Minutes of December 17, 2019
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF DECEMBER 17, 2019
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 HEARINGS
  1. 125 Mount Bass St.; assessed to Joey & Kiasha Brou
  2. 218 Alverado Dr; assessed to Donald & Alice Shaffer
V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
VI. AMENDMENTS TO THE MUNICIPAL DOCKET
VII. APPROVE MINUTES:
  1. MAYOR AND BOARD OF ALDERMEN
    a. December 3, 2019 – Regular
  2. PLANNING & DEVELOPMENT COMMISSION
    a. December 12, 2019 - Regular
VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
  1. 121719
IX. UNFINISHED BUSINESS
X. NEW BUSINESS
  1. MPO Studies; Beatline Parkway & 5 Points Intersection
  2. Interlocal Governmental Cooperation Agreement with Harrison County; Tax Assessments & Collections for the Years 2020-2025
  3. Credit Card Agent Authority Form
  4. Discussion – School Board Appointment
XI. DEPARTMENTAL BUSINESS
  1. MAYOR'S OFFICE
  2. PERSONNEL
    a. Fire Department – Step Increase (4)
    b. Police Department – Separation (1)
  3. CITY CLERK
    a. Revenue/Expense Report November 2019
    b. Permission to Advertise City Depository
    c. Permission to Advertise Newspaper Publications
  4. FIRE DEPARTMENT
  5. POLICE DEPARTMENT
  6. ENGINEERING
    a. Contract – Overstreet & Assoc; SE Bulkhead Shore Protection
    b. Change Order – Innovative Builders; Pier Repairs Hurricane Nate
    c. Asphalt Repairs/Overlays Group 2
  7. PUBLIC WORKS
  8. RECREATION
  9. DERELICT PROPERTIES
    a. Assess Clean Up Costs – 110 Destiny Oaks Dr; Assessed to Laura Singley
XII. REPORT FROM CITY ATTORNEY
XIII. ADJOURN (OR) RECESS

Minutes of December 17, 2019
Mayor and Board of Aldermen

Be it remembered that two public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 17th day of December, 2019, 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 hearings.

There were present and in attendance on said board and at the public hearings the following named persons: Mayor Pro Tempore Mark E. Lishen, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Timothy McCaffrey, Jr., Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the public hearings were Mayor George L. Bass and Alderman Kelly Griffin.

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

****

The first public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 125 Mount Bass Street and assessed to Joey N & Kiasha Brou, Map Parcel #0611N-03-056.000, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor Pro Tempore recognized the Deputy City Clerk for her report, whereupon Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to make said report a part of the record of this public hearing, as follows:

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on November 19, 2019, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Joey & Kiasha Brou, 125 Mount Bass Street, Long Beach, MS, as the same appears of record on the Harrison County 2019 Official Real Property Tax Rolls. The notice was returned to sender November 26, 2019.

Minutes of December 17, 2019
Mayor and Board of Aldermen

City of Long Beach

BOARD OF ALDERMEN
Donald Frazer - At-Large
Ronald Robertson - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Timothy McCaffrey, Jr. - Ward 4
Mark E. Lishen - Ward 5
Patricia Bennett - Ward 6

GEORGE L. BASS
MAYOR

CITY CLERK
TAX COLLECTOR
Stacey Dahl

CITY ATTORNEY
James C. Simpson, Jr.

November 20, 2019

MAILED
Date: 11/20/19

Joey N & Kiasha M Brou
125 Mount Bass Street
Long Beach, MS 39560

91 7199 9991 7037 6360 4705

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting November 19, 2019, hold a public hearing at **5:00 p.m., Tuesday, December 17, 2019,** at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Joey N & Kiasha M Brou, and situated in the City of Long Beach, Mississippi, at 125 Mount Bass Street, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 125 Mount Bass Street
Parcel Number: 0611N-03-056.000
Legal Description: LOT 17 LENORA HEIGHTS SUBD

If at such hearing, the governing authority shall, in its resolution, adjudicate such parcel of land in its then condition to be a menace to the public health and safety of the community, the governing authority shall, if the owner does not do so himself, proceed to clean the land, by the use of municipal employees or by contract, by cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings and other debris; filling swimming pools; and draining cesspools and standing water therefrom. Thereafter, the governing authority shall, at its next regular meeting, by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty of One Thousand Five Hundred Dollars ($1,500.00) or fifty (50%) of such actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The cost assessed against the property means the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done. The action herein authorized shall not be undertaken against any one (1) parcel of land more than six (6) times in any one (1) calendar year, and the

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Minutes of December 17, 2019
Mayor and Board of Aldermen

expense of cleaning of said property shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authority that it is necessary to clean the property or land more than once within a calendar year, then the municipality may clean it provided notice to the property owner is given by United States mail to the last known address at least ten (10) days before cleaning the property. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. In the event the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. In the event that the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes as provided by *Section 21-19-11 Mississippi Code, Annotated.*

All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 19th day of November, 2019.

Kini Gonsoulin
Deputy City Clerk

Minutes of December 17, 2019
Mayor and Board of Aldermen

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November 29, 2019, 3:15 am
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GULFPORT MS DISTRIBUTION CENTER

12/12/2019 USPS.com® - USPS Tracking® Results

November 27, 2019, 10:20 am
Departed USPS Regional Facility
JACKSON MS DISTRIBUTION CENTER

November 26, 2019, 3:24 pm
Arrived at USPS Regional Facility
JACKSON MS DISTRIBUTION CENTER

November 22, 2019, 2:54 pm
Moved, Left no Address
LONG BEACH, MS 39560

November 21, 2019, 4:52 am
Departed USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

November 20, 2019, 9:23 pm
Arrived at USPS Regional Facility
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FAQs

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 125 Mount Bass Street, Long Beach, Mississippi, on November 20, 2019, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Clerk submitted photographs of 125 Mount Bass Street, Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on December 17, 2019, depicting subject property in its present condition; said photographs are as follows:

Minutes of December 17, 2019
Mayor and Board of Aldermen

Minutes of December 17, 2019
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;

2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;

3. That on November 20, 2019, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 125 Mount Bass Street (Tax Map Parcel 0611N-03-056.000). Long Beach, Mississippi, assessed to Joey & Kiasha Brou, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 17, 2019, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 17, 2019.

This the 17th day of December 2019.

Kini Gonsoulin
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 17th day of December 2019.

Stacey Dahl
NOTARY PUBLIC

-My Commission Expires-

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 4842 STACEY DAHL Commission Expires Dec. 5, 2023 HARRISON COUNTY

AFFIDAVIT-PHOTOS;POST NOTICE

Mayor Pro Tempore Lishen asked for anyone speaking on behalf on this property, and no one came forward.

Minutes of December 17, 2019
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing and take the following action:

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 125 Mount Bass Street, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY LOCATED AT 125 MOUNT BASS STREET, LONG BEACH, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 125 Mount Bass Street, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of November 19, 2019, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanliness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be December 17, 2019, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That, having served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing, hereby made a part of the record of these proceedings;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, do find and adjudicate that the property is, in its present condition, in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or constitutes an attractive nuisance. It is therefore,

RESOLVED AND ORDERED BY THE MAYOR PRO TEMPORE AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 125 Mount Bass Street, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611N-03-056.000, and according to said tax records is owned by Joey N & Kiasha M Brou, is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.

2. That the aforesaid owner is hereby ordered to clean said parcel of land within **ten (10) days** from the entry of this Resolution and Order, and that such cleaning shall include:

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated October 7, 2019, and attached hereto.

3. That in the event that said owner shall fail to complete cleaning of the subject property within ten (10) days from entry of this Resolution and Order, then the governing authority shall proceed to clean the subject property as required by paragraph 2, above, by the use of municipal employees or by contract, with the cost of same, together with a penalty of $1,500.00 or 50% of such actual cost, whichever is greater, to be, at the next regular meeting after completion of such clean-up, assessed against the said parcel of land.

Alderman Parker seconded the motion to adopt the foregoing resolution and

Minutes of December 17, 2019
Mayor and Board of Aldermen

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

Alderman Ronald Robertson	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mark E. Lishen	voted	Not voting, Mayor Pro Tempore
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Not voting, Absent
Alderman Bernie Parker	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor Pro Tempore declared the motion carried and the resolution and order adopted and approved this the 17th day of December 2019.

APPROVED:

Mark E. Lishen, Mayor Pro Tempore

ATTEST:

Stacey Dahl, City Clerk

* *

The second public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 218 Alverado Drive and assessed to Donald & Alice Shaffer, Map Parcel #0611E-02-062.000, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor Pro Tempore recognized the Deputy City Clerk for her report, whereupon Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to make said report a part of the record of this public hearing, as follows:

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on November 19, 2019, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Donald & Alice Shaffer, 218 Alverado Drive, Long Beach, MS, as the same appears of record on the Harrison County 2019 Official Real Property Tax Rolls. The notice was returned to Sender on November 25, 2019.

Minutes of December 17, 2019
Mayor and Board of Aldermen

City of Long Beach

BOARD OF ALDERMEN
Donald Frazer - At-Large
Ronald Robertson - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Timothy McCaffrey, Jr. - Ward 4
Mark E. Lishen - Ward 5
Patricia Bennett - Ward 6

GEORGE L. BASS
MAYOR

CITY CLERK
TAX COLLECTOR
Stacey Dahl

CITY ATTORNEY
James C. Simpson, Jr.

November 20, 2019

MAILED
Date: 11/20/19

Donald L & Alice R Shaffer
218 Alverado Drive
Long Beach, MS 39560

91 7199 9991 7037 6360 4729

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting November 19, 2019, hold a public hearing at **5:00 p.m., Tuesday, December 17, 2019**, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Donald L & Alice R Shaffer, and situated in the City of Long Beach, Mississippi, at 218 Alverado Drive, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 218 Alverado Drive
Parcel Number: 0611E-02-062.000
Legal Description: LOT 96 DAUGHERTY PARK PART 2

If at such hearing, the governing authority shall, in its resolution, adjudicate such parcel of land in its then condition to be a menace to the public health and safety of the community, the governing authority shall, if the owner does not do so himself, proceed to clean the land, by the use of municipal employees or by contract, by cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings and other debris; filling swimming pools; and draining cesspools and standing water therefrom. Thereafter, the governing authority shall, at its next regular meeting, by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty of One Thousand Five Hundred Dollars ($1,500.00) or fifty (50%) of such actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The cost assessed against the property means the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done. The action herein authorized shall not be undertaken against any one (1) parcel of land more than six (6) times in any one (1) calendar year, and the

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Minutes of December 17, 2019
Mayor and Board of Aldermen

expense of cleaning of said property shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authority that it is necessary to clean the property or land more than once within a calendar year, then the municipality may clean it provided notice to the property owner is given by United States mail to the last known address at least ten (10) days before cleaning the property. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. In the event the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. In the event that the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes as provided by *Section 21-19-11 Mississippi Code, Annotated.*

All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 19th day of November, 2019.

Kini Gonsoulin
Deputy City Clerk

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November 25, 2019 at 3:01 pm
Delivered
LONG BEACH, MS 39560

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November 25, 2019, 3:01 pm
Delivered
LONG BEACH, MS 39560
Your item was delivered at 3:01 pm on November 25, 2019 in LONG BEACH, MS 39560.

November 23, 2019, 8:18 am
Out for Delivery
LONG BEACH, MS 39560

November 23, 2019, 8:07 am
Arrived at Unit
LONG BEACH, MS 39560

November 23, 2019, 3:27 am
Departed USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

November 23, 2019, 1:52 am
Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

November 22, 2019
In Transit to Next Facility

November 21, 2019, 2:30 pm
Arrived at USPS Regional Facility
JACKSON MS DISTRIBUTION CENTER

November 20, 2019, 10:44 pm
Departed USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

November 20, 2019, 9:23 pm
Arrived at USPS Regional Facility
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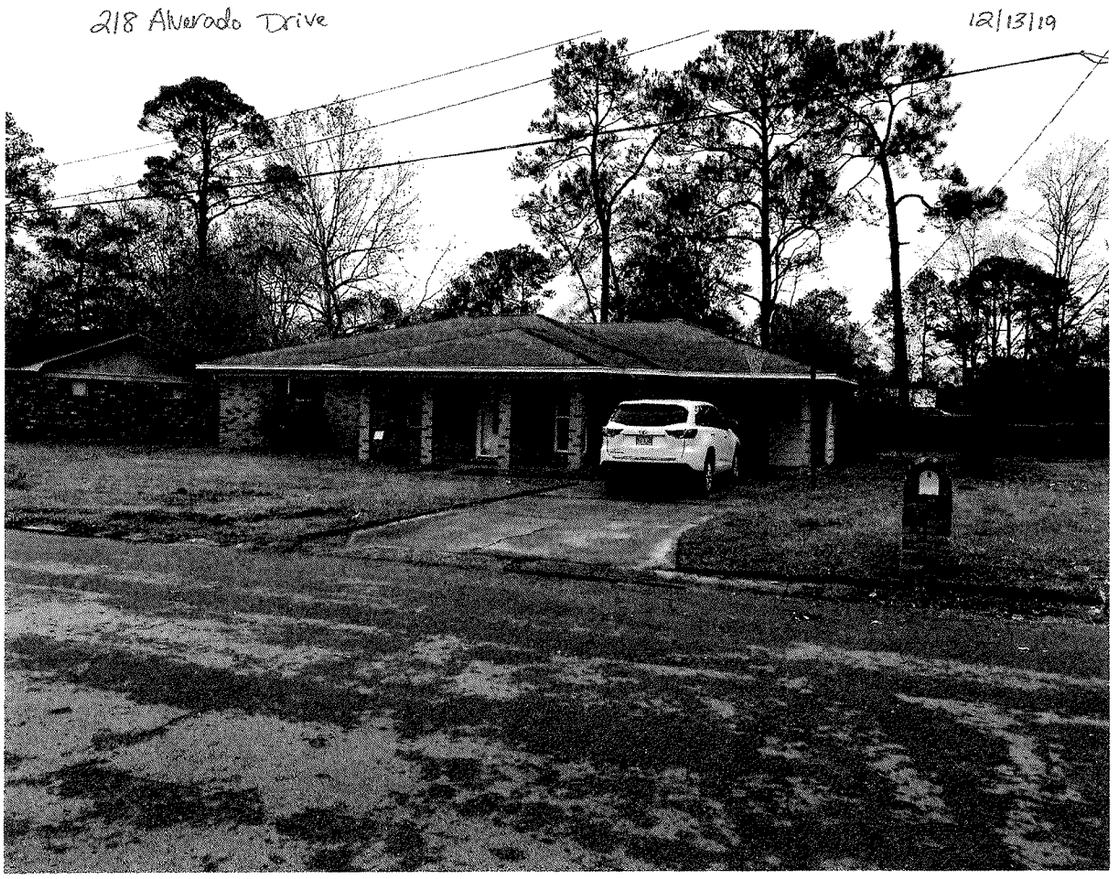
FAQs

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 218 Alverado Drive, Long Beach, Mississippi, on November 19, 2019, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Clerk submitted photographs of 218 Alverado Drive, Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on December 13,

2019, depicting subject property in its present condition; said photograph is as follows:



Minutes of December 17, 2019
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;

2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;

3. That on November 20, 2019, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 218 Alverado Drive (Tax Map Parcel 0611E-02-062.000). Long Beach, Mississippi, assessed to Donald & Alice Shaffer, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 13, 2019, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 17, 2019.

This the 17th day of December 2019.

Kini Gonsoulin
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 17th day of December 2019.

Stacey Dahl
NOTARY PUBLIC

-My Commission Expires-

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 4842 STACEY DAHL Commission Expires Dec. 5, 2023 HARRISON COUNTY

AFFIDAVIT-PHOTOS;POST NOTICE

Mayor Pro Tempore Lishen asked for anyone speaking on behalf on this property, and no one came forward. Alderman Frazer made motion seconded by

Minutes of December 17, 2019
Mayor and Board of Aldermen

Alderman Robertson and unanimously carried to close the public hearing and take official action as follows:

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to declare this property in compliance.

****

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 first Tuesday in December, 2019, 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 Pro Tempore Mark E. Lishen, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennet, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting were Mayor George L. Bass and Alderman Kelly Griffin.

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

****

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the regular minutes of the Mayor and Board of Aldermen dated December 3, 2019, as submitted.

****

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the regular minutes of the Planning & Development Commission dated December 12, 2019, as submitted.

* *

Minutes of December 17, 2019
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, Phases 2 and Phase 3. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following Resolution:

RESOLUTION PROVIDING FOR FINAL APPROVAL FOR RECORDING OF THE PLAT OF THE CASTINE POINTE SUBDIVISION, PHASE 2 AND PHASE 3, AS SUBDIVISIONS 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 do 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 Sections 15 and 22, 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 THE CASTINE POINTE SUBDIVISION, PHASES 2 AND PHASE 3, the final Plats of which subdivision, and the curbs, drainage and utility easements, (and appurtenances thereto), as laid out, surveyed and platted by Ralph P. Fontcuberta ,P.L.S., , for said Owner, according to his certificate executed and delivered thereto dated the 17th day of December, 2019, was dedicated by said CASTINE POINTE,LLC , by the Certificate and Dedication therein executed and delivered and acknowledged under the date of December 17 ,2019 ; and said Owners have requested of the Governing Body of the Municipality final approval of said Plat of CASTINE POINTE SUBDIVISION, PHASES 2 AND PHASE 3, as Subdivisions of said Municipality.

2. The aforesaid Plats of CASTINE POINTE SUBDIVISION, PHASE 2 AND PHASE 3 were examined and preliminarily approved by the Planning Commission of the Municipality as is reflected by the minutes of the December 12, 2019 meeting of that body.

3. Overstreet and Associates, 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 December 12, 2019 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, save and except for the items as described therein.

4. The City Attorney has reported to the Governing Body of the Municipality that the form of the aforesaid Plat of CASTINE POINTE SUBDIVISION, PHASES 2 AND PHASE 3 are 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 Plats of CASTINE

POINTE SUBDIVISION, PHASES 2 AND PHASE 3, and the Owner's certifications and dedications 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 subdivisions 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 on each as provided in the attached Warranty of Completion of Construction and Conveyance of Improvements; 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 Plats of CASTINE POINTE SUBDIVISION, PHASES 2 AND PHASE 3, each being a subdivision of that certain parcel of land situated in Section 15 and 22 Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein.

as laid out, surveyed and platted by Ralph P. Fontcuberta ,P.L.S., for said Owner, according to his certificate executed and delivered thereto dated the 17th day of December, 2019, and containing Lots numbered consecutively 60-76, and 133-159, inclusive in Phase 2; and 114-132, 160-171,and 174 -193, inclusive in Phase 3, 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 December 17, 2016, dedicating the same, be, and the same hereby is, accepted as a subdivision of the City of Long Beach, Mississippi, and said final Plats of CASTINE POINTE SUBDIVISION, PHASES 2 AND PHASE 3, 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, PHASES 2 AND PHASE 3, 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 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 as provided in the attached Warranty of Completion of Construction and Conveyance of Improvements 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 THE CASTINE POINTE SUBDIVISIONS, PHASES 2 and 3, 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 SUBDIVISIONS, PHASES 2 and 3, 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.

Minutes of December 17, 2019
Mayor and Board of Aldermen

SECTION 4. Certificate of Approval of Plat.

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 SUBDIVISIONS, PHASES 2 and 3, 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.

The above and foregoing Resolution was introduced in writing by Alderman Parker who moved its adoption. Alderman Robertson seconded the motion, and after discussion, the question being put to a roll call vote, the result was as follows:

Alderman Ronald Robertson	voted Aye
Alderman Timothy McCaffrey Jr.	voted Aye
Alderman Kelly Griffin	voted Not voting, Absent
Alderman Bernie Parker	voted Aye
Alderman Mark E. Lishen	voted Not voting, Mayor Pro Tempore
Alderman Patricia Bennett	voted Aye
Alderman Donald Frazer	voted Aye

The question having received the Affirmative vote of all of the Alderman present and voting, the Mayor Pro Tempore declared the motion carried and the resolution and order adopted and approved this 17th day of December, 2019.

APPROVED:

_____
Mark E. Lishen, Mayor Pro Tempore

ATTEST:

_____
Stacey Dahl, City Clerk

* *

Minutes of December 17, 2019
Mayor and Board of Aldermen

:

INDEXING INSTRUCTIONS:

Return To:
James C. Simpson, Jr.
Wise Carter Child & Caraway, P.A.
2510 14th Street, Suite 1125
Gulfport, MS 39501
(228) 867-7141

STATE OF MISSISSIPPI,
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

PERMANENT EASEMENT

IN CONSIDERATION OF THE SUM OF Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned CASTINE POINTE,LLC does hereby grant, bargain, sell and convey a permanent easement unto the CITY OF LONG BEACH, a body politic created under the laws of the State of Mississippi, its agents, employees, or assigns, being a right to enter in and upon the hereinafter described property, which shall be reasonably necessary in order to access, operate, construct, repair, install, and maintain water and sewer utilities in the easement area herein granted and to do all things that the said CITY OF LONG BEACH may deem necessary or proper in connection with the access, operation, construction, installation, operation and maintenance of said utilities; and Grantor does hereby grant, bargain, sell and convey unto the CITY OF LONG BEACH, its successors, or assigns, the utility easement along, over, under and through the real estate for the purpose of access, operating, constructing, installing, and maintaining water and sewer utilities, including but not limited to wastewater transport facilities on the property as more particularly described as follows:

The legal description of the permanent utility easement is as described on the attached as Exhibit A

THE EASEMENT HEREIN GRANTED shall in no way deprive the Grantors, its successors, vendees, heirs or assigns of the use of the easement property not inconsistent with or in jeopardy of the purpose or purposes hereof, provided no building, or other permanent structure, will be placed or constructed within the easement area.

IT IS FURTHER UNDERSTOOD AND AGREED that the consideration herein named and the performance of the agreements set forth herein are in full payment and settlement of any and all claims or demands for damages accrued, accruing or to accrue to the Grantors herein, his, their or its heirs, assigns or legal representatives, for or on account of the construction, installation and maintenance herein permitted.

It is further understood that upon final approval of the subdivision plat by the City of the area included within the said easement area, such easement shall be vacated and of no further force or effect.

EXECUTED this the 20th day of December, 2019.

CASTINE POINTE, LLC

BY: _____
Jared J. Reicke, Manager

M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jared J. Reicke, who is the Manager of Castine Pointe, LLC, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing document for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Given under my hand and seal this the 26th day of December, 2019.

Lisa M. Verhovshek
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021
(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64621 LISA M. VERHOVSHEK Commission Expires Nov. 26, 2021 HARRISON COUNTY

Exhibit A to

BFM
A PROFESSIONAL LAND SURVEYING COMPANY

CASSANDRA POCHE
President
CHAD M. POCHE, P.E.
Executive Vice President
RALPH P. FONTCUBERTA, JR., PLS
Executive Vice President

LEGAL DESCRIPTION

December 17, 2019

Project Number 10102
Project Name Castine Pointe Subdivision – Utility Easement Phase V

DRAINAGE EASEMENT – PHASE V

COMMENCING FROM A POINT, BEING THE EAST 3/4 OF THE NORTH 1/2 OF THE NE 1/4, THE SOUTH 1/2 OF THE NW 1/4, THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 2, T-8-2, R-12-W, COUNTY OF HARRISON, MISSISSIPPI, THENCE N89°38'36"W A DISTANCE OF 1,326.26 FEET TO A POINT; THENCE S0°31'59"E A DISTANCE OF 328.60 FEET TO A POINT; THENCE S0°29'36"E A DISTANCE OF 46.49 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE S0°29'36"E A DISTANCE OF 284.91 FEET TO A POINT;
THENCE S89°30'24"W A DISTANCE OF 149.33 FEET TO A POINT;
THENCE N71°34'50"W A DISTANCE OF 48.02 FEET TO A POINT;
THENCE N61°51'50"W A DISTANCE OF 71.34 FEET TO A POINT;
THENCE N54°06'05"W A DISTANCE OF 75.00 FEET TO A POINT;
THENCE N47°19'45"W A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N20°58'16"W A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N0°23'16"W A DISTANCE OF 55.53 FEET TO A POINT;
THENCE N0°10'37"E A DISTANCE OF 74.00 FEET TO A POINT;
THENCE S89°48'17"W A DISTANCE OF 139.96 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.
THENCE S00°12'51"W A DISTANCE OF 138.22 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 11.78 FEET, A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 3°22'29", A CHORD BEARING OF S1°27'14"E, AND A CHORD LENGTH OF 11.78 FEET TO A POINT;
THENCE S8913'10"W A DISTANCE OF 60.04 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 12.84 FEET, A RADIUS OF 260.00 FEET, A DELTA ANGLE OF 2°49'47", A CHORD BEARING OF N1°10'53"W, AND A CHORD LENGTH OF 12.84 FEET TO A POINT;
THENCE N00°12'51"E A DISTANCE OF 138.22 FEET TO A POINT;
THENCE N00°13'05"E A DISTANCE OF 120.96 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 62.10 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 88°56'54", A CHORD BEARING OF N44°15'36"E, AND A CHORD LENGTH OF 56.05 FEET TO A POINT;
THENCE N89°47'10"W A DISTANCE OF 190.74 FEET TO A POINT;

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www.bfmcorporation.com

A PROFESSIONAL LAND SURVEYING COMPANY

CASSANDRA POCHE
President

CHAD M. POCHE, P.E.
Executive Vice President

RALPH P. FONTCUBERTA, JR., PLS
Executive Vice President

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°12'51"W, AND A CHORD LENGTH OF 56.57 FEET TO A POINT;
THENCE S00°12'51"W A DISTANCE OF 117.77 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 229.25 FEET, A RADIUS OF 381.51 FEET, A DELTA ANGLE OF 34°25'42", A CHORD BEARING OF S17°25'45"W, AND A CHORD LENGTH OF 225.81 FEET TO A POINT;
THENCE S36°04'01"W A DISTANCE OF 86.19 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 62.95 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°10'09", A CHORD BEARING OF S9°01'28"E, AND A CHORD LENGTH OF 56.65 FEET TO A POINT;
THENCE S54°06'32"E A DISTANCE OF 119.20 FEET TO A POINT;
THENCE S36°38'12"W A DISTANCE OF 60.01 FEET TO A POINT;
THENCE N54°06'33"W A DISTANCE OF 113.39 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 61.43 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 87°59'24", A CHORD BEARING OF S81°53'45"W, AND A CHORD LENGTH OF 55.57 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 152.04 FEET, A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 19°47'54", A CHORD BEARING OF S17°31'04"W, AND A CHORD LENGTH OF 151.29 FEET TO A POINT;
THENCE S08°45'04"W A DISTANCE OF 12.30 FEET TO A POINT;
THENCE N81°12'33"W A DISTANCE OF 59.65 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 257.09 FEET, A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 29°27'39", A CHORD BEARING OF N21°04'47"E, AND A CHORD LENGTH OF 254.27 FEET TO A POINT;
THENCE N35°42'03"E A DISTANCE OF 74.77 FEET TO A POINT;
THENCE N36°04'01"E A DISTANCE OF 85.26 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 192.63 FEET, A RADIUS OF 321.50 FEET, A DELTA ANGLE OF 34°19'48", A CHORD BEARING OF N17°22'45"E, AND A CHORD LENGTH OF 189.77 FEET TO A POINT;
THENCE N00°12'51"E A DISTANCE OF 217.77 FEET TO A POINT;
THENCE S89°47'10"E A DISTANCE OF 349.59 FEET TO A POINT;
THENCE N00°12'50"E A DISTANCE OF 141.13 FEET TO A POINT;
THENCE S89°38'36"E A DISTANCE OF 35.00 FEET TO A POINT;
THENCE S00°12'50"W A DISTANCE OF 141.04 FEET TO A POINT;
THENCE S89°47'10"E A DISTANCE OF 5.42 FEET TO A POINT;
THENCE S00°13'05"W A DISTANCE OF 220.99 FEET TO THE POINT OF BEGINNING.

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Executive Vice President

R. P. FONTCUBERTA, JR.
LICENSED PROFESSIONAL
SURVEYOR
PS-1633
STATE OF MISSISSIPPI

Ralph P. Fontcuberta, Jr.
Registered Professional Land Surveyor
Mississippi License No. PS-1633

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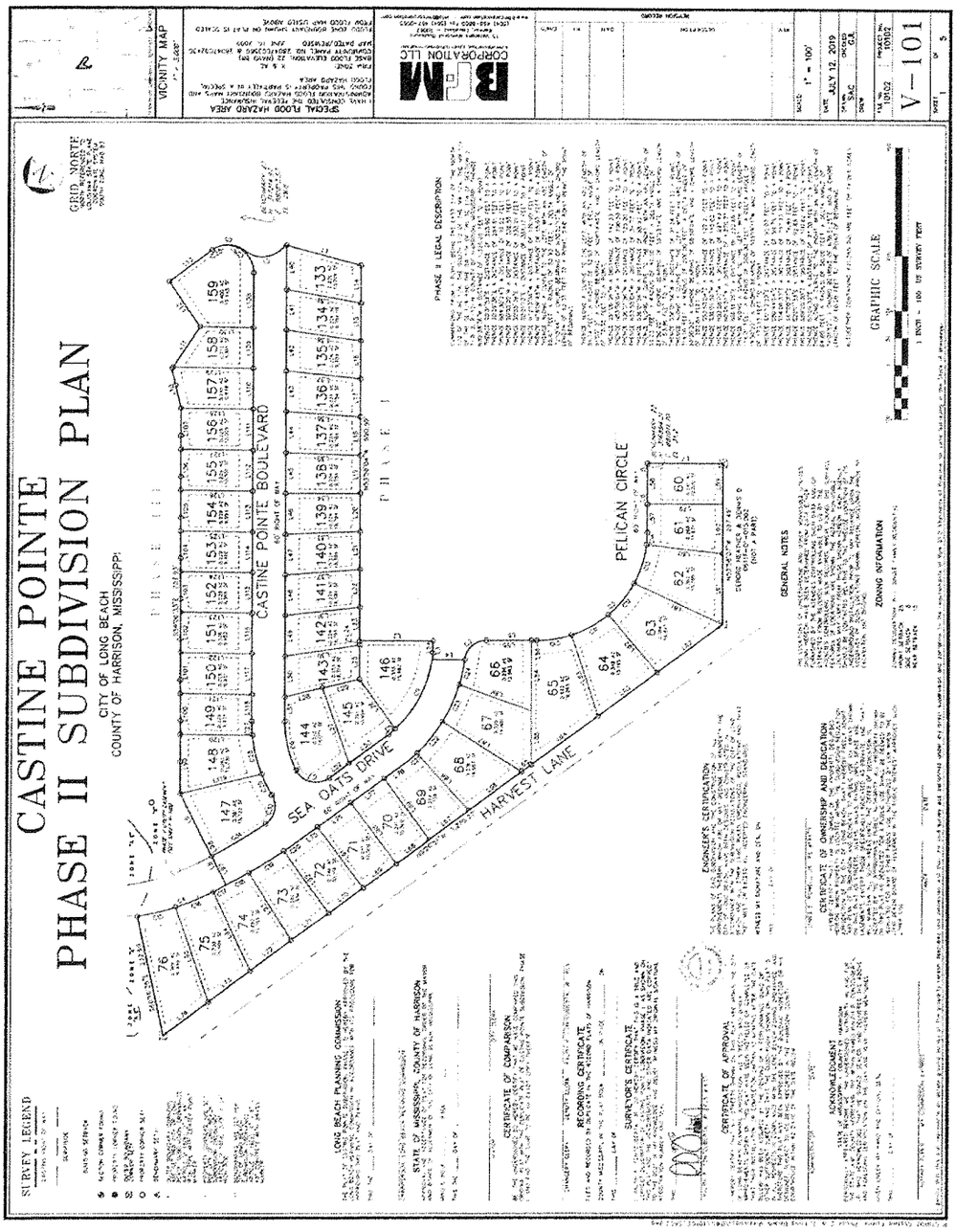
Minutes of December 17, 2019
Mayor and Board of Aldermen



M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
Mayor and Board of Aldermen

M.B. 92
Reg/Pub Hear 12.17.19

CASTINE POINTE
PHASE II SUBDIVISION PLAN

CITY OF LONG BEACH
COUNTY OF HARRISON, MISSISSIPPI

LINE TABLE

LINE	BEARING	DISTANCE
L1	S31°26'00"W	142.33'
L2	S34°21'56"W	135.00'
L3	N03°35'04"W	34.77'
L4	S35°01'56"W	58.93'
L5	S39°01'56"W	91.24'
L6	S23°58'04"E	127.21'
L7	S36°01'56"W	140.02'
L8	S21°12'33"E	50.07'
L9	S60°44'24"E	98.74'
L10	S21°08'33"E	24.49'
L11	S20°11'23"E	92.93'
L12	S88°25'23"E	100.63'
L13	S70°06'32"E	97.38'
L14	N53°58'04"W	58.32'
L15	N53°58'04"W	70.00'
L16	N53°58'04"W	70.00'
L17	N53°58'04"W	70.00'
L18	N53°58'04"W	70.00'
L19	N53°58'24"W	70.00'

LINE TABLE

LINE	BEARING	DISTANCE
L20	N53°58'24"W	70.00'
L21	N53°58'24"W	70.00'
L22	N53°58'24"W	70.00'
L23	N53°58'24"W	62.05'
L24	N53°58'24"W	3.95'
L25	N53°58'04"W	63.06'
L26	N89°38'15"W	111.82'
L27	N73°20'43"W	146.63'
L28	N22°38'54"E	93.24'
L29	N22°38'54"E	68.84'
L30	N22°31'23"E	126.45'
L31	N29°36'42"E	126.80'
L32	N21°42'54"E	125.34'
L33	N33°43'49"E	126.05'
L34	N25°37'04"E	124.20'
L35	N38°04'32"E	125.04'
L36	N40°11'16"E	135.31'
L37	N42°33'10"E	135.32'
L38	N44°22'47"E	139.41'

LINE TABLE

LINE	BEARING	DISTANCE
L39	N44°39'43"E	137.22'
L40	S53°58'27"E	69.08'
L41	S53°58'27"E	75.00'
L42	S53°58'27"E	75.00'
L43	S53°58'27"E	75.00'
L44	S53°58'27"E	75.00'
L45	S53°58'27"E	75.00'
L46	S53°58'27"E	75.00'
L47	S53°58'27"E	75.00'
L48	S53°58'27"E	75.00'
L49	S53°58'27"E	75.00'
L50	S53°58'27"E	75.00'
L51	S53°58'27"E	44.90'
L52	N00°26'51"W	44.48'
L53	N00°26'51"W	88.85'
L54	N53°58'04"W	22.71'
L55	S36°01'56"W	61.90'
L56	S36°01'56"W	9.74'
L57	S53°58'04"E	52.21'

LINE TABLE

LINE	BEARING	DISTANCE
L58	S53°58'04"E	75.00'
L59	S53°58'27"W	75.00'
L60	N53°58'27"W	91.50'
L61	N53°58'27"W	130.69'
L62	N00°26'51"W	149.99'
L63	N00°26'51"W	135.05'
L64	N00°26'51"W	130.00'
L65	N00°26'51"W	21.26'
L66	N00°26'51"W	178.79'
L67	N00°26'51"W	91.75'
L68	N00°26'51"W	75.00'
L69	N00°26'51"W	75.00'
L70	N00°26'51"W	75.00'
L71	N00°26'51"W	63.05'
L72	N00°26'51"W	32.79'
L73	N00°26'51"W	96.60'
L74	N00°26'51"W	103.01'
L75	N00°26'51"W	57.08'
L76	N00°26'51"W	75.00'

LINE TABLE

LINE	BEARING	DISTANCE
L77	N00°26'51"W	75.00'
L78	N00°26'51"W	54.78'
L79	S36°01'56"W	142.02'
L80	N47°43'03"E	147.28'
L81	N60°56'07"E	180.43'
L82	N53°31'53"E	130.53'
L83	S72°02'18"E	57.35'
L84	N53°58'27"W	130.00'
L85	N53°58'27"W	90.00'
L86	N36°04'40"E	139.63'
L87	N68°57'19"E	137.05'
L88	N63°01'44"E	142.48'
L89	N59°33'09"E	142.00'
L90	N64°33'09"E	143.00'
L91	N59°33'09"E	143.00'
L92	S88°12'46"E	140.05'
L93	N53°58'07"W	145.77'
L94	N79°33'57"W	150.09'
L95	N21°17'24"W	181.91'

LINE TABLE

LINE	BEARING	DISTANCE
L97	S81°12'33"E	59.65'
L98	S81°12'33"E	30.42'
L99	S54°06'33"E	106.02'
L100	S54°06'33"E	75.01'
L101	S54°06'33"E	74.99'
L102	S54°06'33"E	75.00'
L103	S54°06'33"E	75.00'
L104	S54°06'33"E	75.00'
L105	S54°06'33"E	75.00'
L106	S54°06'33"E	75.00'
L107	S54°06'33"E	74.91'
L108	N53°53'07"W	100.49'
L109	N53°53'07"W	75.10'
L110	N53°53'07"W	75.00'
L111	N53°53'07"W	75.00'
L112	N53°53'07"W	75.00'
L113	N53°53'07"W	75.00'
L114	N53°53'07"W	75.00'
L115	N53°53'07"W	75.00'

LINE TABLE

LINE	BEARING	DISTANCE
L116	N53°58'07"W	75.00'
L117	N53°58'07"W	75.00'
L118	N53°58'07"W	49.83'
L119	N22°14'13"E	134.71'
L120	N36°46'38"E	133.54'
L121	N36°47'50"E	132.44'
L122	N36°47'20"E	132.93'
L123	N36°47'20"E	132.61'
L124	N36°47'20"E	132.99'
L125	N36°47'20"E	133.18'
L126	N36°47'20"E	133.06'
L127	N36°47'20"E	132.55'
L128	N36°47'20"E	133.73'
L129	N36°44'55"E	148.82'
L130	N36°45'38"E	93.08'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	84.12'	54.92'	91°33'43"	S26°59'45"W	75.54'
C2	59.23'	40.00'	84°50'37"	S62°22'45"E	53.97'
C3	314.16'	200.00'	90°00'01"	S81°58'04"E	282.84'
C4	174.01'	200.00'	49°50'24"	S31°19'10"W	168.53'
C5	64.60'	50.00'	74°01'34"	S36°51'15"W	60.20'
C6	92.89'	200.00'	26°36'36"	N67°16'25"W	92.05'
C7	59.72'	40.00'	85°52'06"	S45°29'37"W	54.22'
C8	16.21'	102.88'	9°02'49"	S4°58'15"E	16.20'
C9	158.97'	224.44'	40°34'53"	S27°37'46"E	155.67'
C10	63.11'	320.00'	11°04'45"	S25°59'34"W	62.85'
C11	77.43'	200.00'	22°10'31"	S8°51'48"W	76.94'
C12	75.42'	200.00'	21°36'26"	S15°01'53"E	74.98'
C13	75.45'	200.00'	21°38'32"	S36°38'32"E	75.00'
C14	22.75'	200.00'	6°31'06"	S26°42'31"E	22.74'
C15	[illegible]	300.00'	[illegible]	S22°11'11"W	71.55'
C16	75.05'	500.00'	8°36.71'	S13°47.00"W	74.98'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C17	27.30'	300.00'	5°08'02"	S7°54'09"W	27.24'
C18	47.82'	892.38'	3°03'38"	S7°54'15"W	47.85'
C19	73.02'	992.38'	4°48'38"	S7°57'57"W	74.97'
C20	37.92'	892.38'	2°26'03"	S9°20'25"W	37.92'
C21	20.85'	300.79'	3°54'23"	S4°43'42"E	20.84'
C22	75.15'	324.34'	13°17'02"	S14°23'39"E	74.95'
C23	75.02'	278.15'	15°27'20"	S29°31'03"E	74.83'
C24	48.84'	288.53'	9°18'08"	S41°32'09"E	48.79'
C25	5.65'	50.00'	6°28'23"	S3°04'42"W	5.65'
C26	102.20'	52.00'	112°06'24"	S87°28'20"W	85.32'
C27	25.79'	262.00'	5°41'00"	N59°48'37"W	25.78'
C28	13.21'	262.00'	3°18'00"	N62°47'07"W	13.21'
C29	42.19'	262.00'	9°37'47"	N69°20'06"W	42.14'
C30	60.59'	42.00'	86°43'55"	N47°43'26"W	54.96'
C31	175.88'	342.00'	70°03'03"	N31°13'33"E	165.00'

VICINITY MAP

SPECIAL FLOOD HAZARD AREA

BCM CORPORATION LLC

SCALE:

DATE: JULY 12, 2019

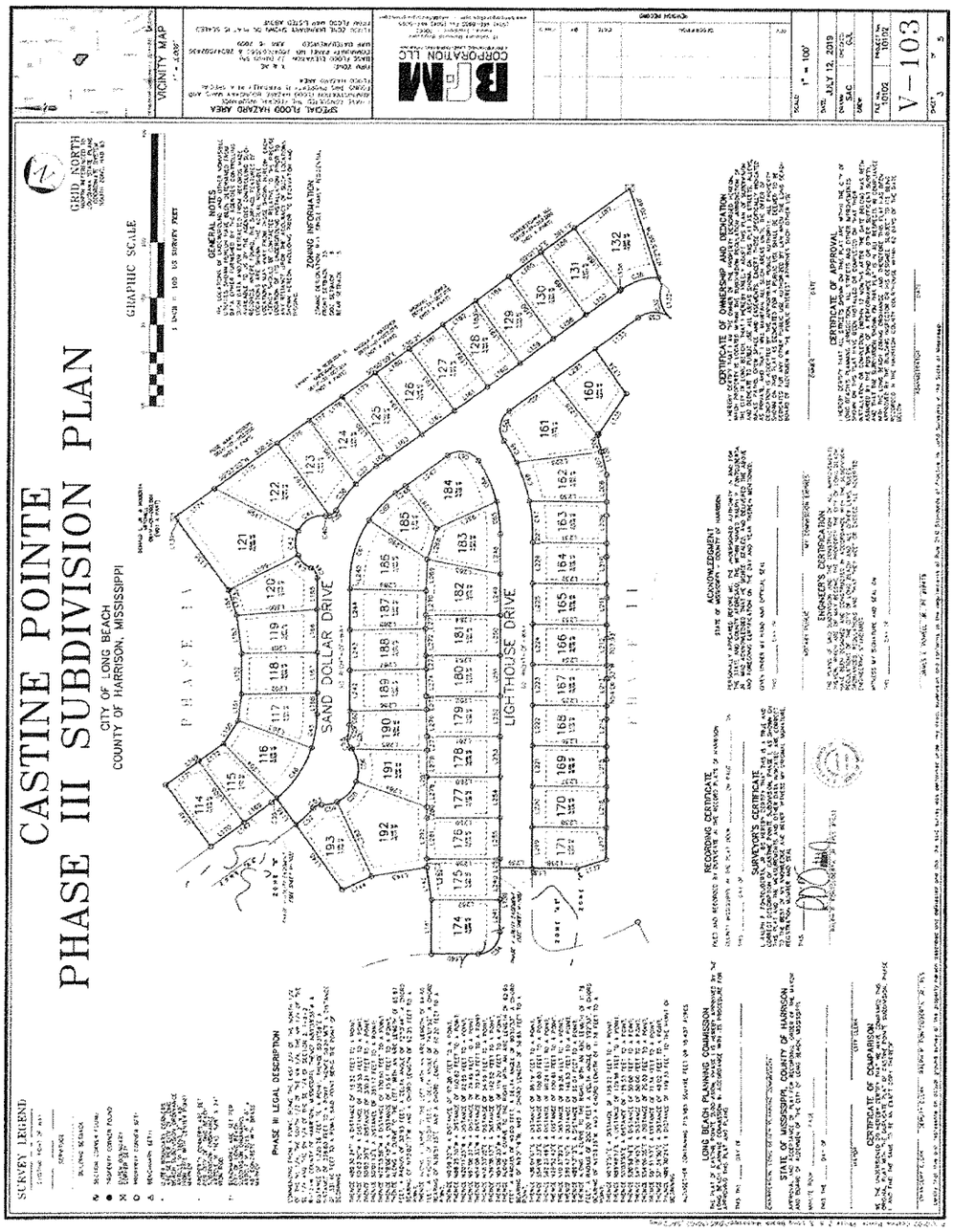
DRAWN: SAC CHECKED: DJL

FIELD BK: 101102 PROJECT NO: 101102

V-102

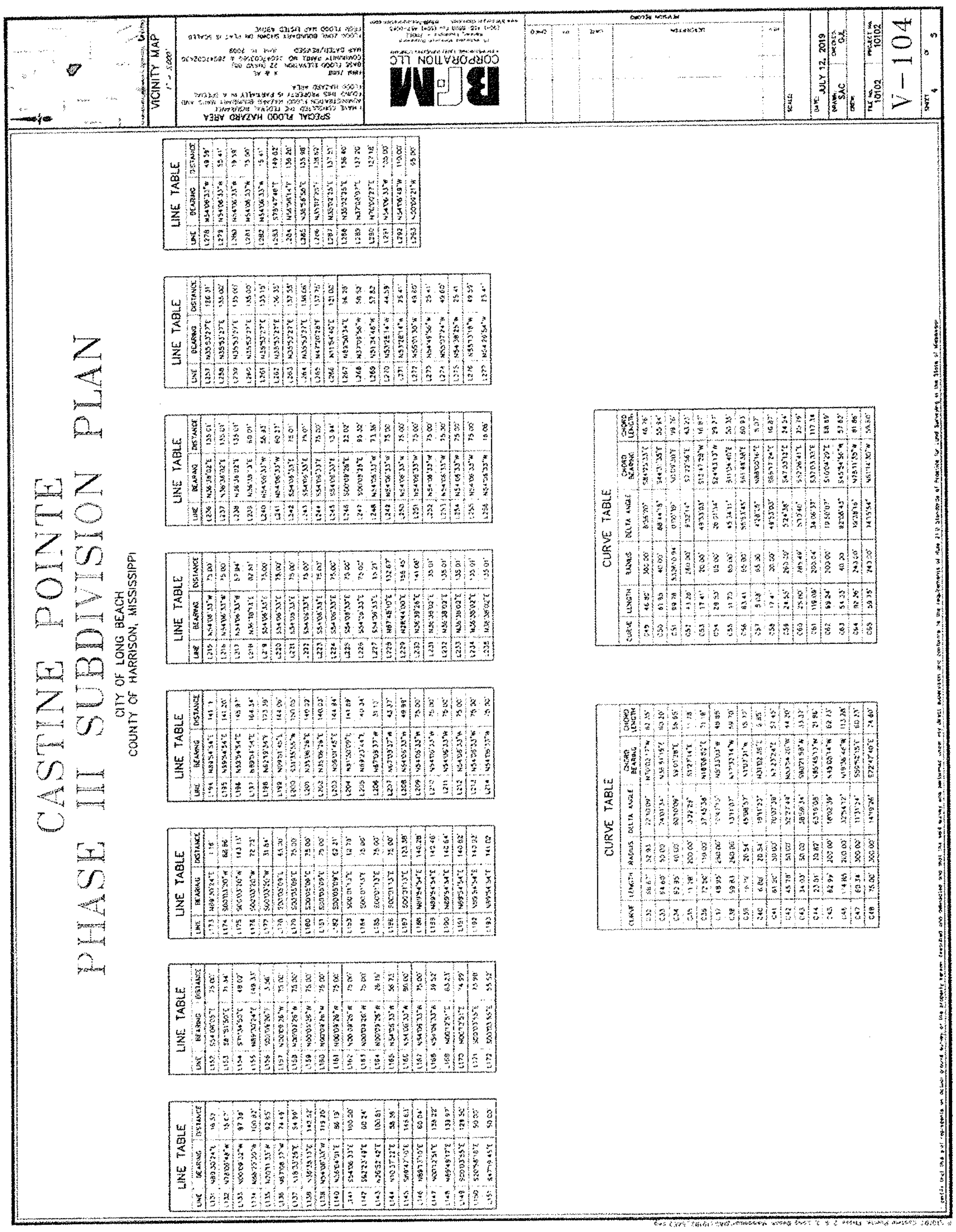
SHEET 2 OF 5

Minutes of December 17, 2019
Mayor and Board of Aldermen

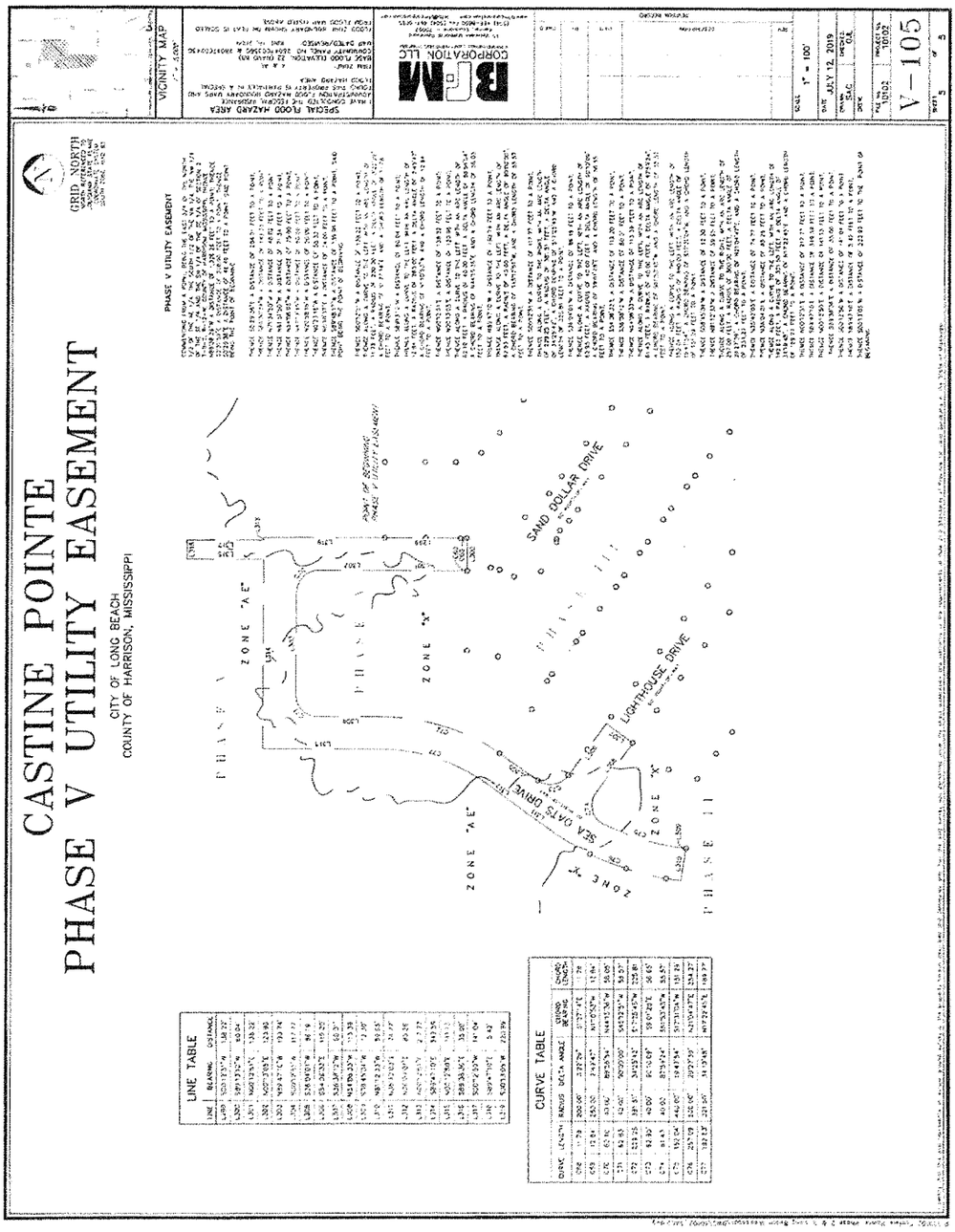


M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
Mayor and Board of Aldermen



Minutes of December 17, 2019
Mayor and Board of Aldermen



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M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
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 THE CASTINE POINTE, PHASE 2 SUBDIVISION

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 17th day of December, 2019, providing for final approval for recording of the Plat of CASTINE POINTE SUBDIVISION, PHASE 2 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 2, 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 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.

Minutes of December 17, 2019
Mayor and Board of Aldermen

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 FORTY FOUR THOUSAND NINE HUNDRED THIRTY TWO DOLLARS ($44,932.00) 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 2 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 FORTY FOUR THOUSAND NINE HUNDRED THIRTY TWO DOLLARS ($44,932.00) 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 covenants and agrees to pay the Municipality's reasonable costs and attorney's fees incurred thereby.

THIS the 30th day of December, 2019.

CASTINE POINTE, LLC

By: _____
JARED J. REICKE, Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 30th day of December, 2019, within my jurisdiction, the within named JARED J. REICKE, who acknowledged he/she/ they are the Manager of CASTINE POINTE, LLC., owner of that parcel of land known CASTINE POINTE SUBDIVISION, PHASE 2 and that he/she/they executed the above and foregoing instrument.

Lisa M. Verhovshek
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 54621 LISA M. VERHOVSHEK Commission Expires Nov. 26, 2021 HARRISON COUNTY

* *

M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
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 THE CASTINE POINTE, PHASE 3 SUBDIVISION

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 17th day of December, 2019, providing for final approval for recording of the Plat of CASTINE POINTE SUBDIVISION, PHASE 3 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 3, 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 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.

Minutes of December 17, 2019
Mayor and Board of Aldermen

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 EIGHTY NINE THOUSAND FOUR HUNDRED THIRTY TWO DOLLARS ($89,432.00) 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 2 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 EIGHTY NINE THOUSAND FOUR HUNDRED THIRTY TWO DOLLARS ($89,432.00) 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 covenants and agrees to pay the Municipality's reasonable costs and attorney's fees incurred thereby.

THIS the 20th day of December, 2019.

CASTINE POINTE, LLC

By: _____
JARED J. REICKE, Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 2019, within my jurisdiction, the within named JARED J. REICKE, who acknowledged he/she/ they are the Manager of CASTINE POINTE, LLC., owner of that parcel of land known CASTINE POINTE SUBDIVISION, PHASE 3 and that he/she/they executed the above and foregoing instrument.

Lisa M. Verhovshek
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64821 LISA M. VERHOVSHEK Commission Expires Nov. 26 2021 HARRISON COUNTY

* *

M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

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 17TH day of December providing for final approval for recording of the Plats of CASTINE POINTE SUBDIVISIONS, PHASES 2 and 3, as subdivisions 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., 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 SUBDIVISIONS, PHASES 2 and 3, dedicated 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, CASTINE POINTE LLC, for the consideration herein above stated, has heretofore conveyed 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, as set forth in the letters dated December 12, 2019 from David Ball, P.E. to The City of Long Beach, a true and correct copy of which letters are attached hereto as Exhibit "A" and incorporated herein, which said warranty shall continue in full force and effect for a period of two (2) years from and after the date of the hereof, during which warranty 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 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. Said Owner does hereby further covenant and agree to, and does hereby, covenant and agree as follows:

A. Contemporaneously herewith, Owner shall execute an easement in favor of the City to include the entire roadway and utility right of way to be constructed between Castine Pointe Subdivision, Phase 3 and Klondyke Road.

Upon final approval of construction and acceptance of the final plat and dedication of same to the City, such easement shall be vacated.

B. Contemporaneously herewith, Owner shall execute an easement in favor of the City to include the entire roadway and utility right of way for all utilities, pump stations, rights or way or roads providing utility service or access to Phase 2 Castine Pointe Subdivision. Upon final approval of construction and acceptance of the final plat and dedication of same to the City, such easement shall be vacated.

C. Said Owner does hereby further covenant and agree to, and does hereby, covenant and agree within one year of the date hereof, to construct and complete such roadway, along with all necessary and appurtenant curbs, gutters, and utilities from Castine Pointe, Phases 2 and 3 Subdivisions to Klondyke Road as per the preliminary plats heretofore approved by the City, and install all subdivision corner monuments required indicating subdivision boundaries for each such Phase.

6. As security for the warranty or warranties set forth in paragraphs 5. A, B and C above, the Owner has 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 THREE HUNDRED THOUSAND DOLLARS ($300,000.00) 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, PHASES 2 AND 3 Security Fund" pending the expiration or termination of the completion period specified in paragraph 5. C, above. The warrantor and indemnitor

herein, CASTINE POINTE, LLC does further consent and agree that such instrument/security funds shall be held/deposited as herein above set forth for the purposes herein provided.

7. The condition under which the Municipality shall hold the THREE HUNDRED THOUSAND NO/100 DOLLARS ($300,000.00) 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 A, B, and/or C, 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 Owner, and/or its 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 Owner.

8. If said Owner, and/or its successors in title or assigns shall well and truly comply with all of the terms and conditions of the aforesaid resolution, upon the expiration of the aforesaid completion period, without any breach of warranty, shall return the letter of credit or funds representing such security to said Owner. If the Municipality is required to perform any such repair, correction and/or remedy of any of conditions, deficiencies, or work, then the cost of such repair, correction and/or remedy shall be deducted from such security and retained by the City.

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

THIS the 20th day of December, 2019.

CASTINE POINTE, LLC

By: _____
JARED J. RIECKE, MANAGER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 2019, within my jurisdiction, the within named JARED J. RIECKE,, who acknowledged he is the MANAGER of CASTINE POINTE, LLC the owner of that parcel of land known as CASTINE POINTE, LLC SUBDIVISION, Phases 2 and 3 and that he executed the above and foregoing instrument with full authority on behalf of the said CASTINE POINTE, LLC.

_____
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64621 LISA M. VERHOVSHEK Commission Expires Nov. 26, 2021 HARRISON COUNTY

Minutes of December 17, 2019
Mayor and Board of Aldermen

December 12, 2019

Correction of Plat Items 1 and 3 above is a fairly simple correction which may be corrected partially before the final plats are delivered to the City, but which should definitely be corrected prior to final acceptance & signature by the City. However, Plat Item 2 and the issues surrounding the connecting roadway both require field work for completion, with the connecting roadway being particularly extensive.

Due to uncertainty over the satisfactory conclusion of either of the permitting issues mentioned above, there is some confusion about the correct amount for a completion bond for the unresolved field issues. While both permitting issues are critical, the wetlands impacts will affect approximately 150 feet of the nearly 2000 foot required connecting roadway. However, the floodway/floodplain issues will prevent almost any other development in the area, including the construction of a typical at-grade roadway, meaning a nearly 2000 foot long bridge would be required. Even providing a completion bond for this amount would probably be insupportable by the developer. Based on the unofficial communication from FEMA, we do believe that the CLOMR/floodplain issues will be resolved soon, leaving only a "small" wetlands issue. On that basis and in compliance with the City's subdivision ordinance, we have prepared and attached a worksheet for a completion bond in the amount of $1,431,750 for the incomplete items in the field, including construction of almost 2000 feet of connecting roadway with a 150 foot long bridge. When these items are satisfactorily completed, the City can release the bond back to the developer. It is important for the City to note that this proposed completion bond amount is conditioned upon eventual receipt of the FEMA CLOMR. If that document is never approved or issued by FEMA, there would be insufficient funds in the completion bond to construct a connecting roadway.

We have also received a statement from the developer regarding the actual cost of the public improvements constructed as part of this subdivision phase, which we accept. Based upon this value, the correct amount for the two-year warranty bond for this development would be 10% x ~$449,319 = $44,932.

In summary, we recommend acceptance of the final plat and easement for the referenced subdivision with the corrections noted above, pending the developer's provision of an acceptable completion bond and warranty bond in the amounts approved by the City.

Sincerely,

David Ball, P.E.

DB:539
Attachment

LONG BEACH - CASTINE PH. 2 SUBDIVISION
COMPLETION BOND ESTIMATE - 12/12/2019

ITEM	QUANTITY	UNIT COST	EXTENSION
CONSTRUCT CONNECTING ROAD TO KLONDYKE	1 LS	$ 190,000.00	$ 190,000.00
CONSTRUCT BRIDGE OVER WETLANDS FOR CONNECTING ROAI	1 LS	$ 950,000.00	$ 950,000.00
SET SUBDIVISION BOUNDARY MONUMENTATION	18 EA	$ 300.00	$ 5,400.00
TOTAL CONSTRUCTION COST			$ 1,145,400.00
ADMINISTRATIVE COSTS (25%)			$ 286,350.00
REQUIRED COMPLETION BOND VALUE			$ 1,431,750.00

Minutes of December 17, 2019
Mayor and Board of Aldermen

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

December 12, 2019

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

RE: Castine Pointe Ph. 3

Ladies and Gentlemen:

We understand that the developer of the referenced subdivision is seeking final approval of the Record Plat for this subdivision. This subdivision is a portion of what was originally called Castine Pointe Ph. 2 but which was recently "replatted" by the developer through the City's preliminary plat/subdivision process. This new proposed phase of the Castine Pointe development consists of 51 lots, together with an easement for improvements constructed for this phase but not within the boundaries of this phase. As detailed in the letter for the Phase 2 final plat, acceptance of this easement is a necessary part of the final plat because it secures rights for the City to access remote areas with critical infrastructure serving this phase.

In large part, the subdivision appears ready for acceptance, but we do have the following concerns with regard to the plat itself:

1. Plat – There appears to be incorrect information in the line/curve tables on the 2nd page of the plat.
2. Plat – The subdivision ordinance requires monumentation at the outer boundary corners of the subdivision which hasn't yet been performed.
3. Easement – As per the Phase 2 final plat comments, the easement areas should contain all infrastructure items which are necessary to serve the proposed phase, including the detention pond and pump station discharge force main route.

The extensive discussion in our Phase 2 letter regarding the connecting roadway is equally applicable to this phase, but all costs associated with the roadway have been included in the Phase 2 completion bond amount.

In compliance with the City's subdivision ordinance, we have prepared and attached a worksheet for a completion bond in the amount of $10,500 for the incomplete items in the field.

We have also received a statement from the developer regarding the actual cost of the public improvements constructed as part of this subdivision phase, which we accept. Based upon this value, the correct amount for the two-year warranty bond for this development would be 10% x ~$894,364.88 = $89,436.

Minutes of December 17, 2019
Mayor and Board of Aldermen

December 12, 2019

In summary, we recommend acceptance of the final plat and easement for the referenced subdivision with the corrections noted above, pending the developer's provision of an acceptable completion bond and warranty bond in the amounts approved by the City.

Sincerely,

David Ball, P.E.

DB:539
Attachment

LONG BEACH - CASTINE PH. 3 SUBDIVISION
COMPLETION BOND ESTIMATE - 12/12/2019

ITEM	QUANTITY	UNIT COST	EXTENSION
SET SUBDIVISION BOUNDARY MONUMENTATION	28 EA	$ 300.00	$ 8,400.00
TOTAL CONSTRUCTION COST			$ 8,400.00
ADMINISTRATIVE COSTS (25%)			$ 2,100.00
REQUIRED COMPLETION BOND VALUE			$ 10,500.00

* *

M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the payment of invoices in Docket of Claims number 121719.

* *

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following Study Projects and commit local match funds:

Gulf Regional Planning Commission

December 10, 2019

Mayor George Bass
201 Jeff Davis Avenue
Long Beach, MS 39560

RE: MPO Studies

Dear Mayor Bass:
This letter is to inform you that the Mississippi Gulf Coast MPO has approved the allocation of Study Group funds for the City of Long Beach:

		Federal	Local	Total
Beatline Parkway	Phase I Environmental	$150,000	$37,500	$187,500
5 Points Intersection	Intersection Study	$96,000	$24,000	$120,000

Please follow MDOT's LPA Project Development Manual to begin your projects. We look forward to seeing the results of these efforts to advance the development of transportation projects to improve mobility, accessibility and safety on the Gulf Coast.

Sincerely,

Kenneth Yarrow
Gulf Regional Planning Commission

Cc: Kini Gonsoulin, Long Beach

1635 Popps Ferry Road, Suite G • Biloxi, MS 39532 • (228) 864-1167 • www.grpc.com

* *

Minutes of December 17, 2019
Mayor and Board of Aldermen

The Interlocal Governmental Cooperation Agreement with Harrison County; Tax Assessments & Collections for the Years 2020-2025 was tabled until the new Board of Supervisors takes office in January 2020.

* *

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following Business Card Agent Authority and Revocation Form and authorize the Mayor to execute same:

VISA BUSINESS CARD AGENT AUTHORITY AND REVOCATION FORM

AUTHORITY RELATIVE TO EXISTING VISA® BUSINESS CREDIT CARD ACCOUNT

City of Long Beach (the "Company") has established with Hancock Whitney Bank (the "Bank") a VISA Business Card Account (the "Credit Card Account") in the name of and designated as: _____

DBA Name if different _____

When the Credit Card Account was opened pursuant to resolution of the Company, the Company authorized the Bank to issue credit cards in connection with the Credit Card Account in the name of and for the use of those individuals designated (each an "Employee Cardholder") by the following individual(s), each acting alone:

NAME(S)	TITLE(S)/POSITION(S)
1. George Bass	1. Mayor
2. Stacey Dahl	2. City Clerk
3. William Seal	3. Police Chief
4. William Skellie	4. Fire Chief

Resolved, that Company does hereby revoke the authority of Rebecca Schrutt (hereinafter each a "Former Agent") to act on the Company's behalf in connection with the Credit Card Account, effective upon receipt of this Resolution by the Bank from the Company. Upon Bank's receipt of this Resolution, Bank will no longer be entitled to rely on the authority previously granted to the Former Agent. However, any actions taken by the Former Agent prior to the Bank's receipt of this Resolution remain in full force and effect and Company will continue to be obligated for those actions. Specifically, any Employee Cardholder designated by the Former Agent prior to adoption of this Resolution remains authorized to use his/her credit card to obtain credit extensions under the Credit Card Account until the Company or its Agent notifies the Bank in writing, using such form as Bank requests, that Company has revoked an Employee Cardholder's authority to access the Credit Card Account.

Further resolved, that Company hereby designates the following individual(s) (hereinafter each an "Agent"), each acting alone, to designate Employee Cardholders in whose name the Bank will issue credit cards in connection with the Credit Card Account:

AGENT(S)	TITLE(S)/POSITION(S)	SIGNATURE(S)
1. Stacey Dahl	1. City Clerk	1. Stacey Dahl
2. Kini Gonsoulin	2. Deputy City Clerk	2. Kini Gonsoulin
3. Michelle McMath	3. Deputy City Clerk	3. Michelle B McMath

That all amounts of any kind whatsoever, including without limitation, charges for goods and services, cash advances, interest and finance charges, attorneys' fees, collection costs, and all other fees and charges, owed to the Bank from the use of any credit card issued to any Employee Cardholder in connection with the Credit Card Account, shall be paid to the Bank by the Company. The Company hereby certifies that the revocation of the Former Agent's authority (as applicable) and the authority granted herein to the Agent (as applicable) are made in accordance with the terms and conditions of the Company's articles of organization or operating agreement or contract.

The Company hereby confirms the authority of any existing Employee Cardholder and grants authority to any future Employee Cardholder to borrow money as represented by extensions of credit under the Credit Card Account.

Any Agent is hereby authorized:

a) To designate individuals to be issued credit cards, and to request that personal identification numbers (PINs) be issued to any one or more of the Employee Cardholders, such request to be in such form and contain such terms and conditions as the Bank may request or require and as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;

b) To revoke a credit card issued to any Employee Cardholder, as well as the Cardholder's PIN, using such form and containing such information as the Bank may request or require;

c) To sign, execute and endorse such documents as may be necessary or required by the Bank to evidence indebtedness and other obligations, including without limitation, the application, promissory notes, endorsements, and continuing guarantees, to grant Bank security rights in Company's deposit accounts and other property, real or personal, as collateral security for the Credit Card Account, in Agent's sole discretion;

d) To execute and deliver any application forms, contracts, documents, security agreements, or other instruments in writing required or requested by the Bank in connection with the Credit Card Account, such forms, contracts, documents, security agreements, or other instruments to be in such form and to contain such terms and conditions as

Page 1 of 3

VISA BUSINESS CARD AGENT AUTHORITY AND REVOCATION FORM

the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;

e) To take any action required by the Bank in connection with the Credit Card Account;

f) To promptly notify the Bank of any change in the information previously provided to the Bank, including any change in the Company's financial condition.

The Company represents that the Credit Card Account is being used solely for the business of the Company or for a purpose incidental to its business and authorizes the Bank to report information about the Credit Card Account to others.

The Bank shall be entitled to rely on the authority granted herein to the Agent unless and until written instructions to the contrary are received by the Bank from a duly authorized representative of the Company.

(COMPLETE THE APPROPRIATE RESOLUTION FOR THE ENTITY)

CERTIFICATE (CORPORATION OR NON-PROFIT CORPORATION)

The undersigned hereby certifies that he/she is the Secretary of _____ .(the "Company" referred to on the application), a corporation or non-profit corporation duly organized and existing under the laws of the State of _____ , and that the foregoing is a true copy of the Resolutions duly and unanimously adopted by the Board of Directors or Trustees of the Company, or voting members of the Company, as applicable, at a meeting duly held, at which a quorum was present and acting throughout, or by appropriate written consent, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing resolutions or agreement.

In witness whereof, I have hereunto set my hand as Secretary of the Company, and have affixed hereto the official seal of the Company on this:

_____day of_____, 20____ _____

Secretary or Assistant Secretary

(Seal) Attest _____

(President's or second attesting officer's signature required if Secretary or Assistant Secretary signing above is designated as an Agent)

CERTIFICATE (SOLE PROPRIETORSHIP)

I am the sole owner of the unincorporated business conducted under the trade name of _____ (the "Company") and desire to modify certain business relationships with Hancock Whitney Bank (the "Bank), in accordance with the foregoing resolutions or agreement. I further confirm my prior authorization for Bank to obtain such information as Bank may require, including obtaining a consumer credit bureau report on the undersigned, in conjunction with this Company's Business Card Account and acknowledge that this authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

_____ _____

Signature Date

Minutes of December 17, 2019
Mayor and Board of Aldermen

VISA BUSINESS CARD AGENT AUTHORITY AND REVOCATION FORM

CERTIFICATE (PARTNERSHIP/JOINT VENTURE/LIMITED LIABILITY COMPANY)

The undersigned certifies on this ____day of _____, 20_____ that they are (i) the sole partners and owners or members of the business or joint venture conducted under the name of _____, (the "Company"), or (ii)the managing partners, managers or certifying officials required by the Company's articles of organization or partnership agreement to transact the business of the Company or to certify as to the authority of others to act on the Company's behalf, and that the Company is organized under the laws of the State of _____, and that the Company, through the undersigned, desires to modify certain existing business relationships with Hancock Whitney Bank (the "Bank"), in accordance with the forgoing resolutions or agreement. I (we) further confirm my(our) prior authorization for Bank to obtain such information as Bank may require, including obtaining a consumer credit bureau report on the undersigned, in conjunction with this Company's VISA Business Card Account and acknowledges that this authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

Partner/Member/Manage — Partner/Member/Manager

By: _____ By: _____

Its: _____ Its: _____

CERTIFICATE (TRUST, UNINCORPORATED ASSOCIATION, CLUB OR ORGANIZATION)

The undersigned certifies on this ____day of _____, 20_____that he or she is/they are the _____ and _____ of _____ (the "Company") a (n) _____ (type of organization); and that this Company desires to modify certain business relationships with Hancock Whitney Bank (the "Bank"), in accordance with the foregoing resolutions or agreement.

Signature — Title

CERTIFICATE (PARISH/COUNTY, MUNICIPALITY, PUBLIC BOARD, POLITICAL OR PUBLIC CORPORATION, SUBDIVISION, OR TAXING DISTRICT)

The undersigned hereby certifies on this 17 day of December, 20 19 that he/she is the Mayor Pro Tempore an officer or duly authorized official of the City of Long Beach (the "Company") a(n) City created under or by the constitution and laws of the State of MS, and that the foregoing is a true copy of the Resolutions duly and unanimously adopted in accordance with the rules and regulations governing the Company, as authorized pursuant to _____, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing agreement or resolutions.

Signature — Title: Mayor Pro Tempore

ENTITY CERTIFICATION

To the extent that any partners or members of the Company providing this resolution are legal entities such as corporations, partnerships, limited liability companies or any other form of legal entity organized and existing under the laws of any State of the United States, the person executing this resolution on behalf of such entity in its capacity as a partner or member of the Company does hereby certify to Hancock Whitney Bank that such person is duly authorized to execute this resolution on behalf of such entity acting in its capacity as a partner or member of the Company.

Page 3 of 3

* *

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to forgo scheduling interviews for the School Board Appointment 2020 and make an appointment based on resumes.

* *

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

Minutes of December 17, 2019
Mayor and Board of Aldermen

Fire Department:

- Step Increase, Firefighter 2nd Class Tyler Hill, FS-7, effective December 16, 2019
- Step Increase Firefighter 2nd Class Lee Jordan, FS-7, effective December 16, 2019
- Step Increase Firefighter 2nd Class Devin Berden, FS-7, effective December 16, 2019
- Step Increase Firefighter 2nd Class Jacob Welch, FS-7, effective December 16, 2019

Police Department:

- Separation Detective 1st Class Craig DeRoche, effective December 31, 2019

* *

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to accept the November 2019 Revenue/Expense Report, as submitted.

* *

Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to authorize advertisement of the City Depository Bid for 2020.

* *

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to authorize advertisement of Newspaper Publications for 2020.

* *

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Change Order for Overstreet & Associates:

Minutes of December 17, 2019
Mayor and Board of Aldermen

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

December 12, 2019

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

RE: SE Bulkhead Shore Protection – Long Beach Smallcraft Harbor

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced project in the Long Beach Smallcraft Harbor. For clarity and informational purposes, design, topographic survey, and geotechnical investigations for this project began in mid-late 2016 and proceeded alongside a lengthy permitting process, until mid-2018 when the project was informally halted pending the pursuit of possible funding for the entirety of the Harbor Master Plan.

Presently, based on meetings with the Mayor, the Harbormaster, and Phil Kies, it appears that the City desires to "reboot" the project and finalize the design. The attached contract has therefore been prepared to gather all previously performed design elements and finalize them into Contract/Construction Document form and prepare them for bidding, along with a small fee for renewing the environmental permit. It is notable that the proposed design for the area of this project, while slightly different from the ~2013 Harbor Master Plan, will coordinate fairly well with the construction of any elements of the Master Plan with minimal loss or interference.

Therefore, we request your approval of this contract so that work on the project may be completed.

Sincerely,

David Ball, P.E.

DB:1076

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of December 17, 2019 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for the construction of a concrete bulkhead wall for protection of the shoreline at the SE corner of the Long Beach Harbor, along with other improvements necessary to maintain access and use of Harbor facilities in the area, such as pedestrian sidewalks, modifications to the Stringer Pier, asphalt repairs, and other miscellaneous site improvements, all more particularly described as the Southeast Bulkhead Shore Protection. ("Project")

Description of Engineer's Services: Provide design services for the Project, including the creation of Bid Documents, coordination with the City during the Bid process, acquisition and/or renewal of any needed permits, and other miscellaneous professional services, including construction phase services. Construction inspection services will be negotiated separately when the project is fully funded. Topographical survey data and geotechnical investigations and reports have already been separately acquired and/or provided.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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4.01 Termination

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

1. For cause,

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

b. By Engineer:

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

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

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

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7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 5 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all

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Minutes of December 17, 2019
Mayor and Board of Aldermen

prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Basic Services.

a. Basic Services will be compensated on the basis of the estimated percentage of completion for the following distribution of compensation:

Preliminary Design Phase	$0
Final Design Phase	$40,000
Permitting	$1,000
Bidding and Negotiating Phase	$5,700
Construction Phase	$17,100
Total	$63,800

2. Construction Inspection and Post Construction Services.

a. Because it is not anticipated that the City currently has the funds available to construct the project scope, it is expected that a contract for Resident Project Representative Services and Post Construction Services will be negotiated between Owner & Engineer upon City's approval to proceed with the Construction phase.

B. Engineer proposes the following schedule for submittal of the work to the Owner, based upon the date of Owner's Notice to Proceed to Engineer:

Final Design Phase	+6 months from Notice to Proceed.
Bidding & Construction Phases	To be determined upon direction of the City.

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

OWNER: City of Long Beach

By: ~~George Bass~~ Mark Lisher
Mayor Pro Tempore

Date Signed: 12/17/19

Address for giving notice:
P.O. Box 929
Long Beach, MS 39560

ENGINEER: Overstreet & Associates, PLLC.

By: F. Jason Overstreet
F. Jason Overstreet, P.E.
President

Date Signed: **12/13/2019**
License No./State: 18601/MS

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of December 17, 2019
Mayor and Board of Aldermen

Appendix 1

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE DEC. 13, 2019

Position	Billing Rate
Principal	$150.00
Senior Professional Engineer	$145.00
Professional Engineer	$130.00
Engineer Intern	$95.00
CADD Technician III / Designer	$90.00
CADD Technician II	$80.00
CADD Technician I	$70.00
Inspector III	$80.00
Inspector II	$70.00
Inspector I	$60.00
Project Technician	$65.00
Professional Land Surveyor	$100.00
Survey Project Manager/Land Surveyor Intern	$95.00
Sr. Survey Crew Chief	$85.00
Survey Technician II	$70.00
Survey Technician I	$55.00
Survey Crew III	$175.00
Survey Crew II	$130.00
Survey Crew I	$110.00

* *

Minutes of December 17, 2019
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following Change Order 3 for Innovative Builders:

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

December 13, 2019

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

RE: Change Order No. 3
Long Beach Small Craft Harbor – Hurricane Nate Repairs – Piers

Ladies and Gentlemen:

During the course of the repairs performed so far, we have noted several other items which need repair in the Harbor which were unforeseen or uncovered during the repairs. We therefore have prepared the attached proposed Change Order document accordingly. Besides the adjustment to pay items and contract quantities to perform the work, this also includes an adjustment of contract time associated with the work and with the lengthy delays already encountered due to significantly higher tides than anticipated. We appreciate your consideration of these changes and recommend your approval of them so that work may proceed.

Sincerely,

David Ball, P.E.

DB:1033
Attachment

Minutes of December 17, 2019
Mayor and Board of Aldermen

Change Order
No. 3

Date of Issuance: 12/13/2019 | Effective Date: 12/17/2019

Project:	Owner: City of Long Beach	Owner's Contract No.:	166-620900
Contract:	LONG BEACH SMALLCRAFT HARBOR HURRICANE NATE - PIER REPAIRS	Date of Contract:	8/22/2019
Contractor:	Innovative Builders, Inc. (Vendor #6738)	Engineer's Project No.:	1033

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

Description:

1. Adjust contract quantities per anticipated final contract quantities.
2. Repair damage to west fishing pier entrance; damaged by high wave/surge during small storm recently.
3. Substitute "Titan Open X" flow-through decking to repair damage to west fishing pier entrance.
4. Repair dinghy pier adjacent to Pier 1.
5. Add pay items and modify existing pay item quantities to repair entrance to Pier 3.
6. Add contract time for material "lead time" and for additional work noted herein.
7. Further additional time is anticipated later due to delays from unseasonably high tides encountered during work to date.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$137,446.76

{Increase} in Contract Price from previous Change Orders No. 1 to No. 2
$18,302.00

Contract Price prior to this Change Order:
$155,748.76

{Increase} in Contract Price due to this Change Order:
$18,747.50

Revised Contract Price incorporating this Change Order:
$174,496.26

CHANGE IN CONTRACT TIMES:

Original Contract Times: [ ] Working Days [60] Calendar days
Substantial completion (days or date): 11/14/2019
Ready for final payment (days or date):

Change in Contract Time from previous Change Orders No. 1 to No. 2
Substantial completion (days or date): 20
Ready for final payment (days or date):

Contract Times prior to this Change Order:
Substantial completion (days or date): 12/4/2019
Ready for final payment (days or date):

{Increase} in Contract Time due to this Change Order:
Substantial completion (days or date): 60
Ready for final payment (days or date):

Contract Times incorporating this Change Order:
Substantial completion (days or date): 2/2/2020
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By:	By:
Date: 12/13/2019	Date: 12/16/19	Date: 12/17/19

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

* *

ATTACHMENT TO CHANGE ORDER NUMBER 3 PROJECT NO. 1033

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
1-A	12"x35' PILE	6 EA.	$ 1,056.16	$6,336.96	2	$2,112.32	8	$8,449.28
1-Q	12"x50' PILE	1 EA.	$ 1,446.25	$1,446.25		$0.00	1	$1,446.25
1-B	10"x35' PILE	4 EA.	$ 957.00	$3,828.00	2	$1,914.00	6	$5,742.00
1-C	WOOD PIER SUBSTRUCTURE	2000 B.F.	$ 35.70	$71,400.00		$0.00	2,000	$71,400.00
1-D	10' WIDE PIER DECKING (WEST FISHING PIER)	21 L.F.	$ 197.74	$4,152.54		$0.00	21	$4,152.54
1-E	WEST FISHING PIER PAVILION ROOF (ASPHALT SHINGLE)	1 L.S	$ 3,571.00	$3,571.00		$0.00	1	$3,571.00
1-J	CONSTRUCT FINGER PIER (3'x30'L)	2 EA.	$ 2,953.75	$5,907.50		$0.00	2	$5,907.50
1-K	CONSTRUCT FINGER PIER (2'x20'L)	1 EA.	$ 2,006.25	$2,006.25		$0.00	1	$2,006.25
1-L	CONSTRUCT FINGER PIER (2'x25'L)	1 EA.	$ 2,507.50	$2,507.50		$0.00	1	$2,507.50
1-M	FINGER PIER REPAIR TYPE I (3'Wx30'L)	3 EA.	$ 1,543.75	$4,631.25		$0.00	3	$4,631.25
1-N	FINGER PIER REPAIR TYPE I (2'Wx20'L)	1 EA.	$ 1,137.80	$1,137.80		$0.00	1	$1,137.80
1-O	FINGER PIER REPAIR TYPE I (2'Wx25'L)	1 EA.	$ 1,138.45	$1,138.45		$0.00	1	$1,138.45
1-P	FINGER PIER REPAIR TYPE II (ANY SIZE)	2 EA.	$ 940.63	$1,881.26		$0.00	2	$1,881.26
2-A	SINGLE 100A POWER PEDESTAL WITH WIRING	1 EA.	$ 3,750.00	$3,750.00		$0.00	1	$3,750.00
2-B	WESTERN FISHING PIER WATER SYSTEM	1 L.S.	$ 2,675.00	$2,675.00		$0.00	1	$2,675.00
CO1-1	EAST FISHING PIER PAVILION ROOF (SCREW-DOWN METAL ROOF)	1 L.S.	$ 4,500.00	$4,500.00		$0.00	1	$4,500.00
CO1-2	INSTALL SCREW-DOWN METAL ROOF AT TWO SMALL PAVILIONS (EAST & WEST PARKING AREAS)	1 L.S.	$ 5,600.00	$5,600.00		$0.00	1	$5,600.00
CO1-3	INSTALL FEMA/NOAA-REQUIRED SIGNAGE AT EAST & WEST FISHING PIERS	1 L.S.	$ 720.00	$720.00		$0.00	1	$720.00
CO1-4	INSTALL 1 MONOFILAMENT RECYCLING RECEPTACLE AT EAST & WEST FISHING PIERS (2 TOTAL)	2 EA.	$ 150.00	$300.00		$0.00	2	$300.00
CO1-5	REINSTALL BAIT CUTTING STATIONS & DESIGNATE VIA PAINTED SIGNS ON PIER	4 EA.	$ 150.00	$600.00		$0.00	4	$600.00
CO2-1	INSTALL FEMA/NOAA-REQUIRED ELECTRICAL MODIFICATIONS AT EAST & WEST FISHING PIERS	1 L.S.	$ 5,625.00	$5,625.00		$0.00	1	$5,625.00
CO3-1	REPAIR DAMAGE TO WEST FISHING PIER ENTRANCE	0 L.F.	$ 197.74	$0.00	21	$4,152.54	21	$4,152.54
CO3-2	UTILIZE "TITAN OPEN X" DECKING (FLOW-THROUGH DECKING AT WEST FISHING PIER ENTRANCE)	0 L.S.	$ 1,497.30	$0.00	1	$1,497.30	1	$1,497.30
CO3-3	DINGHY PIER REPAIRS	0 L.S.	$ 5,907.50	$0.00	1	$5,907.50	1	$5,907.50
CO3-4	PIER 3 ENTRANCE DECKING REPLACEMENT	0 L.F.	$ 197.74	$0.00	16	$3,163.84	16	$3,163.84
	TOTAL BASE BID			$133,714.76		$18,747.50		$152,462.26
ALTERNATE BID 1 - SCREW-DOWN METAL ROOF SYSTEM FOR THE WEST FISHING PIER PAVILION								
1-I	WEST FISHING PIER PAVILION ROOF (SCREW-DOWN METAL ROOF)	1 L.S.	$4,500.00	$4,500.00		$0.00	1	$4,500.00
	TOTAL ALTERNATE BID 1:			$4,500.00		$0.00		$4,500.00
ALTERNATE BID 2 - ADDITIONAL FINGER PIERS								
1-B	10"x35' PILE	2 EA.	$ 1,043.25	$2,086.50		$0.00	2	$2,086.50
1-J	CONSTRUCT FINGER PIER (3'Wx30'L)	2 EA.	$ 7,723.75	$15,447.50		$0.00	2	$15,447.50
	TOTAL ALTERNATE BID 2			$17,534.00		$0.00		$17,534.00
	TOTAL WORK COMPLETED			$155,748.76		$18,747.50		$174,496.26

Minutes of December 17, 2019
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to authorize issuing purchase orders for "Group 2" of the Asphalt Repairs/Overlay project as follows:

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

December 13, 2019

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

RE: Asphalt Repairs/Overlays - Long Beach

Ladies and Gentlemen:

The City's term bid asphalt contractor, Landshapers Inc., is nearing completion of the asphalt overlays on the "Group 1" roads as previously approved by the City. Although there have been significant coordination issues with the Contractor regarding scheduling and the exact scope of work to be performed, the work is being completed in a successful manner. While there are still two roads which aren't yet completed (Jamaica & Saratoga), we anticipate that we will realize significant savings over the amounts estimate for the actual purchase orders.

In light of the anticipated savings, we suggest that the City issue purchase orders for the next area of roads in the City, "Group 2", which are grouped and highlighted together on the attached spreadsheet and exhibit. The City's Public Works Dept. also has the necessary risers for this area on-hand or on-order. If you concur, we anticipate the purchase orders for this next group of roads to amount to approximately $246,000.

Sincerely,

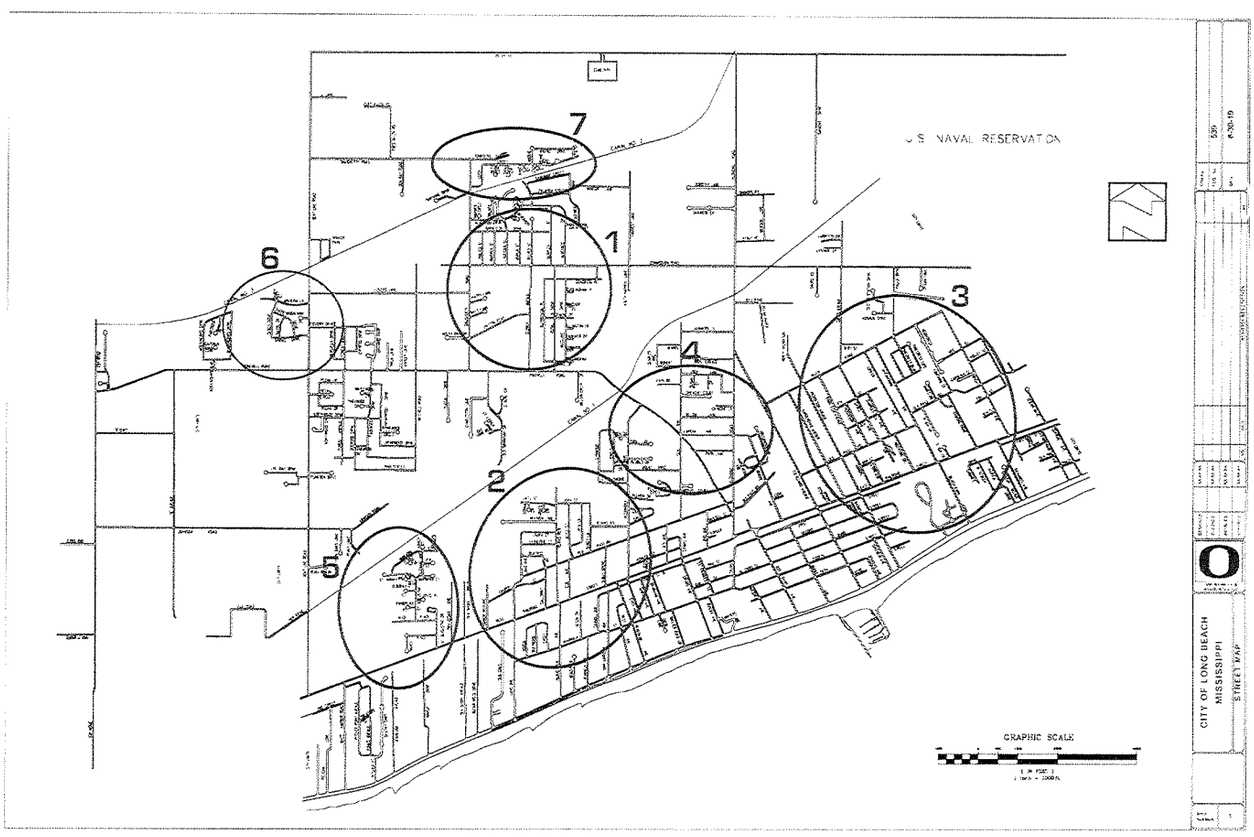
David Ball, P.E.

DB:1067
Attachment

Minutes of December 17, 2019
Mayor and Board of Aldermen

CITY OF LONG BEACH
ASPHALT OVERLAYS/REPAIRS - ACTUAL WORK ORDERS TO BE ISSUED
9/25/2019
12/13/2019 update

STREET NAME	GROUP	MODIFIED RSR	LENGTH (MILES)	AREA (SQ. YDS.)	P.O. MILLING (SQ. YDS.)	P.O. ASPHALT (TONS)	PURCHASE ORDER AMOUNT
WATTS	1	2	0.07	774	27	68	$ 5,473.50
SARATOGA DR. (WARWICK > REEVES)	1	3	0.18	2426	687	352	$ 29,701.50
WILL RD.	1	3	0.06	935	29	64	$ 5,160.50
BUCKINGHAM PL.	1	3	0.04	444	195	79	$ 6,768.00
JAMAICA ST.	1	3	0.16	2260	619	322	$ 27,146.50
WINDSOR PL.	1	3	0.04	474	190	72	$ 6,199.00
HANOVER DR.	1	3	0.04	493	190	73	$ 6,278.50
ELLINGTON DR.	1	3	0.04	516	190	72	$ 6,199.00
REGENCY DR. (E. OF MCGUIRE)	1	3	0.04	499	190	66	$ 5,722.00
PATTON AVE.	1	4	0.32	2657	27	283	$ 22,566.00
COMMISSION/JAMAICA AREA	1			35	35	5	$ 485.00
PINEVILLE/ROYAL AREA	1			43	43	6	$ 584.50
REINIKE RD.	2	3	0.18	1910	40	266	$ 21,387.00
CHURCH ST. (NORTHERN 200')	2	3	0.03	530	38	68	$ 5,634.00
JOYCE AVE. (RITA > JOAN)	2	3	0.21	2954	789	412	$ 37,488.00
COX AVE.	2	4	0.19	2039	43	258	$ 20,769.00
N. LANG (RAILROAD > OLD PASS)	2	4	0.23	2997	40	379	$ 30,370.50
LAURA ST.	2	4	0.17	2364	643	299	$ 27,628.50
CATHERINE ST.	2	4	0.16	2265	619	287	$ 26,530.50
LAURA/N. ISLAND VIEW INTERSECTION	2	4	0.03	400	157	51	$ 4,996.50
CATHERINE/N. ISLAND VIEW INTERSECTION	2	4	0.03	400	157	51	$ 4,996.50
RITA LN.	2	4	0.25	3407	929	431	$ 39,838.50
JOAN ST	2	4	0.16	2203	610	279	$ 25,840.50
N. IDA LN.	3	3	0.15	1781	575	249	$ 23,245.50
GARDENDALE (OLD PASS. RD > RAILROAD)	3	4	0.18	1926	360	244	$ 21,558.00
PARK ROW (REMAINDER UN-OVERLAYED)	3	4	0.31	3567	45	451	$ 36,124.50
WRIGHT	3	5	0.67	7956	47	1004	$ 80,100.00
S. OLD PASS/MCCAUGHAN INTSERSECTION	3	5	0.03	400	52	51	$ 4,366.50
OLD PASS/HARRIS INTERSECTION	3	6	0.03	400	104	51	$ 4,678.50
WILLOW LN. (E. 1/3)	4	3	0.08	744	36	105	$ 8,563.50
ALEXANDER AVE. (N. OF PINEVILLE RD.)	4	3	0.05	535	43	75	$ 6,220.50
WILLOW LN. (MID. 1/3)	4	3	0.09	812	36	104	$ 8,484.00
SEAL AVE. (MICHAEL CT. > PINEVILLE RD.)	4	4	0.25	2654	43	336	$ 26,970.00
LISA CT.	5	4	0.06	650	254	83	$ 8,122.50
ST. AUGUSTINE AVE. (N. 1/2)	5	4	0.24	3837	908	486	$ 44,085.00
VANCE PL.	5	4	0.22	3157	830	400	$ 36,780.00
ST. AUGUSTINE DR.	5	4	0.16	2653	628	336	$ 30,480.00
WOODLAWN PL.	6	3	0.04	606	199	86	$ 8,031.00
BAYOU DR.	6	3	0.09	1099	364	155	$ 14,506.50
SHORE DR.	6	3	0.16	1928	610	270	$ 25,125.00
SHADY DR. (S. OF WISTERIA)	6	3	0.17	2020	646	256	$ 24,228.00
BETH CV. (OFF LEIGH ST.)	7	3	0.05	769	236	98	$ 9,207.00
NANCY CT. (OFF LEIGH ST.)	7	3	0.04	495	190	64	$ 6,228.00
RENNE CT. (OFF LEIGH ST.)	7	3	0.05	679	230	87	$ 8,296.50
DANA CR. (OFF LEIGH ST.)	7	3	0.05	751	234	106	$ 9,831.00
LEIGH ST.	7	4	0.6	8553	2168	1080	$ 98,868.00
TOTAL							$ 911,863.00



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M.B. 92
Reg/Pub Hear 12.17.19

Minutes of December 17, 2019
Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 110 Destiny Oaks Drive, Long Beach, Mississippi. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 100 DESTINY OAKS DRIVE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 110 Destiny Oaks Drive, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor Pro Tempore and Board of Aldermen, at its regular meeting of September 17, 2019, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanliness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held October 15, 2019, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on October 15, 2019, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanliness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 110 Destiny Oaks Drive, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512J-01-035.024, and according to said tax records is owned by Laura Grimes Singley, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

Minutes of December 17, 2019
Mayor and Board of Aldermen

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The fine assessed and imposed hereby is in the TOTAL amount of $1,743.72, $243.72 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of $1,500.00, being not more than either One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

Alderman Robertson seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor Pro Tempore, the result was as follows:

Alderman Ronald Robertson	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mark Lishen	voted	Not voting, Mayor Pro Tempore
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Not voting, Absent
Alderman Bernie Parker	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor Pro Tempore declared the motion carried and the resolution and order adopted and approved this 17th day of December, 2019.

APPROVED:

Mark E. Lishen, Mayor Pro Tempore

ATTEST:

Stacey Dahl, City Clerk

* *

Minutes of December 17, 2019
Mayor and Board of Aldermen

The Mayor Pro Tempore recognized the City Attorney for his report, whereupon no action was required or taken.

* *

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

* *

APPROVED:

_____
Alderman Donald Frazer, At-Large

_____
Alderman Ronald Robertson, Ward 1

_____
Alderman Bernie Parker, Ward 2

_____
Alderman Kelly Griffin, Ward 3

_____
Alderman Timothy McCaffrey, Jr., Ward 4

_____
Alderman Mark E. Lishen, Ward 5

_____
Alderman Patricia Bennett, Ward 6

_____
Date

ATTEST:

_____
Kini Gonsoulin, Deputy City Clerk