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**MUNICIPAL DOCKET
REGULAR MEETING OF NOVEMBER 15, 2016
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

* * * * *

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARING
 - 1. Zoning Text Amendment-Legal Descriptions
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. * PUBLIC COMMENTS-AGENDA ITEMS ONLY
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. November 1, 2016-Public Hearings/Regular
 - 2. PLANNING COMMISSION
 - a. November 10, 2016
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 111516
- X. UNFINISHED BUSINESS
 - 1. Resolution-Document Filing Fees MS Department of Archives and History
- XI. NEW BUSINESS
 - 1. William Leiteritz-Closure of Evacuation Route Parallel to Railroad
 - 2. William Leiteritz-Fence Permit
 - 3. Seek Funding for the Senior Activity Building-Overhang Extension; Alderman Ponthieux
- XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - a. Flood Plain Management Certification
 - 2. PERSONNEL
 - a. Recreation-(1) Step Increase
 - b. Harbor-(2) Step Increases; (1) New Hire
 - c. Fire Department-(3) Step Increases
 - d. Police Department-(3) Step Increases
 - 3. CITY CLERK
 - a. Special Event Application-CALB Mardi Gras Parade
 - b. School Board Résumés
 - c. General Fund (2) Budget Amendments-FY 2016-2017
 - d. Revenue/Expense Report-October, 2016
 - e. 2016-2017 Holiday Schedule
 - f. Memorandum of Understanding; MDOT Pineville Road Sidewalk
 - 4. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
- XIII. REPORT FROM CITY ATTORNEY
- XIV. * PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA
- XV. ADJOURN (OR) RECESS

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

**Minutes of November 15, 2016
Mayor and Board of Aldermen**

Be it remembered a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 15th day November, 2016, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

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

The public hearing was called to order to consider a Zoning Text Amendment – Legal Descriptions, and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on October 4, 2016, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Public Hearing, as evidenced by the Publisher’s Proof of Publication.

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

Minutes of November 15, 2016
Mayor and Board of Aldermen

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

- Vol. 133 No., 7 dated 10 day of Oct, 2016
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

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

Crista Brackett

Clerk

Sworn to and subscribed before me this 10 day of

Oct, A.D., 2016

Meri A. Jackson

Notary Public

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



LEGAL NOTICE PUBLIC HEARING
 NOTICE IS HEREBY GIVEN, that, in accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance of the City of Long Beach, Mississippi (2013) as amended, the Mayor and Board of Aldermen for the City of Long Beach will conduct a public hearing, Tuesday, November 15, 2016, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, for the purpose of considering a zoning text amendment. The City filed an application to amend the ordinance to create legal descriptions for the zoning map in accordance with the Comprehensive Long Beach Unified Land Ordinance. In addition, the City proposes to adopt the attached legal descriptions (Exhibit A-on file in the Building Permit Office) for said map. The following are the text amendments to be addressed in the public hearing:
 Add to Part 2, Zoning Map, Section 102: Official Zoning Map the following:
 (d) The City shall adopt legal descriptions describing each zoning district and such descriptions shall be attached and made part of the Official Zoning Map and used to identify district boundaries. Any amendment to the zoning map shall automatically amend the legal description.
 Approve: Legal Descriptions in Exhibit A. (on file in the Building Permit Office)
 The purpose of this proposed change is to promote uniform development and encourage public safety, thereby enhancing the quality of life for all Long Beach residents. The above zoning text amendment was approved by the Long Beach Planning Commission at a public hearing duly held and convened on September 22, 2016.
 The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.
 ORDERED, this 4th day of October, 2016, by the Mayor and Board of Aldermen, Long Beach, Mississippi.
 /s/ signed
 Rebecca E. Schuff
 City Clerk
 AD10,10N 1581766

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The Clerk further reported that the Legal Notice, Pubic Hearing, was posted on the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website www.cityoflongbeachms.com.
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Minutes of November 15, 2016
Mayor and Board of Aldermen

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The Mayor opened the floor for public comments opposed to the proposed zoning text amendment, and no one came forward to be heard.

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There being no further public comments, Alderman Lishen made motion seconded by Alderman Young and unanimously carried to close the public hearing.

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Upon discussion, it was determined that the meets bounds description must match the map; should meets and bounds descriptions be written for the area north of the CSX Railroad, a public hearing will be held prior to adoption.

There being no further discussion, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to approve the Zoning Text Amendment, adopting legal description to identify district boundaries, directing the City Attorney to prepare an ordinance for adoption at the next regular meeting, December 6, 2016.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in November, 2016, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

The meeting was called to order and the following employees were recognized as Police Department Officers of the Quarter:

- James Balius
- Jeremy Bammert

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Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to suspend the rules and amend the Municipal Docket to include the following:

- Item XI.4. NEW BUSINESS; Long Beach Deli

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There here were no announcements, proclamations, or comments to the agenda.

Alderman Parker made motion seconded by Alderman Young and unanimously carried to approve the public hearings and regular meeting minutes of the Mayor and Board of Aldermen dated November 1, 2016, as submitted.

Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated November 10, 2016, with exception to final approval, Castine Point Subdivision, and to take official action, as follows:

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**Minutes of November 15, 2016
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up for consideration the matter of final approval for recording of the Plat of CASTINE POINTE SUBDIVISION, PHASE 1. After a discussion of the subject, Alderman Ponthieux offered and moved the adoption of the following Resolution:

RESOLUTION PROVIDING FOR FINAL APPROVAL FOR RECORDING OF THE PLAT OF CASTINE POINTE SUBDIVISION, Phase 1, AS A SUBDIVISION OF THE CITY OF LONG BEACH, MISSISSIPPI, ACCEPTING THE DEDICATION THEREOF, REQUIRING OF THE OWNER OF SAID SUBDIVISION ITS WARRANTY AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS IN AND ABOUT THE CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS AND APPURTENANCES THERETO AND ADJACENT TO SAID SUBDIVISION, PROVIDING FOR SECURITY OF SAID WARRANTY, PROVIDING THAT NO BUILDING PERMITS FOR THE CONSTRUCTION OF OTHER BUILDINGS OR IMPROVEMENTS ON ANY LOT IN SAID SUBDIVISION SHALL ISSUE UNTIL THE OWNERS SHALL HAVE COMPLIED WITH THE PROVISIONS OF THIS RESOLUTION, AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), having made due investigation, do now find, determine, adjudicate and declare as follows:

1. Castine Pointe, LLC, as owner of that certain land situated and being in the Northeast $\frac{1}{4}$, the Northwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of Section 2, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, more particularly described hereinafter in this Resolution, have subdivided the same as CASTINE POINTE SUBDIVISION, PHASE 1, the final Plat of which subdivision, and the curbs, drainage and utility easements, (and appurtenances thereto), as laid out, surveyed and platted by Ralph P. Fontcuberta, Professional Land Surveyor, for said Owner, according to his certificate executed and delivered thereto dated the 8th day of November, 2016, was dedicated by said Castine Pointe, LLC, by the Certificate and Dedication therein executed and delivered and acknowledged under the date of November 11th, 2016; and said Owners have requested of the Governing Body of the Municipality final approval of said Plat of CASTINE POINTE SUBDIVISION, PHASE 1, as a Subdivision of said Municipality.

2. The aforesaid Plat of CASTINE POINTE SUBDIVISION was examined and preliminarily approved by the Planning Commission of the Municipality as is reflected by the minutes of the November 11, 2016 meeting of that body.

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3. A. Garner Russell & Associates, Inc., Consulting Engineers for the Municipality, have inspected and examined the improvements, sewage collection system, water distribution system, drainage system, and fixtures, equipment and appliances appurtenant thereto, constructed and installed by the Owners in the aforesaid subdivision, and said engineers have reported by the letter to the City from David Ball, P.E. dated November 10, 2016 that all of the same are substantially complete and have recommended approval of the plat of said subdivision for recording, and subject to examination and approval of said Plat.

4. The City Attorney has reported to the Governing Body of the Municipality that the form of the aforesaid Plat of CASTINE POINTE SUBDIVISION, PHASE 1 is in substantial compliance with the subdivision regulations of the Municipality.

5. After a discussion of all of the above, the Governing Body of the Municipality does further find, determine and adjudicate and declare that in the public interest, the aforesaid Plat of CASTINE POINTE SUBDIVISION, Phase 1 and the Owner's certification and Dedication thereon should be accepted and approved for recording, and that the improvements, sewage collection system, drainage system, water distribution system, and all fixtures, equipment and appliances appurtenant thereto in said subdivision may be accepted for public maintenance upon said Owners furnishing the Municipality their warranty against defective workmanship and materials in and about the construction and installation of the same, and furnishing the Municipality security for such warranty to the extent of **ONE HUNDRED FIFTEEN THOUSAND FIVE HUND DRED EIGHTY ONE AND NO/100s(\$115,581.00)**; and providing further that no building permit for the construction or installation of any other improvements or buildings on any lot in said subdivision shall issue until the Owner's compliance with the provisions of this Resolution as hereinafter set forth.

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

SECTION 1. Approval of the Plat for Recording.

The Plat of CASTINE POINTE SUBDIVISION, being a subdivision of that certain parcel of land situated in the Northeast $\frac{1}{4}$, the Northwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of Section 2, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, described as follows, to-wit:

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See Exhibit "A" attached hereto and incorporated herein.

as laid out, surveyed and platted by Ralph P. Fontcuberta, Professional Land Surveyor, according to his Surveyor's Certificate on said Plat dated the 10th day of November 2016, and containing Lots numbered consecutively 1 through 58 inclusive, and any drainage and utility easements and rights-of-way, or curbs, as indicated thereon, and the Owners' Certificate and Dedication of Castine, Pointe, LLC dated November 11th 2016, dedicating the same, be, and the same hereby is, accepted as a subdivision of the City of Long Beach, Mississippi, and said final Plat of CASTINE POINTE SUBDIVISION, PHASE 1, is hereby finally approved for recording, subject to the provisions of this Resolution hereinafter contained.

SECTION 2. Acceptance for Public Maintenance.

Curbs, water distribution system, drainage system, and sewage collection system, and fixtures, equipment and appliances appurtenant thereto, constructed and installed in the aforesaid subdivision, are hereby accepted for public maintenance; all subject, however, to the following terms and conditions:

A. Said Owner shall execute and deliver in writing their warranty in favor of the municipality against defective workmanship and materials for a period of two (2) years from the date of this Resolution, in and about the construction and installation of the improvements in and appurtenant to said CASTINE POINTE SUBDIVISION, PHASE 1, including but not limited to the curbs, curb inlets, sidewalks, drainage system, sewage collection system, water distribution system, fire and water hydrants, and any all fixtures, equipment and/or appliances appurtenant to all of the same; such warranty to be executed and delivered to the City by said Owner, and containing the Owner's covenant to indemnify and save harmless the said Municipality from any and all losses, costs, expenses, damages and/or injuries and compensation of any kind and/or character whatsoever, resulting from, arising out of, or in any manner related to any breach of such warranty or warranties, or of any such defects in workmanship and/or materials in and about the fixtures, equipment and/or appliances thereto as aforesaid; all in such form and content as may be approved by the Municipality, acting by and through its Mayor and City Attorney; and

B. The said Owner shall further, at its own cost and expense, furnish the Municipality as security for the warranty and indemnity agreement set out in subsection A of this Section, a cashier's check, certified check, letter of credit, or

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corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the sum and amount of **ONE HUNDRED FIFTEEN THOUSAND FIVE HUND DRED EIGHTY ONE AND NO/100s** (\$115,581.00) without restrictions.

(1) In the event of any breach of warranty or warranties set out in subsection A above, and in the written warranty or warranties and indemnity agreement delivered to the Municipality, and if the Owner shall not correct the same within a reasonable time, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials or contract to have the same done, and apply the above-mentioned security in payment of all of the same and all costs, expenses, injuries and/or damages whatsoever. In the event that such security be insufficient for such purposes, the said Owner shall make up the difference of funds required to make payment for correcting any defective workmanship and/or materials and paying the cost of all expenses, injuries and/or damages resulting from Owner's breach of warranty, if any, herein required.

(2) The condition of the aforesaid security shall be that said Castine Pointe, LLC and its successors in title or assigns shall well and truly comply with all of the terms and conditions of this Resolution and the written warranty herein specified, and if the aforesaid conditions shall have been complied with, the Municipality, upon the expiration of the aforesaid warranty period without any breach of warranty shall return such security, with interest, if any, to said Owner.

(3) The Owners shall execute and deliver unto the Municipality an appropriate conveyance, or conveyances, of the aforesaid improvements in CASTINE POINTE SUBDIVISION, PHASE 1 including but not limited to the aforesaid sewage collection system, water distribution system, fire and water hydrants, and any and all fixtures, equipment, appliances appurtenant thereto, free and clear of any and all liens and/or encumbrances.

SECTION 3. Building Permits in Subdivision.

The aforesaid Plat shall not be filed for record, and no building permit shall issue for the construction of any building or buildings or other improvements whatsoever on any lot or parcel of land in the aforesaid CASTINE POINTE SUBDIVISION, PHASE 1, unless and until the provisions of Section 2, above, shall have been complied with by said Owner and/or its successors in title and/or assigns.

SECTION 4. Certificate of Approval of Plat.

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The Mayor and City Clerk of the Municipality are hereby authorized and directed, for and on behalf of the Municipality, to execute and deliver a certificate of approval for recording of the aforesaid Plat of CASTINE POINTE SUBDIVISION, PHASE 1, in substantially the form as set forth on the aforesaid Plat.

SECTION 5. Captions.

The captions to each section of this Resolution are intended solely for easy reference and reading, and shall not be construed to alter or change the meaning of any such section or portion thereof.

SECTION 6. Effective Date.

This Resolution shall take effect and be in force from and after its adoption and being spread upon the minutes of the Governing Body of the Municipality.

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

Alderman Bernie Parker	voted aye
Alderman Gary J. Ponthieux	voted aye
Alderman Kelly Griffin	voted aye
Alderman Alan Young	voted aye
Alderman Leonard G. Carrubba, Sr.	voted aye
Alderman Mark E. Lishen	voted aye
Alderman Ronnie Hammons, Jr.	voted aye

The question having received the affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried and the Resolution adopted and approved this 15th day of November 2016.

APPROVED:



William Skellie, Jr., Mayor

ATTEST:



Rebecca E. Schruff, City Clerk

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Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON

INDEMNITY AND OWNER'S WARRANTY OF
COMPLETION AND CONVEYANCE OF
IMPROVEMENTS IN, ON AND UNDER
CASTINE POINTE SUBDIVISION, PHASE 1

For good and valuable consideration as hereinafter stated, the receipt of all of which is hereby acknowledged, and in accordance with the terms and provisions of that certain resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), on the 15th day of November, 2016, providing for final approval for recording of the Plat of CASTINE POINTE SUBDIVISION, PHASE 1, as a subdivision of said Municipality, and accepting the dedication thereof and the improvements therein for public maintenance, and of the benefit accruing to the Owner, Castine Pointe, LLC (" Owner" and "warrantor and indemnitor") does hereby covenant and stipulate and agree to and with the Municipality as follows:

1. The undersigned Owner does hereby warrant unto the Municipality that it has substantially completed the construction and installation of all of the improvements in, on and under the easements and property in CASTINE POINTE SUBDIVISION, PHASE 1 dedicated same to the public use forever, all in accordance with the plans and the specifications therefore previously submitted to the Planning Commission of the Municipality, including, but not limited to, paving and improvement of the public streets in said subdivision, curbs and curb inlets, drainage system, water distribution system, sewage collection system, fire and water hydrants, together with all and singular, all pipes, pipelines, culverts, mains, fixtures, the equipment and appliances appurtenant to all of the same; all hereinafter collectively referred to as "Improvements".
2. The undersigned Owner, for the consideration herein above stated, does hereby convey all of the aforesaid improvements to said Municipality free and clear of any and all encumbrances whatsoever, to have and to hold all of the same unto said Municipality, its successors and assigns forever.
3. Said Owner does hereby covenant and warrant unto the said Municipality that said improvements, and the construction and installation thereof, are free and clear of any and all defective workmanship and materials which said warranty shall continue in full force and effect for a period of two (2) years from and after the date of the aforesaid resolution, and the said Owner shall maintain said Improvements in accordance with this warranty.
4. Said Owner does hereby further covenant and agree to, and does hereby, covenant and agree to indemnify and save harmless the Municipality from any and all

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losses, costs, expenses and/or injuries and damages of any kind and character whatsoever, resulting from, arising out of, or in any manner relating to any breach of the aforesaid warranty herein contained, or of any such defects in the workmanship and/or materials in and about the construction and installation of the aforesaid improvements during the period covered by the aforesaid warranty or warranties.

5. As security for the warranty or warranties set forth in paragraphs 3 and 4 above, the Owners have furnished the Municipality a cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi, in the aggregate sum of ONE HUNDRED FIFTEEN THOUSAND FIVE HUND DRED EIGHTY ONE AND NO/100s (\$115,581.00) without restrictions to be held, or if a check, deposited by the said Municipality in a special fund to be styled "City of Long Beach, CASTINE POINTE SUBDIVISION, PHASE 1 Security Fund" pending the expiration or termination of the warranty period specified in paragraph 3, above. The warrantor and indemnitor herein does further consent and agree that such instrument/security funds shall be held/deposited as herein above set forth for the purposes herein provided.

6. The condition under which the Municipality shall hold the ONE HUNDRED FIFTEEN THOUSAND FIVE HUND DRED EIGHTY ONE AND NO/100s (\$115,581.00) cashier's check, certified check, letter of credit, or corporate surety bond, issued or certified by a bank, savings and loan association or corporate surety authorized to do business in the State of Mississippi above mentioned in paragraph 5, above, is that:

(A) In the event of any breach of warranty or warranties set out in paragraphs 3 and 4, above, and if the Owner shall not correct the same within a reasonable time after notice from the Municipality to Owner, if any, the Municipality, at its sole discretion, may correct any defective workmanship and/or materials, or contract to have the same done, and apply the said security in payment of the same and all costs, expenses, losses, injuries and/or damages incurred thereby. In the event that such security may be insufficient for such purposes, the Owner shall pay the difference of funds required to make payment for correcting the defective workmanship and/or materials and for all costs, expenses, losses, injuries and/or damages resulting from Owner's breach of warranty, if any, herein required.

(B) If said Owners, and/or their successors in title or assigns shall well and truly comply with all of the terms and conditions of the aforesaid resolution and of the warranty or warranties and of the indemnity agreement herein specified; and if the aforesaid conditions shall have been complied with by the Owner, the Municipality, upon the expiration of the aforesaid warranty period, without any breach of warranty, shall return the letter of credit or funds representing such security to said Owners.

7. In the event that the Municipality be reasonably required to litigate its claim for reimbursement of costs, losses, expenses, damages, injuries and/or compensation, resulting from any breach of warranty or indemnity hereunder, said Owner further

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covenants and agrees to pay the Municipality's reasonable costs and attorneys' fees incurred thereby.

THIS the _____ day of _____, 2016.

Castine Pointe, LLC, "Owner"

By: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2016, within my jurisdiction, the within named _____, who acknowledged he/she/ they are the _____ of CASTINE POINTE, LLC, owner of that parcel of land known as CASTINE POINTE SUBDIVISION, PHASE 1 and that he/she/they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

Alderman Griffin made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims number 111516.

The resolution, Document Filing Fees – MS Department of Archives and History, was taken under advisement for further review and consideration at the next regular meeting, December 6, 2016.

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The following agenda items were removed at the request of William Leiteritz:

XI. NEW BUSINESS

- 1. William Leiteritz-Closure of Evacuation Route Parallel Railroad
- 2. William Leiteritz-Fence Permit

There came on for consideration problems arising from live music being played at the Long Beach Deli, 20110 Pineville Road, owned by Maxim F. van Norden, violating city ordinances and stipulations applied to the accessory use for live music granted to the owner; said stipulations are as follows:

- Only non-amplified, acoustic, live music can be played.
- Live music can be played on Saturdays only.
- Live music can be played only between the hours of 7:00 a.m. and 9:00 p.m., as stated in the Noise Ordinance #463A, Section IX, Sound Equipment.

The Mayor recognized Kim Marmalich, resident adjacent to the Long Beach Deli, who stated that the deli has featured live music on a Sunday and a Tuesday, and has featured amplified music.

Upon discussion, it was determined that the police were called on several occasions, however, the bands were not playing when they arrived; and the Building Official/Zoning Enforcement Officer contacted the business to apprise them of the violations.

After considerable discussion it was the consensus of the Mayor and Board of Aldermen for Building Official/Zoning Enforcement John Eustace to contact the business owner again and schedule a meeting to discuss the violations in an attempt to reconcile the matter or to revoke the accessory use.

MAYOR'S OFFICE:

- Alderman Griffin made motion seconded by Alderman Young and unanimously carried to spread the Floodplain Manager Certification letter, John Eustace, upon the minutes of this meeting in words and figures, as follows:

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Association of State Floodplain Managers, Inc.

575 D'Onofrio Drive, Suite 200 Madison WI 53719

Phone: 608-828-3000 | Fax: 608-828-6319 | Email: asfpm@floods.org | Web: www.floods.org

Executive Director
Chad M. Berginnis, CFM

Deputy Director
Ingrid D. Wadsworth, CFM

Director Emeritus
Larry A. Larson, P.E., CFM

October 14, 2016

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

Dear Mr. Skellie:

We are pleased to inform you that one of your staff, John Eustace, has successfully completed the process and examination to become an ASFPM Certified Floodplain Manager (CFM®). The ASFPM grants this certification only to those professionals who meet the requirements and complete a comprehensive examination on the programs and standards to reduce flood losses in the nation. More information about the ASFPM CFM® Program is easily accessible on our website at www.floods.org under Certification.

The goals of the ASFPM CFM® Program are to:

- Formalize a procedure to recognize and provide an incentive for individuals to improve their knowledge of floodplain management concepts;
- Enhance individual professional development goals;
- Promote an understanding of relevant subject matter that is consistent nationwide;
- Convey new concepts and practices; and
- Build partnerships among organizations and agencies that share the goal of advancing sound floodplain management.

We will continue to work with John to maintain this important certification. We urge you to recognize and support this important professional step by your staff member.

Please feel free to contact me with any questions you may have.

Sincerely,

Chad Berginnis, CFM
Executive Director
Assn. of State Floodplain Managers

cc: John A. Eustace, CFM

Dedicated to reducing flood risk and losses in the nation.

Chair
Ceil C. Strauss, CFM
State Floodplain Manager
MN Dept. Natural Resources
651-259-5713
ceil.strauss@state.mn.us

Vice Chair
Maria Cox Lamm, CFM
State Floodplain Manager
SC Dept. Natural Resources
803-734-3672
coxmd@dnr.sc.gov

Secretary
Leslie Durham, P.E
Chief, Floodplain Management
AL Water Resources
334-242-5506
leslie.durham@adeca.alabama.gov

Treasurer
Karen McHugh, CFM
Floodplain Management Officer
MO Emergency Mgmt. Agency
573-526-9129
karen.mchugh@sema.dps.mo.gov

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

RECREATION:

- Step Increase, Laborer Robbie Collins, CSH-1-VII, effective December 1, 2016;

HARBOR:

- Step Increase, Harbor Master William Angley, CSH-15-XIII, effective February 1, 2017;

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- Step Increase, Assistant Harbor Master David Falks, CSH-4-IV, effective November 1, 2016
- New Hire, Part Time Harbor Guard Mike Fitzgerald, CSH-2-B, effective December 1, 2016.

FIRE DEPARTMENT:

- Step Increase, Firefighter 2nd Class Mikael Ingram, FS7, effective December 1, 2016;
- Step Increase, Firefighter 2nd Class Dylan Patton, FS7, effective January 1, 2017;
- Step Increase, Firefighter 2nd Class Tyler Slocum, FS7, effective January 1, 2017.

POLICE DEPARTMENT:

- Step Increase, Detective Craig DeRoche, PSA-10-X, effective December 1, 2016;
- Step Increase, Police Officer 1st Class Kenneth French, PS-9-I, effective December 16, 2016;
- Step Increase, Clerk Debbie Korte, CSA-3-XIII, effective December 16, 2016.

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the Special Event Application – Long Beach Carnival Association Mardi Gras Parade, as follows:

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CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 11/2/16 Time: 8:15 AM By: [Signature]

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the City Clerk at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: CARNIVAL ASSOCIATION OF LONG BEACH

Organization Address: P.O. Box 120 Long Beach, MS 39560

Organization Agent: EDDIE SEAL Title: PARADE CHAIRMAN

Phone: 228 326 9207 Work Home SAME During event SAME

Agent's Address: 404 HOLLEY ST, LONG BEACH, MS 39560

Agent's E-Mail Address: EDDIESEAL1@CABLEONE.NET

Event Name: CALB MARDI GRAS PARADE

Please give a brief description of the proposed special event: THE CALB MARDI GRAS PARADE HAS ROLLED THE STREETS OF LONG BEACH SINCE 1971. IT IS A PARADE OF FLOATS REPRESENTING FAMILIES, FRIENDS, SPORTS TEAMS, CIVIC GROUPS AND CHURCHES FROM THE GULF COAST.

Event Day(s) & Date(s): 18 FEB 2017 Event Time(s): 6:00 PM

Set-Up Date & Time: 17 FEB 3:00 PM Tear-Down Date & Time: 19 FEB 11:00 AM

Event Location: STREETS OF DOWNTOWN LB (MAP ATTACHED)

ANNUAL EVENT: Is this event expected to occur next year? (YES) NO

How many years has this event occurred? 45

ADOPTED: 11.15.11-BOARD ACTION

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MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: 2/18/17 5:00PM through Date/ Time 2/18/17 8:00PM

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

PARKING SPOTS IN FRONT OF CITY HALL ON EAST SIDE OF JEFF DAVIS
FOR REVIEWING STAND AREA

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? 25,000 - 30,000

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO
If yes, how many? 8

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

P.D. FOR TRAFFIC / STREET CLOSURES AND INTERSECTIONS.

ADOPTED: 11.15.11-BOARD ACTION

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INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional named insured party on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above

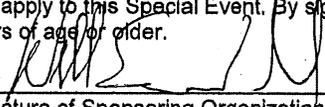
related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance which names the City of Long Beach as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

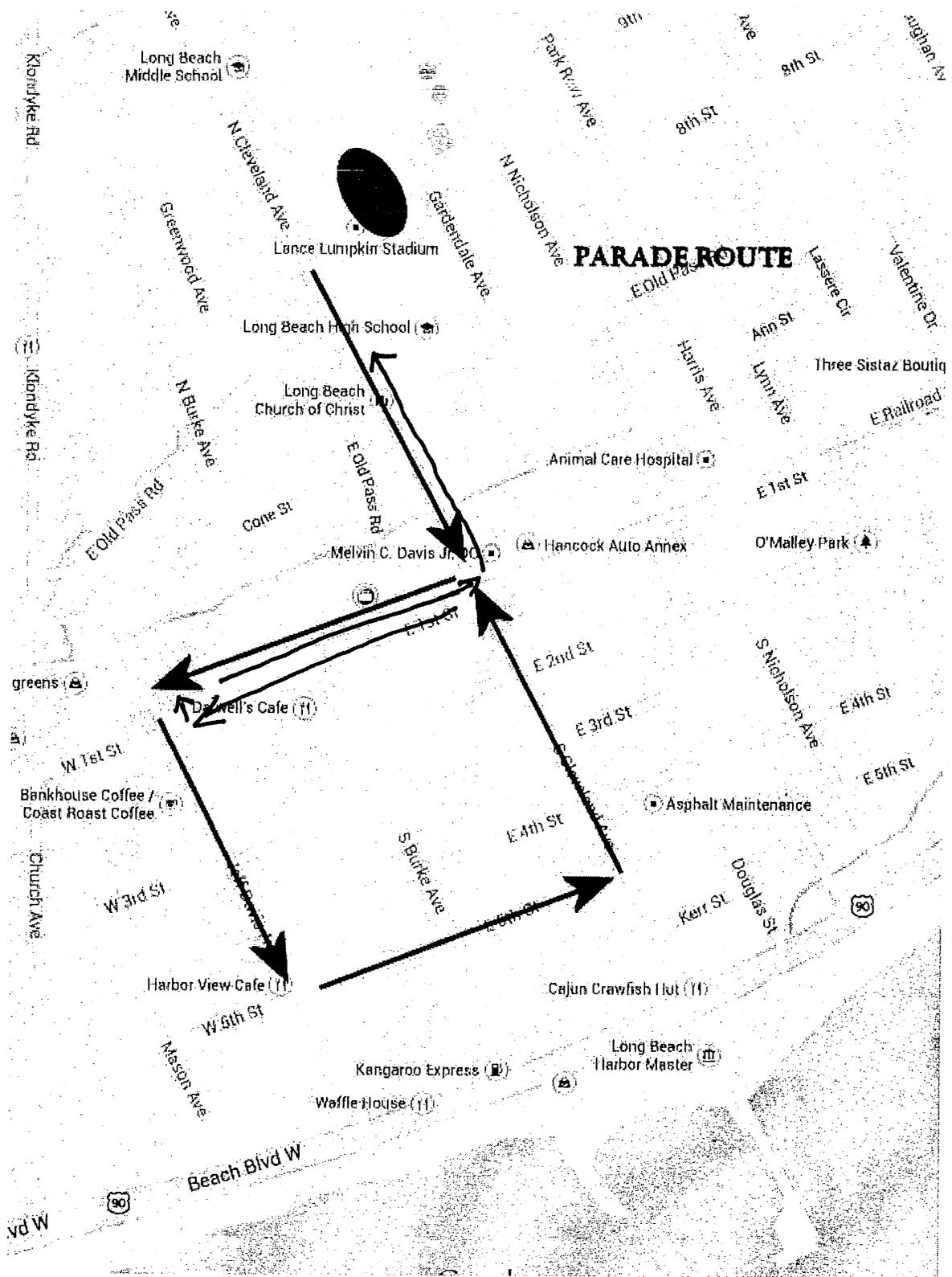
9/27/16
Date


Signature of Sponsoring Organization's Agent

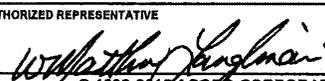
**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE - 201 JEFF DAVIS AVENUE - P.O. BOX 929 - LONG BEACH, MS
39560**

ADOPTED: 11.15.11-BOARD ACTION

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ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/04/2016		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Beacon Insurance Services, Inc. 1009 Howard Avenue Biloxi, MS 39530 License #: 205172			CONTACT NAME: Karleen Morgan PHONE (A/C, No. Ext): (228)374-0067 FAX (A/C, No): (228)374-0068 E-MAIL ADDRESS: karleen@beaconins.biz			
INSURED Carnival Association of Long Beach Inc DBA Carnival Association of Long Beach Inc PO Box 120 Long Beach, MS 39560			INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 00000000-81748		REVISION NUMBER: 2		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INBR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NBP2551522A	06/15/2016	06/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below
						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is also listed as Additional Insured in Regard to the General Liability						
CERTIFICATE HOLDER			CANCELLATION			
City of Long Beach 201 Jeff Davis Avenue PO Box 929 Long Beach, MS 39560			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (KBM)			

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Printed by KBM on October 04, 2016 at 02:18PM

There came on for consideration school board résumés and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen on October 4, 2016, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the city of Long Beach and published in Harrison County, Mississippi, Legal Notice, Election of School Trustee, as evidenced by the Publisher's Proof of Publication.

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

Minutes of November 15, 2016
Mayor and Board of Aldermen

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 133 No., 7 dated 10 day of Oct 20 16
- Vol. 133 No., 14 dated 17 day of Oct 20 16
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

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

Crysta Brackett
Clerk

Sworn to and subscribed before me this 19 day of Oct A.D., 20 16

Meri A. Jackson
Notary Public

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



LEGAL NOTICE
ELECTION OF SCHOOL
TRUSTEES
THE CITY OF LONG BEACH,
MISSISSIPPI
NOTICE IS HEREBY GIVEN,
that the Mayor and Board of
Aldermen of the City of Long
Beach, Mississippi, call the first
meeting of the Board of
Trustees to be held at 6:00 p.m., on
Tuesday, the 7th day of
February, 2017, at the City
Hall Meeting Room in said
City, or at such meeting to
which the same may be
recessed or adjourned, with
consider and act upon the
election of a Trustee to the
Board of Trustees of the Long
Beach Municipal Separate
School District, required by
law to be elected by said
Mayor and Board of
Aldermen.
Any person desiring to be con-
sidered an applicant for such
office of trustee, or any person
or who organization desiring
to submit the name of any per-
son as an applicant, may do
so by filing a curriculum vitae
or resume with the City Clerk
of said City at the City Hall in
Long Beach, Mississippi, 201
Jeff Davis Avenue, Post
Office Box 920, Long Beach,
MS, 39060, on or before 5:00
o'clock p.m., Friday, Novem-
ber 4, 2016. The resume she
include, but is not limited to,
the name, birthday, home ad-
dress, email address and
social security number of the
applicant, his or her work his-
tory and qualifications, and
the name, address, birthday,
social security number and
present employment of the
applicant's spouse, along with
such other information as may
be required by the Mayor and
Board of Aldermen.
ORDERED, this the 4th day of
October, 2016.
(Seal)
Rebecca E. Sohruff, City
Clerk
ADV10,17 1881787

In addition, the aforesaid Legal Notice was posted on the bulletin boards at City Hall, the Water Department, the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; the city's official website, www.cityoflongbeachms.com; and forwarded to Kathy Cook at the Long Beach School District Central Office to post at all schools.

The Clerk further reported that two (2) résumés were properly filed, as follows:

Minutes of November 15, 2016
Mayor and Board of Aldermen

Debra Cook
6359 Fred Allen Road
Long Beach, MS 39560

Angie Alexander Johnson
1155 East Old Pass Road
Long Beach, MS 39560

Upon discussion, Alderman Lishen made motion seconded by Alderman Young and unanimously carried to schedule a work session to conduct interviews, Tuesday, January 10, 2016, in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, commencing with Debra Cook at 5:00 p.m., and Angie Alexander Johnson at 5:20 p.m.

Alderman Young made motion seconded by Alderman Hammons and unanimously carried to approve two (2) General Fund Budget Amendments – Fiscal Year 2016-2017, as follows:

City of Long Beach
 Budget Amendment Request

Fund Name _____ Date _____
 Department # 435 Budget Entry # _____
 Department Name Recreation _____

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Landscaping/Beautification				
435-613600	1,250	-	11,667	12,917
Disaster Relief 030-111100	299,910	-	(11,667)	288,243

Amendment to transfer funds from the Disaster Relief fund to the Recreation Dept. to purchase limestone for the parking lot at the girl's softball field on Klondyke Road. All work is being done by Harrison County.

Amendment #1

Minutes of November 15, 2016
 Mayor and Board of Aldermen

City of Long Beach
 Budget Amendment Request

Fund Name General Date 11/16/2016
 Department # 213 Budget Entry # _____
 Department Name Police

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Equipment 213-631000	66,000	-	1,000	67,000
Donations	-	-	1,000	1,000

Amendment to budget donation received by the Police Department from the MS Gulf Coast Corvette Club.

Amendment #2

Minutes of November 15, 2016
Mayor and Board of Aldermen



Date: November 8, 2016

To: Kini Gonsoulin

From: Wayne McDowell

Re: Donated Funds for Police Department

Kini,

The Police Department has received donated funds from Mississippi Gulf Coast Corvette Club for the purpose of supporting the Police Department. The funds were donated in the form of a check. The check is as follows:

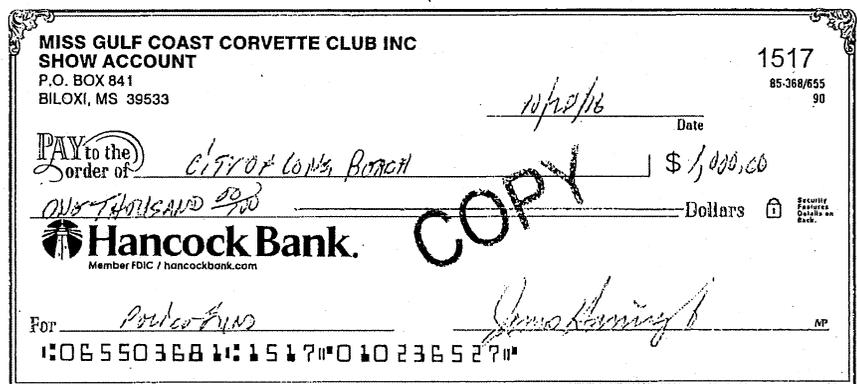
Check# 1517 made out to City of Long Beach Amount: \$1,000.00

I'm am requesting that theses be placed in the Police Departments budget under new equipment (213-631000).

Thank you,

Wayne McDowell
Chief of Police

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Mayor and Board of Aldermen



Alderman Griffin made motion seconded by Alderman Carrubba and unaniously carried to approve the 2016-2017 Holiday Schedule, as follows:

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Mayor and Board of Aldermen

HOLIDAY SCHEDULE *

2016

Wednesday, November 23 rd	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)
Thursday, November 24 th	Closed-Thanksgiving Holidays
Friday, November 25 th	Closed-Thanksgiving Holidays
Friday, December 23 rd	Closed-Christmas Holidays
Monday, December 26 th	Closed-Christmas Holidays

2017

Monday, January 2 nd	Closed-New Year's Holiday
Monday, January 16 th	Closed-Martin Luther King's and Robert E. Lee's Birthday
Monday, February 20 th	Closed-President's Day
Monday, April 24 th	Closed-Confederate Memorial Day
Monday, May 29 th	Closed-Memorial Day
Tuesday, July 4 th	Closed-Independence Day
Monday, September 4 th	Closed-Labor Day
Monday, November 13 th	Closed-Veteran's Day
Wednesday, November 22 nd	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)
Thursday, November 23 rd	Closed-Thanksgiving Holidays
Friday, November 24 th	Closed-Thanksgiving Holidays
Monday, December 25 th	Closed-Christmas Holidays
Tuesday, December 26 th	Closed-Christmas Holidays

2018

Monday, January 1 st	Closed-New Year's Holiday
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*HOLIDAYS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH GOVERNOR'S PROCLAMATION

APPROVED: 11.17.15

Minutes of November 15, 2016
Mayor and Board of Aldermen

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to approve the MDOT Memorandum of Understanding, Pineville Road Project, and the Consultant Selection of Neel-Schaffer, authorizing the Mayor to execute all documents, as follows:

Comptroller's Office

Memo

To: Mayor Skellie
Board of Aldermen
From: Kini Gonsoulin, Comptroller
Date: 11/9/2016
Re: City of Long Beach Pineville Road Sidewalks

The City of Long Beach has successfully activated the Pineville Road Sidewalks project with MDOT. Attached to this memo is the Memo of Understanding (MOU) with MDOT. Upon approval, the MOU should be executed in duplicate by the Mayor.

Also attached is the City's Consultant Selection letter to MDOT. Due to the size of this project, the City was able to use the Small Purchase Procedures option to select the consultant for preliminary engineering and construction engineering & inspection services. Considering their familiarity with this project, we are proposing to select Neel Schaffer to be the City's consultant in this project. Upon approval, this letter should be executed by the Mayor.

If you have any questions, please do not hesitate to call me at 863-1556 or e-mail me at kini@cityoflongbeachms.com. Thank you.

Minutes of November 15, 2016
Mayor and Board of Aldermen

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



Mark C. McConnell
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

16499-B Highway 49, Saucier, Mississippi 39574-9740
November 4, 2016

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

RE: Memorandum of Understanding, MOU
Pineville Road Sidewalks, STP-9083-00(001)LPA / 107481-701000

Dear Mayor Skellie,

Attached are the duplicate copies of the Memorandum of Understanding, MOU, for the above referenced project for your review and processing. Please execute the MOU in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Layla Essary, telephone number 601-466-1881. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

Chuck Starita

Chuck Starita, PE
Asst. District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

Transportation: The Driving Force of a Strong Economy

Minutes of November 15, 2016 Mayor and Board of Aldermen

STP-9083-00(001)LPA / 107481-701000
Pineville Road Improvements
City of Long Beach

8.11.2016 D:\terplate

Memorandum of Understanding

STP-9083-00(001)LPA / 107481-701000
Pineville Road Improvements
Long Beach, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Long Beach, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize STP Funds and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to construct sidewalks along Pineville Road; (hereinafter referred to as the "PROJECT"), and the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, it is anticipated that approximately \$1,000,000.00 in federal funds (80% federal match and 20% local match) are available for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION enter into this Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT, and agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. The LPA shall follow the procedures set out in the latest online version of the

Minutes of November 15, 2016

Mayor and Board of Aldermen

STP-9083-00(001)LPA / 107481-701000
 Pineville Road Improvements
 City of Long Beach

8.11.2016 00:10:16

Project Development Manual (PDM) for Local Public Agencies that are necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.

3. The LPA shall submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the PROJECT during and after completion so that the federal investment in the PROJECT is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the PROJECT. Payments to railroads, their consultants or contractors, for work included in the PROJECT, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the PROJECT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the PROJECT, over and above the available federal aid funds for the PROJECT.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and

Minutes of November 15, 2016 Mayor and Board of Aldermen

STP-9083-00(001)LPA / 107481-701000
Pineville Road Improvements
City of Long Beach

8.11.2016 Boilerplate

participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for a project including press releases; materials for groundbreakings, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this project.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal

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department or agency.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. In its discretion, make payments to railroad companies, their consultants or contractors for work on railroads included in the PROJECT. The payments made shall come from project funds obligated for the PROJECT.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

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C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunals having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

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Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the PROJECT, then MDOT time may be charged to the PROJECT. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the PROJECT may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
William Skellie, Jr., Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 963-1556
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
David Seyfarth
District LPA Coordinator – District 6
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Kini Gonsoulin
Comptroller
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 864-0822

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

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ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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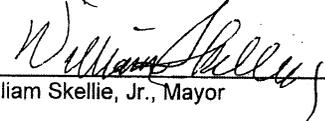
ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

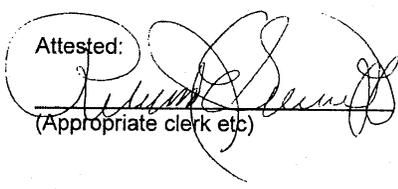
So agreed this the 16th day of November, 2016.

City of Long Beach



William Skellie, Jr., Mayor

Attested:



(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____

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City of Long Beach

BOARD OF ALDERMEN
Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Alan Young - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schuff

CITY ATTORNEY
James C. Simpson, Jr.

November 6, 2016

Scot Ehrgott, P.E.
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION
City of Long Beach Pineville Road Sidewalks
STP-9083-00(001)LPA/107481-701000

Dear Mr. Ehrgott,

With this letter the City of Long Beach (LPA) is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The LPA has considered (3) three qualified firms, Neel-Schaffer, A Garner Russell & Associates, and Brown, Mitchell & Alexander, Inc. By our internal selection process, we have selected Neel-Schaffer as our Professional Services Consultant for preliminary engineering, and construction engineering & inspection services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at 228-863-1556 if you have any questions, concerns or comments.

Sincerely,


William Skellie, Jr.
Mayor, City of Long Beach

cc: Jeff Altman, P.E.
David Seyfarth, LPA District Coordinator
David Taylor, Planning Director
Chuck Starita, Asst. LPA District Coordinator

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

There was no official action required or taken regarding derelict properties at this time.

There was no report from the City Attorney.

The Mayor opened the floor for public comments regarding general matters not appearing on the agenda, as follows:

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PUBLIC COMMENTS PERTAINING TO MATTERS NOT APPEARING ON THE AGENDA

NOTE: All comments shall be directed to the Chairman (Mayor) at the end of the meeting.
 Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions will not be permitted.
 Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person.
 Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.

PLEASE PRINT:		
	NAME / ADDRESS / TELEPHONE	SUBJECT MATTER
1	Kim Marmatch	Long Beach Market & Deli
2	Linda Powell	Peor Bayou
3		
4		
5		
6		
7		
8		
9		
10		

City of Long Beach, Mississippi
 Mayor and Board of Aldermen Meeting
 Date: _____

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-NOT ON AGENDA

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

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APPROVED:

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

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk