuisson and certification by the Civil Service Commission, Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve Fire Department personnel matters as follows:

Step Increase, Firefighter Jarod McGill, PS-9-IV, effective November 1, 2006.

\*\*\*\*\*

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

\*\*\*\*\*

# Minutes of November 21, 2006 Mayor and Board of Aldermen

There came on for consideration a letter with attachment from City Engineer, John Campton, as follows:



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

520 33<sup>RD</sup> STREET GULFPORT MS 39507  
P.O. BOX 1677 GULFPORT MS 39502

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



November 17, 2006

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

Re: **Contract Amendment – Engineering Services for Police Station**

Gentlemen:

Capital Engineering of Hammond, Indiana has been employed by the City to provide engineering and architectural services relating to the replacement police station building. They have produced plans and specifications for several separate contracts which would result in a complete building.

Recently, MEMA has strongly suggested that these separate bids be disregarded, and that new bids be solicited for a General Contract which includes the complete building. Capital has complied and has now produced a new set of bid documents for this, but they feel that this is extra work outside the scope of their original Agreement. They offer to continue work at the same hourly rates as specified in the original Agreement, but with an increase in upset amount of \$5,500.00.

Also, approval has recently been indicated for an extra FEMA grant to cover 75% of the extra cost to provide a storm shelter area within the police station building, for the safety of the emergency personnel stationed there during a major storm. This would consist of special strong walls and ceiling around the classroom, inside the main building. There are some specific and complicated design requirements specified by FEMA for this construction. Capital proposes an increase in upset amount of \$27,500 for design services relating to this. FEMA wants the building to be bid without the shelter as a Base Bid, and then an Alternate Bid to add the storm shelter. The plans without the shelter are complete. If the Board approves Capital's contract amendment, they will design the shelter and put out a contract addendum in time to receive the Alternate Bid at the same time as the Base Bid – scheduled for January 2, 2007. A final decision about whether or not to proceed with the shelter can be made after the bids are received.

I hereby recommend approval of the proposed Contract Amendment with Capital.

Sincerely,

John Campton, P.E.

JC:tt:K308  
Enclosure

cc: Lou Traina  
Eddie Bigelow

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**

**CONTRACT AMENDMENT NUMBER 1**

**CITY OF LONG BEACH  
AND  
CAPITAL ENGINEERING, INC.**

**FOR SERVICES TO  
DESIGN A POLICE STATION FACILITY  
TO REPLACE THE POLICE STATION  
DESTROYED BY HURRICANE KATRINA**

WHEREAS, The City of Long Beach Mississippi (OWNER) and Capital Engineering, Inc. (ENGINEER) have heretofore entered into an Agreement for the performance of professional services to the City described as the design of a police station facility to replace the police station destroyed by Hurricane Katrina, said agreement bearing the date 6/23/06, and

WHEREAS, said Agreement provided that total services under that agreement would not exceed \$78,000 without further authorization, and

WHEREAS, the scope of the work has increased to include engineering services to incorporate the design of a community hurricane shelter inside the police station facility, and to re-bid the project as a single general contractor scope of work for the entire police station facility, and to re-bid the project to include an alternate for the community hurricane shelter inside the police station facility.

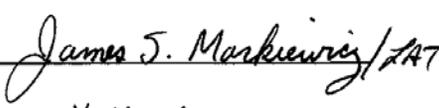
The parties to this Agreement now mutually further agree as follows:

- A. The scope of work is increased to include the additional work described above.
- B. The estimated compensation for engineering services under paragraph C4.01 of the engineering agreement is increased by \$33,000 from \$78,000 to \$111,000.
- C. The breakdown of the \$33,000 additional engineering fee is \$27,500 for the design of the community shelter inside the police station building, and \$5,500 for the re-bidding of the project.

CITY OF LONG BEACH

CAPITAL ENGINEERING, INC.

BY: 

BY: 

DATE: 11/29/06

DATE: 11-16-06

Based upon the recommendation of Mr. Campton as set forth above, Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve the contract amendments, Engineering Services for Police Station, with Capital Engineering, requesting a detailed breakdown on the additional \$27,500.00.

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

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**



**A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS**  
520 33<sup>RD</sup> STREET, GULFPORT MS 39507  
P.O. BOX 1677, GULFPORT MS 39502

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



November 16, 2006

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

**Re: Agreement for Engineering Services – Harbor Building**

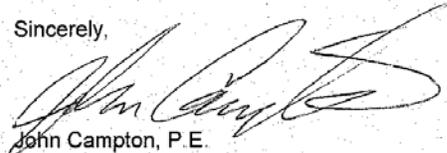
Gentlemen:

We have received the enclosed proposed Engineering Agreement from Simpkins & Costelli, covering all engineering services associated with the replacement of the Harbor Master's building at the harbor. It is a LUMP SUM contract, in the amount of \$60,499. This includes geotechnical investigation and construction observation.

At first examination, the fee appears to be high, especially as a percentage of the FEMA cost estimate for the building (\$194,732). However, we note that the FEMA estimate is only \$110 per square foot, and this includes concrete support piles and the heavy-duty construction required for this very-exposed building. This seems extremely dubious. At my request, Mr. Costelli provided some data on actual costs for other projects, and has suggested that the actual cost for this building might easily exceed \$800,000. We note that the proposed LUMP SUM fee is 7.56% of this figure, which we accept as reasonable.

I hereby recommend approval of this Engineering Agreement, so that work on this much-needed facility can get underway.

Sincerely,



John Campton, P.E.

JC:lt:K308  
Enclosure

cc: Calvin Poupart  
Michael Costelli, P.E.

Minutes of November 21, 2006  
Mayor and Board of Aldermen

SIMPKINS & COSTELLI, INC.

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: City of Long Beach Mississippi

Date: November 16, 2006

Project No: S&C 0630

Project Name/Location: Harbormaster Building, Long Beach, MS

Scope/Intent and Extent of Services: See letter dated October 28, 2006, with attached Fee Proposal

Fee Arrangement: Lump Sum - \$60,499.20

Retainer Amount: N/A

Special Conditions: \_\_\_\_\_

The terms and conditions on the reverse of this form are a part of this Agreement.

Offered By:

Michael R. Costelli

(Signature)

Michael R. Costelli, President

(Printed Name/Title)

Simpkins & Costelli, Inc.

(Name of Design Professional Firm)

Accepted By:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name/Title)

City of Long Beach, Mississippi  
(Client)

Minutes of November 21, 2006  
Mayor and Board of Aldermen



0630.1.9

Civil - Structural

October 28, 2006

Garner Russell and Associates  
520-33<sup>rd</sup> St.  
Gulfport, MS 39507

**Attn: Mr. John Campton, PE**

**Re: Engineering Services for Harbormaster Building  
Long Beach, MS**

Dear Mr. Campton:

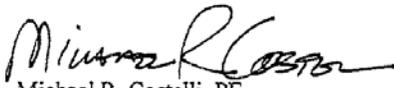
Enclosed please find our fee proposal to furnish Architectural and Engineering design and construction phase services on the above project. The requirements for the new project were provided to us in previous transmittals of FEMA documentation and a meeting with you, harbormaster, FEMA representative on October 3, 2006. A spreadsheet for the fee breakdown is attached.

Due to the skewed market conditions of construction bidding, we are reluctant to provide a fee proposal based upon a construction dollar amount. Therefore, a lump sum proposal seemed the most reasonable in this case.

We understand that site surveying features will be provided by you and we will provide the Geotechnical Engineering services. Soil borings are proposed from the waterside to provide pile foundation information.

If you have any questions concerning the fee proposal, please feel free to call. We appreciated this opportunity.

Sincerely yours,

  
Michael R. Costelli, PE  
President

Encl

# Minutes of November 21, 2006 Mayor and Board of Aldermen

**From: Simpkins & Costelli, Inc.**  
**To: John Campton, PE**  
**Re: Long Beach Harbormaster Bldg/Bait Shop**  
**Long Beach MS**

13-Oct-06

Description of Work	Princ	Engr	Cad	Admin	Constr adm
<b>DESIGN PHASE:</b>					
Field Investigation		4		4	
Calculations		4	16		
Drawings/Details (Site and Structural)					
Title sheet		1		16	
Site Plan		4		24	
Pile Plan		2	4	24	
Struc Floor Plan		2	8	16	
Roof Plan		2	4	16	
Details: Pile and Superstr				40	
Specifications		4	8		
Cost Estimate		4	4		2
Meetings		8			4
<b>BID PHASE:</b>					
Advertisement		2			2
Document reproduction					4
Bid opening		2			2
Bid Analysis and Recommend		4			2
<b>CONSTRUCTION PHASE:</b>					
Job Site Meetings (8 mos proj)		16		16	16
Site Visits					16
Submittal Review		4			8
Pay Application Review		4			8
Changes					
Total estimated manhours		67	44	140	32
Rates		\$130.00	\$95.00	\$70.00	\$50.00
Estimated fee/discipline		\$8,710.00	\$4,180.00	\$9,800.00	\$1,600.00
<b>Total Fee-Simpkins &amp; Costelli, Inc.</b>					<b>\$27,890.00</b>
<b>Dunn &amp; Associates Fee</b>					<b>\$13,809.20</b>
<b>Canon Engineering</b>					<b>\$4,800.00</b>
<b>S&amp;C Proj Mgmt Fee</b>					<b>\$3,000.00</b>
<b>TOTAL FEE-BASIC SERVICES</b>					<b>\$49,499.20</b>
Geotechnical Engineering					\$11,000.00
<b>GRAND TOTAL FEE</b>					<b>\$60,499.20</b>

- 1 IBC 2003 Seismic governing code
- 2 Complete Contract Docs; Sections 1-16
- 3 Est'd constr time - 8 months
- 4 Reproduction costs to be paid to S&C at cost.

Minutes of November 21, 2006  
Mayor and Board of Aldermen



Civil - Structural

October 31, 2006

S&C 0630

NOV 1 8 2006

Garner Russell and Associates  
P. O. Box 1677  
Gulfport, MS 39502

GR		
JC		
JO		
DR		
SB		
DB		
JMO		
F		

Attn: Mr. John Campton, PE

Re: Long Beach Harbormaster Building  
Long Beach, MS

Dear Mr. Campton:

As you requested we are submitting information concerning current bidding costs which, we believe, do not represent normal construction activity. As you aware, since Hurricane Katrina material costs have increased and labor costs have increased even more. However, one would anticipate increases of 35-50%; but this is definitely not the case.

Below is a summary and description of recent bid jobs in which we have either participated or known of through Architectural colleagues:

**ANG Troop Training Quarters, CRTG/Gulfport**

10000 sf, single story, 8inch cmu/4 inch brick; slab on grade; cold-formed steel trusses with struc metal deck and SS roof above.

Sitework includes: preload fill with wicks (\$500,000) asph parking lot for 40 cars (200 ft x 64 ft); dumpster pad w/concrete pavement; water and sewer and electrical.

Bid: \$3,600,000 (Design/Build) \$360/sf

**Gulf Coast Research Lab/Aquaculture Building/Cedar Point Ocean Springs**

11,000 sf, 2 story, Aquaculture research; pile supported (first floor slab also), precast concrete flat slab roof deck; reinforced 12 inch cmu walls

Sitework: minimal; included in separate bid package

Bid: \$5,000,000 (approx) \$454/sf

**St. Marks Episcopal Church/Gulfport**

No Details available. Guild Hardy did the job, someone else did civil/structural.

Low bidder was at \$480/Sf for the church. Alternate was for a parish hall at \$350/sf.

Construction similar to St Peter's by the Sea on the Beach in Gulfport. St Peter's price was \$160/sf in 2000.

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

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**

Mr. John Campton, PE  
October 31, 2006  
Page 2

S&C 0630

Because of this level of economic activity, we are of the opinion that an increased budget should be implanted on this project. Based upon what we have been witnessing in bid activity, we recommend that the City consider a budget in the range of \$800,000 to \$1,000,000.

If you have questions about this, please feel free to contact me at any time.

Sincerely yours,



Michael R. Costelli, PE  
President

Based upon the recommendation Mr. Campton as set forth above, Alderman Holder made motion seconded by Alderman Lishen and unanimously carried to approve the agreement for engineering, Harbor Building, with Simpkins and Costelli, Inc., delaying notice to proceed until such time as additional information regarding FEMA cost estimates are obtained.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman Burton and unanimously carried to approve Police Department personnel matters, as follows:

Hire 2<sup>nd</sup> Class Dispatch Thomas J. Allen, PS-2, effective January 1, 2007;

FTO Pay, Sergeant Eric Deitrick, effective November 16, 2006;

FTO Pay, Patrol Officer Jason Case, effective November 16, 2006;

FTO Pay, Patrol Officer Mike Burkett, effective November 16, 2006;

FTO Pay, Patrol Officer Steve Johnson, effective November 16, 2006.

\*\*\*\*\*

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the Thanksgiving and Christmas holiday schedule, as follows:

Thanksgiving

Close noon Wednesday, November 22<sup>nd</sup> (employees must use 4 hours leave)

Re-open Monday, November 27<sup>th</sup> at 8:00 a.m.

Christmas

Close noon Thursday, December 21<sup>st</sup> (employees must use 4 hours leave)

Re-open Tuesday, December 26<sup>th</sup> at 8:00 a.m.

\*\*\*\*\*

# Minutes of November 21, 2006 Mayor and Board of Aldermen

Alderman Holder made motion seconded by Alderman Notter and unanimously carried to approve the maintenance agreement, Peak Technologies, Inc., contingent upon changes recommended by the City Attorney, as follows:



## PEAK TECHNOLOGIES, INC. TERMS AND CONDITIONS FOR SERVICE

QUOTE NUMBER QG07310024

These Terms and Conditions for Service are the terms and conditions upon which Peak will provide services as set forth herein. Peak desires to provide to Customer, and Customer desires to obtain, the maintenance and support services for the Equipment, as defined above, all on the terms and conditions as set forth in this Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. SCOPE OF WORK.** Peak will perform the maintenance and support services as set forth above for the equipment specifically identified by Peak and Customer in the quote attached hereto (the "Equipment"). Peak may discontinue providing service on any Equipment for which it cannot obtain an adequate supply of spare parts and supplies on a reasonable basis. In such event the Equipment shall be removed from this Agreement and the costs to Customer shall be adjusted to reflect such deletion. Peak shall have the right to perform precontract inspections of Equipment within the first thirty (30) days of the Effective Date of any maintenance services hereunder. Customer shall be charged for all parts used during the precontract inspections. In lieu of precontract inspections, Peak shall have the right to invoice the Customer for any parts used for the first service call (per individual serial numbered equipment) within thirty (30) days from this Agreement Effective Date or for a period of thirty (30) days from the addition of Equipment to this Agreement. Equipment options not shown on quote may require additional billing. Any options not listed on quote that are identified during this Agreement term will automatically be invoiced and added to Customer's Agreement retroactive to this Agreement Effective Date.

### **2. TYPE OF SERVICES**

Customer has selected **ON SITE SERVICE**, for which the terms and conditions for such service(s) is/are set forth below, to be performed by Peak during the term of this Agreement:

#### **DEPOT SERVICE:**

Peak will provide repair and maintenance service at Peak's maintenance facilities based upon the service option set forth in the service quote. Service options include three or five business day turnaround and a hot swap program. The Customer shall be responsible for shipping the Equipment to be serviced to Peak's maintenance facility, the address of which Peak shall supply to Customer. Along with the Equipment, the Customer shall send a detailed description of the problems with the Equipment and shall identify that the Equipment is being serviced under this Agreement. Peak shall repair and return the Equipment within the timeframe as set forth herein. Peak will be responsible for the cost of shipping the Equipment back to the Customer to the address supplied to Peak by the Customer. The repair work shall be completed within the time frame indicated above and then the Equipment will be shipped to Customer via ground service. A Hot Spares contract provides the replacement of a unit sent via next day delivery at customer's expense. Peak will ship overnight a replacement unit which the Customer purchases and which is held at Peak's national depot location.

#### **ON SITE SERVICE:**

Peak will provide repair and maintenance service during the principal period of maintenance at the locations where the Equipment is located as agreed to by Peak and Customer. The Customer shall call the Peak Support Hotline and place a request for service, which request shall include a description of the Equipment, its location and such other information as requested by the Peak support representative. Peak will dispatch a service technician to the Customer's site to perform the repair and maintenance services to be provided hereunder. Service calls will be provided within the time frame set forth in the service quote. The principal period of maintenance is 8:00 am to 5:00 pm in the time zone where the Equipment is located and excludes Peak recognized holidays.

#### **TELEPHONE SUPPORT SERVICE:**

Peak shall provide Customer with a telephone response during the principal period of maintenance within the referenced time period following first notification of a problem. Peak shall provide the Customer with a reasonable amount of telephone support to assist Customer in diagnosing errors and malfunctions that occur when Customer uses the covered Equipment. Peak shall provide support services to Customer to attempt to correct diagnosed errors and malfunctions and reasonable operator assistance. Peak may provide software patches that implement corrections and/or suggest work-arounds that assist Customer in using the Equipment in a way that can avoid diagnosed errors, malfunctions, and defects.

**3. TERM.** The term shall be as set forth in the quote attached hereto (the "Initial Term"). After the Initial Term, the Agreement shall automatically continue for successive one (1) year terms ("Renewal Term") unless either party provides the other with written notice of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Prior to the commencement of a Renewal Term, Peak may invoice the Customer for the cost of the Services to be provided hereunder for the following Renewal Term. If Customer does not pay such renewal invoice in the manner agreed upon for payment as set forth in paragraph 4, then this Agreement shall terminate at the end of the then Initial Term or Renewal Term in question. The term for any Equipment added during the Initial Term or any Renewal Term shall commence upon the date agreed to between the parties and shall be coterminous with the expiration of the term of this Agreement. The Customer shall have the right to remove any Equipment for which Service is to be provided hereunder for a period of thirty (30) days following the commencement of any Renewal Term. The Initial Term and any Renewal Term shall be referred to herein as the Term.

**4. PAYMENT.** The Customer shall pay the annual maintenance fees as agreed to between the parties and as set forth in the service quote (the "Term Services Fee(s)"). Certain Equipment may be subject to additional usage sensitive charges. Customer agrees to pay the Term Services Fees due hereunder. Customer may elect to pay the Term Services Fee(s) in accordance with the method indicated herein. Unless otherwise agreed to by Peak, payment shall be due annually. Except for annual payments, which shall be paid in full upon the execution of this Agreement and within thirty (30) days of invoice for any Renewal Term, all payments due hereunder shall be due in equal installments in accordance with the method of payment. Customer shall pay any and all taxes due on goods and services rendered hereunder. Customer shall pay for any Additional Services performed by Peak hereunder on a time and materials basis, at Peak's then current rates. Peak reserves the right to withhold Services if Customer is on credit hold for any reason or has failed to pay when due any amounts hereunder or under any other agreement between the parties. Any amounts, which remain unpaid when due shall bear interest at the lesser of 1.5% per month or the amount allowable by law, until paid in full.

**5. CUSTOMER RESPONSIBILITIES.** Customer shall provide the following for On-Site Support: electric power for portable electric tools, sufficient light where possible, safe access to the Equipment, appropriate consumable supplies (such as paper and ribbons) and reasonable cooperation from Customer's employees.

# Minutes of November 21, 2006 Mayor and Board of Aldermen

6. **PARTS.** Parts will be replaced on an exchange basis only. Peak reserves the right to use remanufactured or refurbished parts. Such parts will be equivalent to new when installed in the Equipment. All exchanged parts will become the property of Peak.

7. **SERVICE EXCLUSIONS.** The following services are not included in the Term Services Fee(s) and performance of such services (the "Additional Services") by Peak, shall be performed, if at all, and billed separately, on a time and materials basis: (A) Site preparation and maintenance of a proper environment, (B) Set up and installation of the Equipment, (C) moving Equipment, (D) painting or refurbishing Equipment, (E) Adding, changing or removing features or options or making other functional changes to Equipment, (F) Providing consumable supplies (such as paper, ribbons and printheads), even if consumed while providing maintenance services, (G) Systems engineering services, programming services and operational procedures of any sort, and (H) Maintenance, repair or replacement of parts or Equipment, when such services are required because of abuse, misuse, accident, or neglect of the Equipment by Customer; use by Customer in an improper environment, not in accordance with manufacturer's specifications for the Equipment; or use by Customer in excess of an item's duty cycle or other loss or damage to Equipment due to any insurable loss or any cause or causes external to the Equipment.

## 8. **WARRANTIES AND DISCLAIMERS.**

A. Subject to the conditions and limitations on liability stated herein, Peak warrants to Customer for a period of thirty (30) days following the performance of any Services or Additional Services by Peak that the Services and/or Additional Services will be performed in a good and workman-like manner. Peak's obligations and liability under this warranty is conditioned upon the receipt of prompt notice of defects as to parts and/or workmanship from Customer, and is limited to, at Peak's sole option, reworking or replacing the Equipment or providing Customer with a refund of the Service Fee(s) applicable to the subject Equipment. This warranty shall be void if the Equipment is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than Peak. **THE FOREGOING IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY BY PEAK. PEAK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

B. **IN NO EVENT SHALL PEAK BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY OR TORT, ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SERVICES PROVIDED HEREUNDER EVEN IF PEAK HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**PEAK'S LIABILITY FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER SHALL FIRST BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PARTS AND SHALL NOT IN THE AGGREGATE EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND SERVICES AFFECTED.**

9. **CONFIDENTIAL INFORMATION.** Peak agrees not to permit unauthorized access to and to take reasonable steps to protect the confidentiality of Customer's confidential information. Customer agrees to treat as confidential information all Peak techniques, processes, methods and know-how observed at Customer's facilities. All processes, materials and data used or furnished by Peak pursuant to this Agreement are the sole property of Peak and shall be kept confidential by Customer. Such processes, materials and data have been developed at great expense and contain trade secrets of Peak. Neither party shall be required to keep confidential any information or data that: (1) is or becomes publicly available; (2) is already known or is independently developed by such party outside the scope of this Agreement; or (3) is rightfully obtained by third parties.

10. **INDEMNIFICATION.** Subject to the limitations set forth in paragraph 8(B) above, <sup>PEAK</sup> ~~each party~~ hereby indemnifies and holds the <sup>City</sup> ~~other party~~, its officers, directors, employees and agents, harmless from and against any and all claims, demands, causes of action, or suits of any kind or nature, including reasonable attorneys' fees and cost of litigation, solely and directly based on or arising from actions, failure to act, representations or omissions, of the indemnifying party, and its employees, agents, or authorized assigns.

## 11. **INDEPENDENT CONTRACTORS.**

The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, or relationship of employer and employee between the parties. Customer is not authorized to enter into or commit Peak to any agreements, and Customer shall not represent itself as the agent or legal representative of Peak.

12. **DEFAULT.** If either Customer or Peak is in material default of its obligations under this Agreement, the non-breaching party shall have the right to deliver to the breaching party written notice specifying that a breach has occurred and providing in detail the particulars of the alleged breach. The party in breach shall have thirty (30) days to cure the alleged breach (ten days if the alleged breach relates to the payment of any amounts due hereunder) or such other period as may be agreed to in writing by the parties. If such breach is not cured within such period, then the non-breaching party shall be entitled to exercise all of its rights and remedies at law and in equity, including the right to terminate this Agreement if such non-performance constitutes a material breach of this Agreement.

13. **"FORCE MAJEURE"** Notwithstanding anything in this Agreement to the contrary, Peak shall not be liable for any delay or failure to maintain the Equipment or provide service hereunder, if the delay or failure is caused by war, riots, civil commotion, fire, flood, earthquake, or any act of God, or the failure of any third party subcontractor, or third party hardware, software, network system equipment, wiring, electrical systems or utilities, or other causes beyond Peak's reasonable control. If any third party subcontractor providing service with respect to this Agreement, ceases to provide such services, and Peak cannot find a suitable replacement vendor, then Peak shall have the right to terminate the Agreement, by providing thirty (30) days prior written notice to Customer.

14. **GOVERNING LAW.** This Agreement shall be governed by the internal laws of the State of ~~Maryland~~ <sup>MISSISSIPPI</sup>. Any dispute of the terms and conditions hereunder shall be brought in a competent court in the State of ~~Maryland~~ <sup>MISSISSIPPI</sup>, and the parties hereto waive any and all objection to the State of ~~Maryland~~ <sup>MISSISSIPPI</sup> being the chosen venue for the resolution of any dispute hereunder.

## 15. **EQUAL OPPORTUNITY.**

A. Customer agrees that it will not discriminate on account of race, color, religion, sex, marital status, age, national origin, citizenship, disability or veteran status, as defined and prohibited by applicable law. Customer shall comply with applicable federal, state, and local laws and regulations pertaining to fair employment practices.

B. Customer certifies that it is an equal employment and affirmative action employer, and that it complies with Executive Order 11246 as amended, the Fair Labor Standards Act, and the Equal Opportunity Clause, 41 CFR, paragraph 60-1.4(a), the provisions of which are incorporated herein by this reference.

# Minutes of November 21, 2006 Mayor and Board of Aldermen

16. **ADVERTISING.**

Customer shall not use Peak's name or refer to Peak directly or indirectly in any advertisement, promotion, or release without receiving Peak's specific prior written approval for each such use or release

17. **AMENDMENT** This Agreement may be modified, amended, superseded, or canceled only by a written instrument signed by each of the parties hereto and not by performance

18. **NOTICES.** All default notices, hereunder shall be in writing and shall be deemed given (a) if delivered personally, on the date given, (b) if delivered by a courier express delivery service, on the date of delivery, or (c) if by certified or registered mail, postage prepaid, return receipt requested, five (5) days after mailing, to the parties at the addresses listed beneath such party's signature to this Agreement, or at such other addresses as such party may designate by written notice in the manner aforesaid

19. **WAIVER.** The waiver by any of the parties, express or implied, of any right under this Agreement or with respect to any failure to perform under or breach of this Agreement by the other party, shall not constitute or be deemed a waiver of any other right under this Agreement or of any other failure to perform under or breach of this Agreement by the other party, whether of a similar or dissimilar nature

20. **ENTIRE AGREEMENT.** The Agreement, (together with any Exhibits) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, statement or intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not so set forth herein. By reference or otherwise, this Agreement does not constitute an acceptance by Peak of any inconsistent terms contained in Customer's agreement, proposal, counter offer or any purchase order. Such documents shall be considered by Peak as administrative only and shall not vary the terms of this Agreement. This Agreement expressly limits acceptance to the terms stated in this Agreement. Any additional or differing terms, whether or not materially different, set forth in any communication from the Customer are hereby expressly rejected.

21. THIS CONTRACT AND THE OBLIGATIONS OF THE CITY OF LONG BEACH, MISSISSIPPI, ARISING HEREUNDER ARE SUBJECT TO THE AVAILABILITY OF FUNDS TO THE CITY TO HEREIN SAID.

PEAK  
TECHNOLOGIES

CUSTOMER

BY: Laura Shier

BY: Rebecca E. Schmitt

PRINTED NAME: Laura Shier

PRINTED NAME: Rebecca E. Schmitt

DATE: 09-29-06

DATE: 11/7/06

\*\*\*\*\*

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**

There came on for consideration a claim for damages submitted by Mary Jean and Julian B. Morgan, 302 St. Augustine Avenue, Long Beach, Mississippi, as follows:

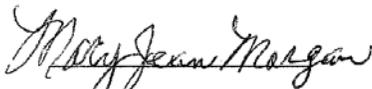
Mary Jean and J. B. Morgan  
302 St. Augustine Avenue  
Long Beach MS 39560

E-MAILED  
Date: 7/13/06  
Paul Wilson  
SF16

June 16, 2006  
City of Long Beach (Optec)  
Long Beach MS 39560

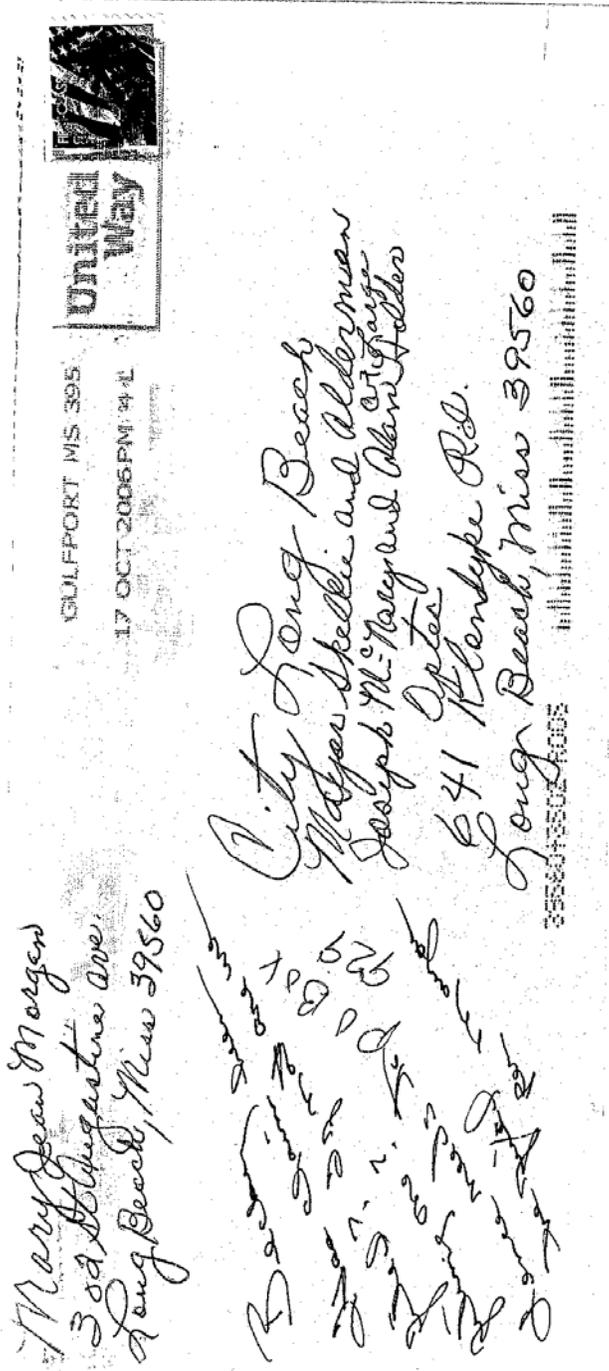
MAILED  
E-Date: 9/29/06  
Calvin Foster  
SF16

The undersigned respectfully request that chain link fence on the south side of our backyard and a section on the east side be restored to post-Katrina, pre-debris removal condition. Pictures and specifications are on file.

  
Mary Jean Morgan

  
Julian B. Morgan (J.B.)

Minutes of November 21, 2006  
Mayor and Board of Aldermen



## Minutes of November 21, 2006 Mayor and Board of Aldermen

Mary Jean Morgan

302 St. Augustine Avenue

Long Beach , MS. 39560

October 19, 2006

Mayor Billy Skellie

Alderman Joseph McNary

City of Long Beach

Optec

Ms. Schruff, City Clerk

Alan Holder, Alderman at Large

One thing about living in Long Beach is knowing that the employees of the City and Optec are allowed to enter people's property and destroy property that was reparable after the storm. A tree that was cut fell on the fence causing more damage. After telling us that everything would be put back like it was, we learned otherwise. When I returned from work that day ( late Feb., early March) I was shocked at what I saw. I immediately took pictures in the event they were required. They were given to Mr.

McNary ( they were before and after shots ) and were to be shown at a meeting. I would like these photos returned to me, please.

It is patently obvious that your employees can do as they please. Apparently as we are elderly ( 76 & 81) we can take care of own problems the best we can or just forget about it. As we are not related to any one responsible, we are not considered to be worth the bother. As we are low income and low profile we can just fend for ourselves.

**Minutes of November 21, 2006  
Mayor and Board of Aldermen**

We own a dog , an excellent watch dog, but she does not have the run of our back yard, because of our lack of fencing.

I have just returned from a month's stay in the hospital after emergency surgery for a subdural hematoma on Labor Day. While sitting out on my patio it is distressing to look at our broken down fence and know it was done by individuals who have no respect for other people and their property.

Sincerely,



Mary Jean Morgan

228/864-4579

Cc: A. J. Guardino , WLOX

Upon discussion, it was determined that photographs are on file in the Office of the City Clerk.

The Clerk reported that the claim was filed with the city's insurance carrier, Mississippi Municipality Liability Plan, who denied the claim as an act of nature during Hurricane Katrina.

Upon questioning, Derrel Wilson, Project Manager, OPTECH, stated that the fence could be repaired for approximately five hundred dollars (\$500.00) with OPTECH employees providing labor.

After considerable discussion, Alderman Holder made motion seconded by Alderman Notter and unanimously carried authorizing fence repairs upon the execution of a hold harmless agreement and release by Mary Jean and Julian B. Morgan.

\*\*\*\*\*

ORDINANCE NO. 533

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, ESTABLISHING REGULATIONS GOVERNING THE CONSTRUCTION, PLACEMENT, OPERATION AND MAINTENANCE OF SIGNS IN SAID CITY, ESTABLISHING PERMIT FEES THEREFORE, PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT OF THE PROVISIONS OF THIS ORDINANCE, PROVIDING FOR PENALTIES FOR ANY VIOLATION OF THIS ORDINANCE, AND FOR RELATED PURPOSES.

# **Minutes of November 21, 2006**

## **Mayor and Board of Aldermen**

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

### **SECTION 1. Short Title**

This Ordinance shall be known, and may be cited, as "The Long Beach Sign Ordinance of 2006."

### **SECTION 2. Purpose**

(a) The purpose of this Ordinance is to enhance the public health, safety and welfare by the control of the permits, erection, use, operation, maintenance, repair and removal of signs within the City of Long Beach, Mississippi, and to provide regulations and the enforcement thereof for such purposes.

(b) This Ordinance is restrictive in nature, allowing only those signs that are in public interest. Signs that will not, by their nature, by their reason, size, location, construction or manner of display, endanger public health, safety or morals, shall not be permitted within the corporate limits of the City of Long Beach, Mississippi. Signs shall be purposeful and constructed in a manner as to support and compliment land use objectives and to uphold high standards for the visual environment within the City of Long Beach, Mississippi.

### **SECTION 3. Definitions**

(a) In addition to the words and terms elsewhere defined in this ordinance the following words and terms shall have the following meaning, unless some other meaning is plainly intended:

"Abandoned Sign" shall mean a sign which no longer serves a useful purpose the owner of which sign cannot be identified, or is not being maintained.

"Advertising Message" shall mean that copy on a sign describing products or services being offered to the public.

"Anchored Signs" shall mean any affixed to the ground, a pole, building or other permanent fixtures and would conform to all Sections of this ordinance.

"Animated Sign" shall mean any sign which includes action or motion. For the purpose of this ordinance, this term does not refer to flashing, changing or indexing, all of which are separately defined.

"Architectural Blade" shall mean a roof sign or projecting sign with no legs or braces designed to look as though it could have been part of the building structure, rather than something suspended from or standing on the building.

"Area of Sign" shall mean the area of the largest single face of the sign within a perimeter which forms the outside shape, including any frame, but excluding the necessary supports or uprights on which the sign may be placed. If the sign consists of more than one section or module, all areas will be totaled.

"Awning" shall mean a temporary shelter supported entirely from the exterior wall of a building and composed of non-rigid materials except for the supporting framework.

"Banner Sign" shall mean a temporary sign composed of lightweight material either enclosed or not enclosed in a rigid frame.

## **Minutes of November 21, 2006 Mayor and Board of Aldermen**

“Billboard” see off-premise sign.

“Board of Appeals of Zoning Board of Appeals” shall mean the board consisting of members appointed by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, to hear and decide applications for appeals, special exception uses, and/or variances.

“Building Face or Wall” shall mean all window and wall area of building in one plane or elevation of a building or other structure.

“Building Frontage” shall mean the linear length of a building facing the right-of-way or the linear length of the right-of-way facing the building, whichever is smaller.

“Building Inspector” shall mean the Building Official or Building Inspector of the City of Long Beach, Mississippi, or his designated representative.

“Canopy (or Marquee)” shall mean a permanent roof-like shelter extending from part or all of a building face over a public right-of-way constructed of some durable material such as metal, glass or plastic.

“Changeable Copy Sign (Manual)” shall mean a sign on which copy is changed manually in the field, i.e., reader boards with: changeable letters or changeable pictorial panels.

“Changing Sign (Automatic)” shall mean a sign such as an electronically or electrically controlled public service time, temperature, and date sign, message center of reader board.

“Copy (Permanent and Temporary)” shall mean the wording on a sign surface either in permanent or removable letter form.

“Copy Area” shall mean the area in square feet of the smallest geometric figure which describes the area enclosed by the actual copy of a sign. For fascia signs, the copy area limits refers to the message, not to the illuminated background.

“Directional Sign” shall mean any sign which serves solely to designate the location or direction of any place or area.

“Electrical Sign” shall mean any sign continuing electrical wiring which is attached or intended to be attached to any electrical service.

“Embellishment” shall mean (a) Letter, figures, characters, or representation in cut-outs or irregular forms of similar ornaments attached to, superimposed, or upon the sign; and (b) “Embellishment (Decorative only)” shall mean a purely decorative embellishment on a free-standing sign.

“Erected” shall mean attached, altered, built, constructed, reconstructed, enlarged, or moved, and shall include the painting of wall signs, but does not include copy changes on any sign.

“Exempt Signs” shall mean signs exempted from normal permit requirements.

“Fascia signs” or “Wall Signs” shall mean a sign attached to or erected against a wall of a building, with the face horizontally parallel to the building wall.

“Flashing Signs” shall mean any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally-mounted intermittent light source. Automatic changing signs such as public service

## **Minutes of November 21, 2006 Mayor and Board of Aldermen**

time, temperature, and date signs or electrically controlled message centers are classed as "changing signs" or "flashing signs".

"Freeway-Oriented Sign" or "Controlled Access Highway Sign" shall mean any sign identifying premises where food, lodging or places of services essential to normal operation of motor vehicles, and where such businesses are directly dependent upon the adjacent freeway for business

"Ground Sign" shall mean any sign erected on a free-standing frame and not attached to any building, but is architecturally integrated with the building.

"Height of Sign" shall mean the vertical distance measured from the adjacent street grade or upper surface of the nearest street curb other than an elevated roadway, which permits the greatest height to the highest point of said sign.

"Identification Sign" shall mean a sign which is limited to the name, address, and number of a building or institution, or the occupancy of the person.

"Illuminated Sign" shall mean a sign which emanates light either by means of exposes tubing or lamps on its surface by means of illumination transmitted through the sign faces or lights directed on the sign face.

"Incidental Sign" shall mean any sign pertaining to goods, products, services or facilities which are available on the premises where the sign is located.

"Indexing" shall mean turning and stopping action of the triangular vertical sections of a multiprism sign designed to show three messages in the same area.

"Individual Letter Sign" shall mean any sign made of self-contained letters that are mounted on the face of a building, top of a parapet, roof edge of a building or on top of, or below a marquee.

"Interior Property Line" shall mean a property line other than those fronting on a street, road or highway.

"Lot of Record" shall mean a lot which is part of a subdivision, the plat of which has been recorded in the records of the Chancery Clerk of Harrison County, or a lot described by metes and bounds, the description of which has been so recorded.

"Maintain" shall mean to permit a sign, structure, or any part of each to continue or to repair or refurbish a sign, structure, or any part of either.

"Monument Sign" shall mean a freestanding cabinet or panel sign mounted on, or within a base (on grade with ground), which is detached from any building.

"Nameplate" shall mean a non-electric sign identifying only the name and occupation or profession of the occupant of premises on which the sign is located. If any premises includes more than one occupant, nameplate refers to all names and occupations or profession as well as the name of the building and directional information.

"Non-Accessory Sign" shall mean any sign which directs attention to a business, commodity, service or entertainment not related to the premises at which the sign is located, or to a business, commodity, service, or entertainment which is conducted, sold, or offered elsewhere than on the premises of which the sign is located.

## **Minutes of November 21, 2006 Mayor and Board of Aldermen**

“Non-Conforming Sign (legal)” shall mean any advertising structure or sign which was lawfully erected and maintained prior to such time as it came within the preview of this ordinance and any amendments thereof, and which fails to conform to all applicable regulations and restrictions of this ordinance, or a non-conforming sign for which a special permit has been issued.

“Off-premise Sign” any sign which directs attention to a business, commodity, service, or entertainment that is conducted, sold, offered or manufactured elsewhere than upon the premises where such signs located or to which it is affixed.

“On-premise Sign” a sign which pertains to the use of the premises on which it is affixed.

“Owner” shall mean any person recorded as such on official records and including duly authorized agent or notary, a purchaser, devisee, fiduciary; any person having a vested or contingent interest in or to the property in question.

“Parapet” or “Parapet Wall” shall mean that portion of a building wall that rises above the roof level of the building.

“Person” shall mean any individual, corporation, association, firm, partnership, and the like, singular or plural.

“Portable Sign” shall mean any sign not permanently attached on the ground or a building.

“Premises” shall mean any area of land with its appurtenances and buildings which, because of its units of use, may be regarded as smallest conveyable unit or real estate.

“Projecting Sign” shall mean any sign, other than a wall sign, which is attached to and projects from a structure or building face. The area of double faced projecting signs is calculated on one face of the sign only.

“Public Right-of-way Width” shall mean the particular distance across a public street, measured from property line to property line. When property lines on opposite sides of the public street are not parallel, the public right-of-way width shall be determined by the City Engineer.

“Public Service Information Sign” shall mean any sign intended primarily to promote items of general interest to the community such as time, temperature and date, atmospheric conditions, news or traffic control, and other items of public interest.

“Real Estate Sign” shall mean any sign pertaining to the sale, lease or rental of land or buildings.

“Roof Line” shall mean the top edge of the roof or the top of the parapet, whichever forms the top line of the building.

“Roof Sign” shall mean any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

“Seasonal” or “Holiday” Sign” shall mean any sign such as Christmas decorations, or others, used for a historic holiday and installed for a limited period of time.

“Sign” shall mean any identification, description, illustration or device illuminated or non-illuminated which is visible from any public place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person,

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institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant, placard, or temporary sign designed to advertise, identify, or convey information, with the exception of window displays and national flags. For the purpose of removal, signs shall also include all sign structures.

“Street” shall mean a public highway, road or thoroughfare which affords the principal means of access to adjacent lots, measured from property line to property line.

“Temporary Sign” shall mean any sign which is not permanently affixed. All devices such as banners, pennants, flags (not intended to include flags of any nation), searchlights, twirling or sandwich type signs, sidewalk or curb signs and balloons, or other air or gas filled figures.

“Temporary Window or Building Sign” shall mean any sign painted on the interior or a window or constructed of paper, cloth or other like material and attached to the interior side of a window or displayed on the exterior of a building wall in order to direct attention of persons outside the building to a sale of merchandise or a change in the status of the business.

“Under Canopy” or “Marquee” “Sign” shall mean any sign suspended below the ceiling or roof of a canopy or marquee.

“Unlawful Sign” shall mean any sign which violates the provisions of this ordinance or which the building inspector may declare as unlawful if it becomes dangerous to public safety by reason of dilapidation or abandonment or a nonconforming sign.

“Window Sign” shall mean any sign installed inside or painted on a window for the purposes of viewing from outside the premises, but excludes merchandise located in a window.

(b) Words of the masculine gender shall be deemed and construed to include correlative works of the feminine and neuter gender. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any such words and terms. Words and terms not specifically defined in this or other ordinance of the City of Long Beach, Mississippi, shall be construed accordance with their common and ordinary usage.

### **SECTION 4. Licensing, Permits, Fees, Inspections and Indemnification**

No sign shall be erected within the City of Long Beach, Mississippi, except without first compliance with the terms and provisions of this section pertaining to licensing, payment of fees, application for permits, inspections and indemnification as hereinafter set forth.

#### **(a) Permit Required.**

Except as otherwise provided in this ordinance, it shall be unlawful for any person to erect, construct, enlarge, move or convert any sign in the City of Long Beach, Mississippi, or cause the same to be done, without first obtaining a sign permit for such sign from the Building Inspector as required in this Ordinance. These directives shall not be construed to require any permit for a change of copy on any sign, nor for repainting, cleaning and/or other normal maintenance or repair of a sign or sign structure for which a permit has been previously issued, so long as the sign or sign structure is not changed or modified in any way. No new permit is required for signs which have permits and which conform to the requirements of this ordinance on the date of its adoption and until such sign is altered or relocated.

#### **(b) Sign Contractor’s License.**

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(1) No person shall perform any work or services for any other person or for any government entity for compensation, in and about, or in connection with, the erection, construction, enlargement, alteration, repair, moving, improvement, maintenance, conversion, or manufacture of any sign in the City of Long Beach, Mississippi, or any such work to be done and performed, unless such person first has obtained a contractor's license and is registered Sign Contractor with the said City.

(2) This section is not intended to limit the erection, construction, enlargement, alteration, repair, movement, or conversion of an on-premise sign by the owner of said sign.

#### (c) Indemnification.

All persons engaged in the business of installing, erecting or maintaining any sign which involves, in whole or in part, the erection, alteration, relocation, or maintenance of a sign or sign structure, or other sign work in, over or immediately adjacent to a public right-of-way or public property so that any portion of the public right-of-way or public property is used or encroached upon such person or by such sign or sign structure, shall indemnify and save harmless the City of Long Beach, Mississippi, and any of its officers, agents, representatives and/or employees, from any and all claims, cost, expenses, compensation and/or liability of any kind whatsoever arising out of, resulting from, and/or in connection with the erection, alteration, relocations, or maintenance of any sign or other sign work, insofar as this ordinance has not specifically directed the placement of the sign or sign structure.

#### (d) Insurance.

(1) Every Sign Contractor shall provide or show proof of a Certificate of Liability to indemnify the City of Long Beach against any form of liability to a minimum of One Hundred Thousand Dollars (\$100,000), or shall be responsible through any agency or subcontractor.

(2) Individuals acting on their own behalf in construction, maintenance or alteration of any sign located on their property or in their ownership shall be exempt from this sub-section.

#### (e) Application for Permit.

Application for a sign permit shall be made to the Building Inspector upon a form to be provided by the Building Inspector and shall be accompanied by such information as may be required to assure compliance with all appropriate laws and regulations for the City of Long Beach, Mississippi, including:

(1) Name and Address of the owner of the sign;

(2) Name and Address of the owner or of the person in possession of the premises where the sign is located or to be located. In the case of a leasehold agreement, a copy of the lease agreement must be attached to the permit application.

(3) Clear and legible drawings with descriptions and nominal dimensions, showing location of the sign which is the subject of the permit, and all other existing signs whose construction requires permits, when such signs are on the premises; and any other information as may be required by the Building Inspector as will aid in the compliance with the requirements of this Ordinance relating to its stated purpose in Section 2 above.

#### (f) Issuance of Permit-Denial.

The Building Inspector shall issue a sign permit for the erection, alteration, or relocation of a sign within; the City of Long Beach, Mississippi, when the permit application is properly made and all required information has been provided and all appropriate fees have been paid as outlined below in subsection (i). The Building Inspector may, in writing suspend or revoke a permit issued under provisions of this section whenever the permit is issued on the basis of a misrepresentation of fact or fraud, or for any violation of the provisions of this ordinance. When

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a permit is denied by the Building Inspector, he shall give written notice of the denial to the applicant, together with a brief statement of the reasons for the denial or revocation of the permit.

### (h) Effect of Issuance of Permit

No permit for a sign issued hereunder shall be deemed to constitute permission or authorization to erect or maintain an unlawful sign, nor shall any permit hereunder constitute a defense in an action to abate an unlawful or dangerous sign.

### (i) Permit Fees.

Application for permits shall be filed with the Building Inspector, together with a permit fee as specified by the Building Inspector, for each sign in accordance with the following schedule; provided, however, that the minimum fee for a permit, exclusive of any permit costs for electrical components, shall be not less than Thirty Five Dollars (\$35.00), plus ten cents (.25) per square foot. In addition, when any sign is hereafter erected, installed or otherwise established on any property prior to obtaining permits as required by this Section, the fees specified hereunder shall be doubled, but the payment of such double fees shall not relieve any person from complying with other provisions of this Section or from penalties prescribed in this Ordinance.

### (j) On-Premises Signs.

(1) The calculations on a free-standing, ground, monument or any similar sign shall be based only on one face of the sign. That calculation shall be based upon the largest face of the sign,

(2) Facia or wall sign: Only the copy area as calculated in this Ordinance shall be included in the above mentioned fees.

### (k) Inspection.

The person erecting, altering or relocating a sign shall notify the Building Inspector upon completion of the work for which permits are required.

#### (1) Inspection.

All free standing signs shall be subject to a footing inspection and all signs to a final inspection by the appropriate inspector.

#### (2) Maintenance.

Every sign in the City, including but not limited to those signs for which permits or for which no permits or permit fees are required, shall be maintained in good structural condition at all times. The Building Inspector shall inspect and have the authority to order the repair, alteration or removal of signs which become dilapidated or are abandoned, or which constitute physical hazard to the public safety.

#### (3) Signs Declared Unlawful.

The Building Inspector may declare any sign unlawful if it endangers public safety by reasons of inadequate maintenance, dilapidation or abandonment. Any such declaration shall state the reasons of the Building Inspector for stating that the sign constitutes a safety hazard to the general public. Any sign owned, kept, displayed or maintained by any person within the City of Long Beach, Mississippi, the ownership keeping a display which is unlawful pursuant to the provisions of this ordinance, is hereby declared to be in violation of this ordinance. The Building Inspector may declare any such sign to be unlawful, and such declaration shall state, in writing, the reason or reasons which such sign and the keeping, owning, maintenance, construction, and display or operation thereof, is unlawful under the terms of this ordinance.

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### (l) Master sign program

- (1) The purpose of the master sign program is to provide design compatibility for all signs and to integrate the signs with the architectural features of the multi-tenant building or complex of buildings.
- (2) The property owner(s) or designated agent shall submit an application with a specific set of design standards, including but not limited to, letter and logo sizes, letter style, colors, texture, lighting methods, sign type and architectural features.
- (3) Upon approval of the master sign program by the planning commission all signage contained within the limits of the property, regardless of ownership or tenancy, shall comply with the design standards established by the program.

### **SECTION 5. Permitted Signs According to Zoning Use Districts**

Signs permitted according to Zoning Use Districts as classified according to Ordinance No. 344, The Zoning Ordinance of the City of Long Beach, Mississippi, as now or hereafter amended, are as hereinafter in this section set forth.

#### (a) Signs Permitted in R-O, R-1, R-2, R-3 and R-4 Districts.

Signs permitted in the Residential and Office, R-O, Single Family Residential District, R-1, the Medium Density Residential District, R-2, the Multi-Family Residential District, R-3, and the Residential and Farm District, R-4, and restrictions thereon are as follows:

(1) Permitted Signs. Permitted signs are defined as: Monument; Subdivision; Identification; Wall; Nameplate; Real Estate; Construction; and Political.

(2) Single family and Duplex. For each single family or duplex one name plate shall be permitted, not to exceed two (2) square feet in area. Said name plate shall not be subject to the permit requirements.

(3) Subdivision Identification. Signs which identify residential neighborhoods shall be affixed to a wall or placed within a landscaped area as a monument sign at the entrance street or streets of the subdivision.

(4) Multi-family. Signs which identify multi-family residential developments shall be placed in a landscaped area as a monument sign at the main entrance to the complex, or as a wall sign affixed to the vertical surface of the building. Said sign and sign structure shall be subject to the following provisions:

- (i) Sign Height: Six (6) feet;
- (ii) Sign Area: Twenty-five (25) square feet;
- (iii) Letter Height: Eighteen (18) inches.

(5) Front Setbacks. The minimum set back for signs shall be fifteen (15) feet in all residential districts; and shall be governed by The Zoning Ordinance of the City of Long Beach, Mississippi.

(6) Illumination. Signs permitted in any residential district may only be indirectly illuminated.

(7) Real Estate Signs. One (1) real estate sign shall be permitted on each parcel of land abutting a public or private street subject to such sign not exceeding twelve (12) square feet in area.

(8) Side and Rear Setbacks. Setbacks on all signs, except as expressly stated otherwise shall be as follows:

- Side: Twenty (20) feet from property line.  
Rear: Five (5) feet from property line.

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(9) Seawall and Sand Beach. Signs in the areas of the seawall and sand beach in the City of Long Beach shall be under the jurisdiction of the Sand Beach Authority of the city as provided by the Mayor and Board of Aldermen of the City.

(b) Signs Permitted in C-1, C-2, C-3, and I Districts.

Signs permitted in the Central Business District, C-1 the Highway Commercial District, C-2, the Neighborhood Commercial District, C-3, and the Industrial District, I, and restrictions thereon are as follows:

(1) Permitted signs. Permitted signs are defined as: Monument; Subdivision Identification; Wall; Nameplate; Real Estate; Construction; Political; Canopy; Projecting and Roof.

(2) Monument or Monument Style Signs. One (1) monument sign placed in a landscaped area of not less than 250 square feet for each developed parcel or premise having a frontage on a public right-of-way, not to exceed sixty (60) square feet of sign area is permitted.

(i) Where a parcel has in excess of one hundred (100) feet of street frontage, one additional monument sign may be erected for each additional one hundred (100) feet of street frontage in excess of the first one hundred (100) feet of street frontage abutting said parcel.

(ii) Where a parcel is permitted to have more than one monument signs on each parcel shall be not less than one hundred (100) feet apart.

(iii) The total area of all monument signs on each parcel shall not exceed sixty (60) square feet of sign area for each sign permitted.

(iv) All monument signs shall be placed in a manner so not to interfere with traffic in any way, or confuse traffic, or to present any traffic hazard.

(v) All monument signs shall be parallel or perpendicular to the street unless otherwise required by the City.

(vi) All monument signs shall not exceed fifteen (15) feet in height and have a base not to exceed ten (10) feet in width.

(vii) The minimum front setback for signs shall be fifteen (15) feet in all commercial and industrial districts.

(viii) Side and rear setbacks on all signs, except as expressly stated otherwise shall be as follows: Side – twenty-five (25) feet from property line

Rear – ten (10) feet from property line.

3 Wall Signs. One wall or facia sign for each occupancy within a developed parcel is permitted. Said sign shall not exceed a total area of three (3) square feet of copy area for each linear foot of building occupancy. If such occupancy is on a corner, one wall sign will be permitted for each frontage. If the building includes a canopy, each tenant will be permitted one under canopy sign.

5. Projecting Sign. Any occupant with frontage on a public right-of-way is permitted to have one (1) projecting sign along that public street. The projecting sign may exist instead of, but not in addition to a monument sign. Where a premise is allowed two (2) monument signs, the occupant may elect to substitute a projecting sign for one of the monument signs.

6. Canopy Signs. Canopy signs shall be subject to the following conditions or restrictions:

(i) Area of copy may be three (3) square feet per linear foot canopy front and sides. Subject to a minimum height limit on nine (9) feet from the sidewalk, copy may be installed above or on the face of the canopy apron proper. Signs attached to the underside of a canopy shall have a copy area no greater than twelve (12) square feet, subject to a minimum clearance of seven (7) feet and six (6) inches (7'6") from the sidewalk.

(ii) No portion of a canopy sign can be closer than two (2) feet to a vertical line from the curb face.

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(iii) On places of public entertainment such as theaters, arenas, meeting halls, and other, the copy allowance will be six (6) square feet per linear foot of canopy.

7. Awnings. Signs on awnings consisting of one line of letters or an identification emblem, initials, insignia or other features may be painted, placed or installed upon the hanging border or end of any awning, subject to clearance for safety as required for canopy signs.

8. Real Estate Signs. One (1) Real Estate sign in commercial or industrial districts shall be permitted on each street abutting the parcel of land subject, however, to the requirements that the area of the sign shall not exceed one (1) square foot for each five (5) feet of street frontage on the abutting street; provided further, that the total sign area need not be less than twenty-five (25) square feet nor shall it exceed fifty (50) square feet in area.

9. Pole Sign. A pole sign may be used in unusual site conditions where a monument sign is not reasonably accommodated. However, such use shall require planning commission approval after receiving in writing a full explanation as to why a monument sign can not be used. Site plans and details must accompany any request.

### SECTION 6. Prohibited Signs

It shall be unlawful to erect, alter, relocate or maintain any sign in the City of Long Beach, Mississippi which;

(a) Does not meet all requirements of the provisions of this ordinance, including, but not limited to, the issuance of a sign permit therefore; or

(b) Contains obscene, indecent or immoral matter prohibited by laws of the State of Mississippi; or

(c) Is tacked, nailed, taped, tied or pasted to any hydrant, tree, lamp post, telephone or, electric or other utility pole, fence, or building; or

(d) Is hung or supported from any other sign and is not built as an integral part thereof; or

(e) Is placed in any public place or right-of-way; or

(f) Is of a temporary nature, not permanently anchored to the ground or other structure, such as A-frame signs or portable sign, but not including immobile signs as provided herein; or

(g) Contains lighting which includes illuminations that produce glare to vehicular traffic or electric incandescent bulbs with a rating exceeding forty (40) percent of the lumen output of one hundred (100) watt clear bulb with such lighting located less than twenty (20) feet above the ground surface; or shall be modified in accordance with the direction from the Planning Commission.

(h) Which obstructs the vision of motorists at vehicular intersections; or

(i) Does not meet or exceed standards or specifications of the Building Code or the City of Long Beach, Mississippi, if not covered in this ordinance.

(j) Off-Premise and Non-Accessory Sign are prohibited in the City of Long Beach in Commercial, Industrial and Residential Zones.

### SECTION 7. Structural Requirements

(a) Design and Stress Diagrams Required.

Before a permit shall be granted the erector of every Outdoor Advertising Sign with the exception of shingle signs and a light cloth temporary signs, shall submit to the Building Official a design and stress diagram or plan, containing the necessary information to enable the Building Official to determine that such sign complies with all the regulations and provisions of this Ordinance.

(b) Wind Pressures.

In the design and erection of all signs, the effect of wind shall be carefully considered. All signs shall be so constructed as to withstand the wind pressures as specified by the adopted building codes of the City.

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### SECTION 8. Sign Construction

#### (a) General Requirements.

Where applicable, the construction of signs shall conform to the following requirements.

(1) No signs shall be installed or erected so as to cover the doors or windows of any building, or constructed in such a manner as to obstruct any fire escapes, or any access thereto; nor shall any sign be attached to any fire escape, exterior stair or other means of ingress or egress.

(2) Any sign which projects over public space shall be removed by the owner thereof after thirty (30) days written notice from the Building Official when such sign does not conform to the provisions of this ordinance and such nonconformity is the result of the street widening or reconstruction, curb relocation or other work performed in such public space by any governmental agency.

(3) No part of any sign shall be closer than five (5) feet to any electric, telephone or other utility pole or line.

(4) All cables, turnbuckles, eyebolts or other fastenings for any sign shall be of a non-corrosive metal or hot-dipped galvanized steel.

(5) Where any supports, braces, eyebolts, etc., which support a sign pierce a roof, there shall be flashing pan provided and the roof shall be made watertight.

(6) The roofs of all marquees shall be properly guttered and drained.

(7) No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.

(8) Any electrical wiring either used in construction of sign or for supply line to sign must be U. L. approved and meets all standards used in the Building Code as adopted by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, as and for the Building Code of the City.

#### (c) Projecting Signs.

(1) Projecting signs shall be constructed entirely of metal or shall have a metal structural frame with the approved plastic faces, letters, or decorations. Where such signs are erected on the walls of buildings and supported by cables the main guy which supports the dead weight of the sign shall be anchored to the wall by through bolts or shall be carried over the parapet and anchored to the roof construction one through bolt, not less than one-half (1/2) inch in diameter.

(2) Except as provided in subsection (e) below for wall signs, no sign shall project beyond the property line into or over any street, right-of-way, alley, walk or other public space.

(3) Any projecting sign which violates this Section, which was lawfully erected, maintained and in place on the effective date of this ordinance, or for which a permit to erect, enlarge, rebuild or structurally alter the sign was issued prior to the effective date of this ordinance, shall be deemed a nonconforming sign. A nonconforming sign may continue in existence for the maximum period of time provided in Section 11 of this Ordinance, but all nonconforming signs shall be removed, and are prohibited and unlawful thereafter. During such time period, no nonconforming sign may be enlarged or altered in a way which increases its nonconformity. If a nonconforming sign is damaged or destroyed by any means to an extent of more than sixty-five percent (65%) of its value at the time of damage or destruction, it shall not be repaired or reconstructed except in conformity with this Ordinance.

#### (d) Wall Signs.

(1) Wall signs which project into public space shall comply with all requirements of projecting signs, except the maximum projection of a wall sign shall be one (1) foot.

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(2) Wall signs shall be anchored to a solid masonry wall with metal expansion bolts and to a hollow masonry wall with toggle bolts or through bolts. Anchorage to other walls shall be by a method approved by the Building Inspector.

(3) Wall signs shall not be erected any window, door or other opening in the wall, and shall not extend above the roof level of any building; except where there is a parapet, a wall sign may extend to the top of the parapet.

(4) Wall sign area shall be calculated by determining the area of the sign face, including the frame. Wall signs that consist of individual letters mounted on a wall, the area shall be deemed the area of the smallest rectangular figure which can encompass each individual letter. Each letter may not be spaced more than fifty (50%) percent width of the widest letter in each word.

(e) Banner Signs (non-commercial).

Banner signs shall not exceed twenty-five (25) square feet in area; and a permit for same shall be limited to thirty (30) days, but may be renewed on approved applications. Such signs shall be securely anchored to the buildings, poles or other structural support, but shall not be permitted to be attached to electric, telephone or other utility poles, guys or devices, or within the public right-of-way.

(f) Marquee Signs.

Marquee signs shall be constructed entirely of metal or non-combustible material, and may be attached to, or hung from a marquee; and such signs, when hung from a marquee, shall be at least eight (8) feet at its lowest level above the sidewalk or ground level; and further, such signs shall not extend outside the line of such marquee. Marquee signs may be attached to the sides and front of a marquee; and such sign may extend the length and width of said marquee; provided, further, that such sign does not extend more than six (6) feet above, nor one (1) foot below, such marquee. But under no circumstances, shall the sign or signs have a vertical dimension greater than eight (8) feet.

(g) Temporary Sign (commercial).

A temporary sign shall not exceed the allowable square footage for the district placed and a permit shall be obtained prior to placement. Sign shall be limited to fifteen (15) consecutive days and may not exceed a total of sixty (60) days in any given calendar year.

(h) Illumination.

Where ever an external artificial light source is used to illuminate a sign, illumination shall be located, shielded and directed so as to not be directly visible from a public street or residentially zoned property at grade level. All illuminates on the sign face and to prevent the casting of glare of direct light upon adjacent properties or streets.

The intensity of illumination for the sign shall not exceed ten (10) foot candles per square foot of surface area and shall be even over the face of the sign with no bright spots.

Illuminated signs located on a lot adjacent to or immediately across the street from any residential district turned off at all time between the hours of 11:00 P.M. and 7:00 A.M.; except such sign may remain illuminated during such time the activity to which the sign pertains is engaged.

(i) Zoning Limitation on Signs.

No sign shall be erected, constructed, maintained or relocated in the City of Long Beach, Mississippi, which does not conform to the use regulations and other provisions of this ordinance.

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### SECTION 9. Exempt Signs

Signs exempt from the provisions of this ordinance are as hereinafter specifically set forth, and only as set forth in this section.

#### (a) Permit Exceptions.

The following operations shall not be considered as creating a sign insofar as requiring of a sign permit, but the signs must be in conformance with all other codes and electrical laws and regulations of the City of Long Beach, Mississippi. These are:

- (1) Changing of the advertising copy or message on an existing approved painted or printed sign, whether electrical, illuminated, electronic changing message center or non-illuminated painted message which are all specifically designed for the use of replaceable copy.
- (2) Changes in the content of show window displays and permitted temporary signs.

#### (b) Exempt Signs.

The exempt signs are as follow:

(1) Construction Signs. One construction sign per construction project not exceeding sixty (60) square feet in sign area in business and industrial districts or sixteen (16) square feet in sign area in residential districts, provided that such signs shall be erected no more than thirty (30) days prior to the beginning of construction for which a valid building permit has been issued, shall be confined to the site of construction, and shall be removed within thirty (30) days after completion of construction and prior to occupancy.

(2) Directional or Instructional Signs. Non-electrical signs which provide instruction or direction and are located entirely on the property to which they pertain, and do not exceed four (4) square feet in area; signs identifying rest rooms, public telephones, walkways, or signs providing direction such as parking lot entrances and exits signs, and those of a similar nature.

(3) Government Signs. Governmental signs for control of traffic and other regulatory purpose, street signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of, a public officer in the performance of his public duty.

(4) Holiday Decorations. Signs of a primarily decorative nature, clearly incidental and customary and commonly associated with any national, local or religious holidays.

(5) House Numbers and Name Plates. House numbers and name plates not exceeding two square feet in area for each residential building.

(6) Interior Signs. Signs located within the interior of any building or stadium, or within an enclosed lobby or court of any building, and signs for and located within the inner or outer lobby, court or entrance of any theater. This does not, however, exempt such signs from the structural, electrical, or material specifications as set out in this ordinance.

(7) Memorial Signs. Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or inlaid so as to be part of the building or when constructed of bronze or other non-combustible material.

(8) Notice Bulletin Boards. Notice bulletin boards not over thirty-two (32) nominal square feet in area for medical, public, charitable or religious institutions where the same are located on the premise of said institution.

(9) No-trespassing or No-dumping Signs. No-trespassing or no-dumping signs not to exceed one and one-half (1 ½) square feet in area per sign and not exceeding four (4) in number per lot, except that special permission may be obtained from the Building Inspector for additional signs under proven special circumstances.

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(10) Occupant Signs. One sign for each dwelling unit not to exceed two (2) square feet in area indicating the name of the occupant, location or identification of a home professional office.

(11) Plaques. Plaques or name plate signs not more than four (4) square feet in area which are fastened directly to the building.

(12) Public Notices. Official notices posted by public officers or employees in the performance of their duties.

(13) Public Signs. Signs required or specifically authorized for a public purpose, be it any law, statute, ordinance, or order, which may be of any type, number, area, height above grade, location, illumination, or animation, required by the law, statute, ordinance or governmental order under which the signs are erected.

(14) Real Estate Signs. One real estate sign on any lot or parcel provided such sign is located entirely within the property to which the sign applies, and is not directly illuminated.

(15) Symbols or Insignia. Religious symbols, commemorative plaques or recognized historical agencies, or identification emblems of religious orders or historical agencies, provided that no such symbol, plaque, or identification emblem shall exceed four (4) square feet in area, and provided further that all such symbols, plaques and identification emblems shall be placed flat against a building.

(16) Temporary Signs. Temporary signs not exceeding thirty-two (32) square feet in area pertaining to drives or events of civic, philanthropic, educational or religious organizations, provided that said signs are posted only during said drive, or provided that said signs are posted only during said drive, or not more than thirty (30) days before said event, and are removed no more than five (5) days after an event.

(17) Warning Sign. Signs warning the public of the existence of danger, but containing no advertising material, of a size as may be necessary, to be removed upon the subsidence of danger.

(18) Neighborhood Identification Signs. In any zone, a sign, masonry wall, landscaping and other similar materials or features may be combined to form a display for neighborhood or tract identification, provided that the legend of such sign or display shall consist only of the neighborhood or tract name. All free-standing signs shall be placed within a landscaped area.

(19) Political Campaign Signs. Political campaign signs may be placed on private property, with the consent of the owner or tenant thereof, in all zoning districts of the City subject to the following:

(i) Such signs shall not be tacked, nailed, painted, posted, or affixed in any manner on trees, utility poles, fences, rocks or other such supporting structures.

(ii) Such signs shall not be located on public property or public right-of-way.

(iii) Candidates who qualify for any election shall remove their signs no later than seven (7) days after any election are certified as being official by the Secretary of State for the State of Mississippi, or any political party, whichever first occurs.

(iv) In the event of violation of this subsection, the political candidate will be held responsible.

### **SECTION 10. Maintenance, Repair and Removal of Signs**

#### **(a) Maintenance and Repair**

Every sign, including but not limited to those signs for which permits or for which no permit fees are required, shall be maintained in a safe, presentable and good structural and material condition at all times, including the replacement of defective parts, painting, repairing, cleaning, and other acts required for the maintenance of said signs. The Building Inspector, or his authorized representative, shall require compliance with all standards of this Ordinance. If the sign is not made to comply with adequate safety standards, the Building Inspector shall require its removal in accordance with this Section.

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### **(b) Abandoned Signs.**

Except as otherwise provided in this Ordinance, any sign which is located on property which becomes vacant and unoccupied for a period of three (3) months or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be deemed to have been abandoned. Permanent signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned, unless the property remains vacant for a period of one (1) year or more. An abandoned sign is prohibited and shall be removed by the owner of the sign or owner of the premises whereon such abandoned sign is located.

### **(c) Dangerous or Defective Signs.**

No person shall erect or maintain or permit to be erected or maintained on any premises owned or controlled by him, any sign which is in a dangerous or defective, or dilapidated condition. Any such sign shall be removed or repaired by the owner of the sign or of the premises whereon such sign is located.

### **(d) Unlawful Signs.**

No person shall erect on any premise owned or controlled by him, or on any other premises, any sign which does not comply with the provisions of this Ordinance.

### **(e) Street Improvement Projects.**

Any sign projecting over a public right-of-way at the time of the effective date of this Ordinance, which was subject to removal or relocation at the owner's expense, pursuant to a permit or other ordinance of the City of Long Beach, Mississippi, shall be removed by the owner or altered at the owner's expense to comply with the regulations of this Ordinance, if, as the result of, or after completion of a street improvement project, said sign does not or would not comply with the terms and provisions of this Ordinance.

### **(f) Removal of Signs, Notice.**

The Building Official, or the Building Inspector, shall have the power and authority to order the removal of: any prohibited sign for which no permit has been issued; any abandoned sign; or any dangerous, materially or electrically or structurally defective sign; all upon fifteen (15) days notice in writing to the owner of any such sign, or to the owner of the premises upon which any such sign is located, or to the tenant or occupant of the premises in control of any such sign; all in accordance with the provisions of this Section.

(1) The notice hereinabove provided for shall be in writing and signed by the Building Official or Building Inspector, addressed to the owner of any such sign, or to the owner of the premises upon which any such sign is located, or to the tenant or occupant of such premises in control of any such sign, addressed to them, or any of them, at their or any of their last known addresses, and served upon them, or any of them, by any police officer of the City of Long Beach, Mississippi, or by mail to them, or any of them, by certified mail, return receipt requested; the said notice to state in detail the facts and reason of reasons for the order of removal of any such sign, and requiring the removal of any such sign within the fifteen (15) days of the date of such order, unless, within such fifteen (15) days period from the date of such order, the conditions stated therein requiring the removal of any such sign shall have been corrected by the aforesaid owner or owners to tenant or occupant and approved by the Building Official or Building Inspector.

(2) Any person so notified to remove any such sign who shall fail, neglect or refuse to remove any such sign within the fifteen (15) days period as above provided, shall be guilty of a

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misdemeanor, and upon conviction thereof shall be punished as provided in Section 15 of this Ordinance.

(3) Owner of any sign, or any owner of the premises upon which any such sign is located, or any tenant or occupant of such premises in control of any such sign, feeling aggrieved by the order or removal of the Building Official or Building Inspector, may appeal from the order or decision of the Building Official or Building Inspector to the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, within the fifteen (15) days, and not later. In the event of any such appeal, the order of the Building Official or Building Inspector shall be stayed pending the final decision of the Mayor and Board of Aldermen on appeal.

(4) Emergencies, Notice Not Required. In the event of any emergency presenting an immediate and present danger presenting imminent peril to the public health, safety and lives, resulting from the existence of any such dangerous or defective sign, the Building Official or Building Inspector may cause the immediate removal of any such dangerous or defective sign presenting such clear, present and immediate danger to the public health, safety and lives, without notice. The costs and expenses incident to any such removal of any such dangerous or defective sign in any such emergency may be recovered by the City of Long Beach by appropriate action in any court of competent jurisdiction or by assessment against the property or premises upon which dangerous or defective sign was located. Any such dangerous or defective sign removed in any such emergency shall become the property of the City of Long Beach, Mississippi.

### **SECTION 11. Non-Conforming Signs**

#### **(a) Legal Non-Conforming Signs.**

(i) Notification of Non-Conformity. After the adoption of this Ordinance, the Building Official or Building Inspector shall, as soon as practicable, survey the City of Long Beach for signs which do not conform to the requirements of this Ordinance. Upon determination that a sign is non-conforming, the Building Official or Building Inspector shall make reasonable efforts to so notify either personally or in writing the user or owner of the property upon which the sign is located of the following:

- (i) the sign's non-conformity; and
- (ii) whether the sign is eligible for characterization either as legal non-conforming or unlawful.

(2) Signs Eligible for Characterization as legal Non-Conforming. Any sign located within the corporate limits of the City of Long Beach, Mississippi, on the date of the adoption of this Ordinance, or located in an area annexed to said City thereafter, which does not conform with the provisions of this Ordinance, is eligible for the characterization as a "legal non-conforming sign", and is permitted, provided it also meets the following requirements:

(i) the sign was covered by a sign permit or variance on the date of the adoption of this Ordinance if one was required under then applicable law.

(ii) if no sign permit was required under applicable law for the sign in question, the sign was in all respects in compliance with applicable law on the date of the adoption of this Ordinance.

(iii) the owner of the sign applies for a permit after the adoption of this ordinance.

(3) Loss of Legal Non-Conforming Status. Any sign which has been characterized as a "legal Non-Conforming Sign" will lose legal non-conforming designation, if:

(i) the sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance), which tends to or make the sign less in compliance with the requirements of this Ordinance than it was before the alteration; or

(ii) the sign is relocated to a position making it less in compliance with the requirements of this Ordinance; or

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(iii) the sign is changed to another non-conforming sign; or  
(iv) the sign is expanded; or  
(v) the sign is re-established after damage or destruction of more than Fifty-one percent (51%) of the value of the said sign. Upon the happening of any one or more of the conditions set out in (i), (ii), (iii), (iv) or (v) above, the sign immediately shall be brought into compliance with the term of this Ordinance, with a prior permit secured therefore, or shall be removed by the owner of the sign, or the owner of the premises upon which the sign is located, or by the tenant of the premises in control of the sign on such premises.

### (b) Legal Non-Conforming Sign, Maintenance and Repair.

Nothing in this Section 11 shall be construed to relieve the owner or user of a legal non-conforming sign or owner of the property on which the legal non-conforming sign is located from the provisions of the Ordinance regarding safety, maintenance and repair of signs, as contained herein; provided, however, that any repainting, cleaning and other normal maintenance or repair of any sign or sign structure shall not modify the sign structure or copy in any way which makes it more non-conforming, in which latter event, the sign shall lose its legal non-conforming status.

### (c) Extension of Use of Non-Conforming Sign.

Notwithstanding the provisions of Section 11 (a) (3) above, the owner of any non-conforming sign may make application to the Planning Commission of the City of Long Beach, Mississippi, for permission to extend the use of any non-conforming sign, upon forms for that purpose to be furnished by the Planning Commission. Such application to extend the use of a non-conforming sign must be made and filed with the Planning Commission not later than fifteen (15) days set forth in Section 11(c) hereof, for the alteration, removal or replacement of any sign or signs. The Planning Commission, after notice of and hearing upon such application may, in its discretion, grant or deny such application, upon such terms and conditions and for such period as it may determine.

### (d) Non-Conforming Signs, Action by Planning Commission.

Before granting any extension of use of any non-conforming sign, the Planning Commission must find and determine that all of the following facts exist:

- (i) That, because of unique circumstances applicable to the sign, alteration, removal, or replacement within the time period provided in Section 11 (a) (3) will result in a substantial economic hardship, or that applicant will suffer great financial loss thereby;
- (ii) That the sign will not adversely affect other lawfully erected signs in the same area;
- (iii) That the sign will not be detrimental to the property located in the vicinity of the property upon which the subject sign is located;
- (iv) That the sign will be in keeping with the character of the surrounding neighborhood; and
- (v) That the sign shall not obstruct the vision of vehicular or pedestrian traffic.

### (e) Signs on Non-Conforming Property.

Signs or sign structures which are located on property the use of which is non-conforming to the zoning use district in which said property is located shall conform to those sign requirements imposed by the district in which said use is located or the sign requirements of the district where such use of property would be first permitted.

## SECTION 12. Special Signs

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### (a) Subdivision Development Signs.

The Building Inspector may issue a special permit for a sign in a zone in connection with the marketing of lots or structures in a subdivision, subject to the following conditions:

(i) Such permits may be issued for a period not to exceed one (1) year. The Building Inspector may renew such permits for additional periods of up to one (1) year for each permit upon written application filed therefore not less than thirty (30) days prior to its expiration.

(ii) Type of Permits. The term "signs" used in this section refer to all types of signs, except signs Exempted under Section 9 of this Ordinance and those prohibited under Section 6 of this Ordinance.

(iii) Legend. The construction site sign may contain advertising in connection with the name of the Subdivision, development firm, builder, contractor, real estate sales firm, and may refer to materials, appliances, supplies and building trades used in construction of the dwelling units, or services provided by the developer.

(iv) Location. Any subdivision development sign shall comply with all applicable setback requirements for the zoning district in which the property is located. No such sign shall be permitted to remain in one subdivision or in one sale of lots or structures in another subdivision, or another unit within the same subdivision, without the express permission of the Building Inspector.

### (b) Signs For Special Events.

Temporary signs, not in excess of four (4) square feet in area, may be erected as participation in a public parade, public event or public celebration of a period not to exceed ten (10) days, provided, however, that the erection of such sign shall be approved by the Building Inspector.

## **SECTION 13. Special Exceptions -Variances**

### (a) Intent.

The intent of this Ordinance is to allow certain provisions of this Ordinance to be modified by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, where such modification will encourage excellence in the planning and design of signs. Nothing in this Ordinance, however, is intended to permit the erection or maintenance of signs in the said City which are prohibited in Section 5 "Prohibited Signs" of this Ordinance.

### (b) Special Exceptions---Variances.

Applications for special exceptions uses or variances in the erection and/or maintenance of signs other than as permitted in this Ordinance may be made by any interested party to the combined Planning Commission and Zoning Board of Appeals to be filed and processed as provided by Ordinance No. 344. The final approval by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi.

## **SECTION 14. Administration**

### (a) Sign Inspector—Appointment.

The Mayor and Board of Aldermen of the City of Long Beach, Mississippi, shall appoint a "Sign Inspector", who may be the same person as the Building Official or Building Inspector, who shall serve without compensation, except as may be otherwise provided by resolution of the Mayor and Board of Aldermen entered upon its minutes, and who is to enforce this Sign Ordinance.

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### **(b) Sign Inspector—Duties.**

(i) Sign Inspector shall examine all applications for permits for erections of signs, authorize the continued use of signs which conform to the requirements of this Ordinance, receive, record and file all permits with any accompanying plans, specifications and documents, make an annual inspection of all signs in the City, and make such reports as may be required by the Mayor and Board of Aldermen, not less than annually.

(ii) If the Sign Inspector shall find that any sign has been constructed or erected or is being maintained in violation of any provision of this Ordinance, he shall promptly in writing notify the owner, user or lesser thereof, to correct the same. Such notification shall not excuse the violation of any provision of this Ordinance; and in the enforcement of the provision of this Ordinance, the Sign Inspector, or Building Official or Building Inspector may enlist the aid of the Fire Department and/or Police Department, or other officers and departments, of the City of Long Beach, Mississippi.

### **SECTION 15. Penalties**

If any person or persons shall violate any provision of this Ordinance such person or persons shall be guilty of a misdemeanor: and upon conviction thereof shall be punishable by a fine of not less than One Hundred Dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00), and/or incarceration in the Harrison County jail not to exceed a term of six (6) months. Each day any violation of this Ordinance shall continue shall be deemed a separate offense, and upon conviction thereof shall be punishable as such separate offense or offenses.

In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any provision of this Ordinance shall be deemed a public nuisance, and may be abated as such public nuisance.

### **SECTION 16. Conflicting Ordinance**

If any Ordinance of the City of Long Beach, Mississippi shall contain any provision relating to signs in any manner whatsoever shall be more restrictive than any provision of the Ordinance, such more restrictive provision of such Ordinance shall prevail.

### **SECTION 17. Captions, Catchphrases**

The captions or catchphrases of each section, or subsections of this Ordinance, are intended solely for easy reference and reading; and such captions and /or catchphrases shall not be construed to alter or change the meaning of any such section or subsection of this Ordinance.

### **SECTION 18. Severability**

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, shall be held invalid or unconstitutional by any court or competent jurisdiction, such holding shall not affect the remaining portions of this Ordinance as the same are deemed separate, distinct and independent of each other.

### **SECTION 19. Effective Date**

This Ordinance shall take effect and be in full force from and after thirty (30) days of its adoption, and publication and enrollment thereof as provided by laws of the State of Mississippi. The above and foregoing Ordinance No. 533 was introduced in writing by Alderman Burton who moved its adoption. Alderman Boggs seconded the motion to adopt the

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Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Richard Notter	voted: Aye
Alderman Richard Burton	voted: Aye
Alderman Charles Boggs	voted: Aye
Alderman Richard Bennett	voted: Absent, Not Voting
Alderman Allen D. Holder, Jr.	voted: Aye
Alderman Mark Lishen	voted: Aye
Alderman Joseph McNary	voted: Absent, Not Voting

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the Ordinance adopted this the 21<sup>st</sup> day of November, 2006.

APPROVED:

\_\_\_\_\_  
William Skellie, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Rebecca E. Schruoff, City Clerk

\*\*\*\*\*

Funding for a city planner was tabled.

\*\*\*\*\*

There was an update from the steering committee and after considerable discussion, Alderman Burton made motion seconded by Alderman Holder and unanimously carried directing the Planning Commission to attend the December 5, 2006, meeting to update the Mayor and Board of Aldermen on the status of their recommendation pertaining to the master plan and smart codes.

\*\*\*\*\*

There was an update on the status of water and sewer reconstruction south of the CSX Railroad, however, no formal action was required or taken.

\*\*\*\*\*

There was no action required or taken regarding a work session with Jimmy Gouras to discuss Community Development Block Grants and the availability of other grant applications.

\*\*\*\*\*

The Mayor recognized City Attorney McCreary for his report and he submitted amendments to Ordinance #444, Section 502.4.1, as follows:

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502.4.1 The minimum design frequency for storm runoff shall be ten (10) years for storm sewer collection and one hundred (100) years for cross drainage (i.e., drainage facilities crossing a street), main drainage interceptors, and drainage detention facilities. Drainage detention facilities shall be designed so that the post-development runoff does not exceed the pre-development runoff for all storm frequencies, up to and including the one hundred (100) year storm event.

Upon discussion, Alderman Lishen made motion seconded by Alderman Burton and unanimously carried to approve the amendment as set forth above, forwarding same to the Planning Commission for public hearing and recommendation.

\*\*\*\*\*

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

\*\*\*\*\*

APPROVED:

\_\_\_\_\_  
Alderman Allen D. Holder, Jr., At-Large

\_\_\_\_\_  
Alderman Charles A. Boggs, Ward 1

\_\_\_\_\_  
Alderman Richard Notter, Ward 2

\_\_\_\_\_  
Alderman Richard Burton, Ward 3

\_\_\_\_\_  
Alderman Joseph McNary, Ward 4

\_\_\_\_\_  
Alderman Mark Lishen, Ward 5

\_\_\_\_\_  
Alderman Richard Bennett, Ward 6

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rebecca E. Schruoff, City Clerk