

**MUNICIPAL DOCKET
REGULAR MEETING OF APRIL 4, 2017
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. **ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. **Proclamation-Safe Digging Month**
- V. **AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. * **PUBLIC COMMENTS-AGENDA ITEMS ONLY**
- VII. **APPROVE MINUTES:**
 - 1. **MAYOR AND BOARD OF ALDERMEN**
 - a. **March 21, 2017-Regular**
 - b. **March 28, 2017-Work Session**
 - 2. **PLANNING COMMISSION**
 - a. **March 23, 2017-Public Hearings/Regular; Schedule Public Hearing
Zone Map Change Application-NW Corner 28th Street/Klondye Road**
- VIII. **APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. **040417**
- IX. **NEW BUSINESS**
 - 1. **Garnett Stewart-Cemetery Plots**
 - 2. **Edward Key-Request to Place Camper at 127 Buena Vista During
Construction**
 - 3. **Barney Hill-JEL Investments Sketch Plat Subdivision**
- X. **DEPARTMENTAL BUSINESS**
 - 1. **MAYOR'S OFFICE**
 - 2. **PERSONNEL**
 - a. **Fire Department-(5) Step Increases**
 - b. **Building Office-(1) Step Increase**
 - c. **Library-(2) Part Time Hires**
 - d. **Police Department-(4) Step Increases**
 - 3. **POLICE DEPARTMENT**
 - a. **CMT Advantage-Equipment Maintenance Plan**
 - 4. **CITY CLERK**
 - a. **Election 2017**
 - 5. **DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS**
- XI. **REPORT FROM CITY ATTORNEY**
 - 1. **Interlocal Agreement-Harrison County, Stone County, Long Beach;
Prisoner Housing, Stone County Regional Correctional Facility**
- XII. * **PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA**
- XIII. **ADJOURN (OR) RECESS**

Minutes of April 4, 2017
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in April, 2017, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

Absent the meeting was Alderman Alan Young, deceased.

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

The meeting was called to order and the Mayor and Board of Aldermen proclaimed April, 2017, "NATIONAL SAFE DIGGING MONTH".

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The Mayor and Board of Aldermen recognized and congratulated the Long Beach High School Quiz Bowl Champions.

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The Mayor opened the floor for public comments to the agenda, as follows:

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Mayor and Board of Aldermen**

**PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA
ONLY**

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

PLEASE PRINT: NAME / ADDRESS / TELEPHONE		AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	Rick Tubertini 302 Courthouse Rd, Suite A, Gulfport 225-896-1144	VII, 2, a IX, 3	Sketch plan of IZL Investments
2	BARNES HILL 412 GUNWILKIN AVE LONG BEACH		SKETCH PLAN IZL INVESTMENTS
3	Linda H. Powell 504 Gulf View Ave		Minutes of the Planning Commission
4	Horace Chalston (504) 802 Henry Clay Ave New Orleans, LA 70118		Sketch Plan IZL Invest.
5			
6			
7			
8			
9			
10			

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

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

[It was noted for the record that participants will be afforded the opportunity for further comments when the matter comes up on the agenda]

There came on for consideration the regular meeting and work session minutes of the Mayor and Board of Aldermen, whereupon, Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to take official action, as follows:

- Approve the regular meeting minutes of the Mayor and Board of Aldermen dated March 21, 2017 and to spread the presentation from Steven Nicosia as submitted

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to the Mayor and Board of Aldermen on March 21, 2017, upon the minutes of this meeting in words and figures, as follows:

CITY OF LONG BEACH, MISSISSIPPI
P.O. BOX 929
201 JEFF DAVIS AVENUE
LONG BEACH, MISSISSIPPI 39560
TELEPHONE: (228) 863-1556
FAX: (228) 865-0822
cityclerk@cityoflongbeachms.com

DATE RECEIVED: 3/16/17
VERIFY DOCUMENTS:
SUBMITTED NONE
TIME: 11:45
BY: [Signature] (signature)

REQUEST TO BE PLACED ON AGENDA FOR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
(PLEASE PRINT)

Name of Person Making Request: Stephen F. Nicosia
Address: 515 Gulf View Ave Telephone: 332-1623 Fax:
E-Mail Address: sfnicosia@gmail.com
Name of Person Addressing Mayor and Board of Aldermen: Steve Nicosia
(If different from above) Telephone: Fax:

Address:
Detailed Description of Specific Subject Matter to be Discussed (Description must be clear and concise - avoid vague terms and generalizations):
Discuss changes to Chart of Uses and conflicting language in Ordinance 598

(If additional space is needed, please use a separate page)
Date of Meeting: March 21, 2017 No. of Participants: 2+
(Regular meetings are held on the first and third Tuesday of Every Month at 5:00 p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue.)

Type of Presentation: Personally Address Power Point Photos/Video/Slides
(check one or more) Presentation/Handouts Audio Tape Other (Specify Below)

- Other: **PLEASE READ CAREFULLY** * * * * *
- Requests and ONE (1) LETTER SIZE, ONE-SIDED COPY of all accompanying documents MUST be filed with the City Clerk no later than 12:00 P.M. (NOON) the FRIDAY preceding Tuesday's meeting.
 - Requests and accompanying documents received after the Friday, noon deadline WILL NOT be placed on the agenda or distributed to the Mayor and Board of Aldermen at this time.
 - Forms received that are not clear and concise as to subject matter will not be placed on the agenda.
 - Subject matter shall be limited to ten (10) minutes or as otherwise specified by the Mayor and Board of Aldermen during the course of the meeting.
 - Items will be placed on the agenda in the order they are received under the appropriate heading.
 - Upon the determination by the City Clerk that the agenda is full, additional items will be placed on the next regular meeting agenda, even if properly submitted prior to deadline.
 - The Mayor and Board of Aldermen reserve the right to disallow and/or remove any item from the agenda.
 - Agenda items are subject to change without prior notice.
- Accompanying Documents Attached? yes no

Date: Mar 16, 2017

Signed: [Signature]
(Person Making Request)

ADOPTED:08.02.05

Section 86: Nonconforming Lots

"grandfather"
Single-family lots

- (a) When a nonconforming lot can be used in conformity with all of the regulations applicable to the intended use, except that the lot is smaller than the required minimums set forth in Section 142, then the lot may be used as proposed just as if it were conforming. However, no use (e.g., a two-family residence) that requires a greater lot size than the established minimum lot size for a particular district is permissible on a nonconforming lot.
- (b) When the use proposed for a nonconforming lot is one that is conforming in all other respects but the applicable setback requirements (Section 145) cannot reasonably be complied with, then the entity authorized by this ordinance to issue a permit for the proposed use (the administrator, board of adjustment, or Board of Aldermen) may allow deviations from the applicable setback requirements if it finds that:
- (1) The property cannot reasonably be developed for the use proposed without such deviations,
 - (2) These deviations are necessitated by the size or shape of the nonconforming lot, and
 - (3) The property can be developed as proposed without any significantly adverse impact on surrounding properties or the public health or safety.
- (c) For purposes of Subsection (b), compliance with applicable building setback requirements is not reasonably possible if a building that serves the minimal needs of the use proposed for the nonconforming lot cannot practicably be constructed and located on the lot in conformity with such setback requirements. However, mere financial hardship does not constitute grounds for finding that compliance is not reasonably possible.
- (d) This section applies only to undeveloped nonconforming lots. A lot is undeveloped if it has no substantial structures upon it. A change in use of a developed nonconforming lot may be accomplished in accordance with Section 89.
- (e) Subject to the following sentence, if, on the date this Section becomes effective, an undeveloped nonconforming lot adjoins and has continuous frontage with one or more other undeveloped lots under the same ownership, then neither the owner of the nonconforming lot nor his successors in interest may take advantage of the provisions of this section. This subsection shall not apply to a nonconforming lot if a majority of the developed lots located on either side of the street where such lot is located and within 500 feet of such lot are also nonconforming. The intent of this subsection is to require nonconforming lots to be combined with other undeveloped lots to create conforming lots under the circumstances specified herein, but not to require such combination when that would be out of character with the way the neighborhood has previously been developed.

unless →

Section 87: Extension or Enlargement of Nonconforming Situations

- (a) Except as specifically provided in this section, no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation without the planning commission's approval. In particular, physical alteration of structures or the placement of new structures on open land is unlawful if such activity results in:
- (1) An increase in the total amount of space devoted to a nonconforming use, or
 - (2) Greater nonconformity with respect to dimensional restrictions such as setback requirements, height limitations or density requirements or other requirements such as parking requirements.
- (b) Subject to Subsection (d), a nonconforming use may be extended throughout any portion of a completed building that, when the use was made nonconforming by this ordinance, was manifestly designed or arranged to accommodate such use. However, subject to Section 91 (authorizing the completion of nonconforming projects in certain circumstances); a nonconforming use may not be extended to additional buildings or to land outside the original building.
- (c) Subject to Section 91 (authorizing the completion of nonconforming projects in certain circumstances), a nonconforming use of open land may not be extended to cover more land than was occupied by that use when it became nonconforming, except that a use that involves the removal of natural materials from the lot (e.g., a sand pit) may be expanded to the boundaries of the

Minutes of April 4, 2017
 Mayor and Board of Aldermen

Section 142:

TABLE 1

AREA, YARD AND HEIGHT REQUIREMENTS

DISTRICT	FRONT SET BACK MINIMUM	SIDE SET BACK MINIMUM	REAR SET BACK MINIMUM	HEIGHT LIMIT MAXIMUM	LOT WIDTH MINIMUM	LOT AREA MINIMUM	COVERAGE MAXIMUM	DISTRICT AREA MINIMUM
→ R-1, SINGLE FAMILY	25 FT.	8 FT.	15 FT.	35 FT.	75 FT.	7,500 SFT.	45%	
R-2, MEDIUM DENSITY								
SINGLE-FAMILY	25 FT.	8 FT.	15 FT.	45 FT.	60 FT.	7,500 SFT.	45%	
TWO-FAMILY	25 FT.	8 FT.	15 FT.	45 FT.	75 FT.	7,500 SFT.	45%	
LOW RISE APARTMENTS AND CONDOMINIUMS	25 FT.	8 FT.	15 FT.	45 FT.	75 FT.	4,000 SFT/U	45%	
OTHER PERMITTED USES	25 FT.	6 FT.	15 FT.	45 FT.	60 FT.	7,500 SFT.	45%	
R-3, MULTI-FAMILY								
SINGLE-FAMILY	25 FT.	8 FT.	10 FT.	45 FT.	60 FT.	6,000 SFT.	45%	
TWO-FAMILY	25 FT.	8 FT.	10 FT.	45 FT.	70 FT.	7,200 SFT.	45%	
MULTI-FAMILY	25 FT.	5 FT.	10 FT.	66 FT. (BFE)		907 SFT/U	75%	
OTHER PERMITTED USES	25 FT.	8 FT.	10 FT.	66 FT. (BFE)		907 SFT/U	75%	
R-4, RESIDENTIAL/FARM								
SINGLE-FAMILY	25 FT.	8 FT.	15 FT.		75 FT.	6,000 SFT.	45%	
TWO-FAMILY	25 FT.	8 FT.	15 FT.		75 FT.	7,200 SFT.	45%	
MOBILE HOME PARK	50 FT.	15 FT.	25 FT.		100 FT.	10 ACRES	45%	
INDIVIDUAL SITE	100 FT.	50 FT.	50 FT.		125 FT.	3 ACRES	45%	
AGRICULTURAL USE	25 FT.	5 FT.	10 FT.			3 ACRES	45%	
HUNTING PRESERVES	25 FT.	5 FT.	10 FT.			50 ACRES		
OTHER PERMITTED USES	25 FT.	5 FT.	10 FT.			6,000 SFT.	45%	
R-O, RESIDENTIAL/OFFICE	25 FT.	8 FT.	15 FT.	35 FT.	75 FT.	10,000 SFT.	45%	
C-1, CENTRAL BUSINESS	0 FT.	0 or 3 FT.*	3 FT.	44 FT. (BFE)	18 FT.		100%	
APARTMENTS/CONDO	0 FT.	0 or 3 FT.	3 FT.	44 FT. (BFE)	18 FT.	1,815 SFT/U	100%	
C-1HD, CENTRAL BUSINESS HD	0 FT.	3 FT.	0 FT.	100 FT. (BFE)	18 FT.		100%	
APARTMENTS/CONDO	0 FT.	3 FT.	0 FT.	100 FT. (BFE)	18 FT.	907 SFT/U	100%	
C-2, HIGHWAY COMMERCIAL	25 FT.	8 FT.	10 FT.	45 FT.	75 FT.		45%	
C-2B, BEACHFRONT	25 FT.	5 FT.	10 FT.	100 FT. (BFE)		907 SFT/U	100%	
C-3, NEIGHBORHOOD COMM.	25 FT.	5 FT.	10 FT.	45 FT.	75 FT.		45%	
I, INDUSTRIAL	25 FT.	10 FT.	10 FT.	45 FT.	100 FT.	10,000 SFT	45%	

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unless →

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March 21, 2017 Steve Nicosia Presentation to Mayor and Board of Aldermen

CHART OF USES and ZERO LOT LINE DEVELOPMENTS

Point 1 POWER TO REVIEW AND APPROVE

Subdivision Ordinance Section 123 (k) states "All townhouse and zero lot line developments shall be subject to review and approval by the planning commission."

There is a growing misconception that, no matter how damaging a proposed project may be general welfare of current residents, the Planning Commission, Board of Aldermen and Mayor are powerless to disapprove or demand modifications to a proposal if the developer does not request a variance from any other subdivision regulation. If this were indeed the case, the Planning Commission would not be involved and the City Building Official would simply review a subdivision application to determine whether the developer followed the ordinance before issuing a permit.

Bill Hessel and Associates wrote the Zoning and Subdivision ordinances. If he is present, I'm sure he could shed some invaluable light on this matter.

Point 2 ORIGINAL INTENT OF ORDINANCE

A fair reading shows the intent of Section 123 is to provide for Zero Lot Line development in **NEW subdivisions**. It was not designed or intended to allow the "infill" of vacant lots in R1 single family residential neighborhoods. The City codes clearly discourage the use of private roads or narrow lanes for ingress and egress. There exists no reason to exclude a Zero Lot Line category from the Chart of Uses.

Point 3 CONFLICT WITH EXISTING LONG BEACH ORDINANCES – "LOOPHOLE"

Any R-1 lot with less than 75' city road frontage is considered non-conforming. Long Beach Code 598 Section 86 grandfather's development on non-conforming lots. This section also requires two non-conforming R-1 residential lots (i.e. 50' each) owned by the same person to be combined and developed as one lot (one house), never to be separated again, UNLESS the owner uses the ZLL loophole.

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A ZLL property requires lots to be at least 30' wide and have a house be built touching one side property line and be at least 14' from the other side property line. This means a ZLL residence need only be 16' wide!

In spite of the direction of Section 86 requiring two substandard lot to be combined, an owner could subsequently subdivide them into two ZLL lots, allowing two ZLL homes to be built. Even a standard 75' wide lot could be eligible for ZLL subdivision (a 47' wide duplex with 14' side yards.) Lots of less than 75' width could be ZLL divided if the owner wishes to build even narrower homes.

Note: that the language of Section 123 is unclear as to whether all ZLL homes must be detached. Harrison County's code clearly prohibits attached ZLL homes. Long Beach Chart of Uses prohibits duplexes in an R1 district. Consider that allowing any attached dwelling or duplex in an R1 district would likely be illegal spot zoning.

Point 4 TYPE OF STRUCTURE VS. USE OF STRUCTURE (Short Term Rentals)

Single family residential R1 is a zone designated for the use and protection of owner-occupants living in detached homes. In contrast, the codes are designed to restrict short-term rental occupancy to R2 and R3 zones where "lodging" in hotel, motel, bed and breakfast are allowed.

The implementation of the City's Short Term Rental policy is bringing short term "lodging" uses into established residential neighborhoods. It is absolutely possible (probable?) a developer will use the Zero Lot Line provision to create 30' wide lots, build small attached or detached "cottages", and then be granted multiple short term rental permits. Section 123 never intended every home in a Zero Lot Line development could be used as a motel room.

Point 5 RESTRICTIVE COVENANTS - NOT THE ANSWER

Once a ZLL use is approved, the developer is free to build any size or style homes he chooses or simply sell the lots to other builders. Placing a short term rental restriction into the ZLL subdivision's covenants is not a solution because (1) covenants cannot be enforced by the City, and (2) covenants are subject to change by vote of a Home Owners Association (typically controlled by the developer until the last lot is sold).

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Point 6 CONSISTANCY - NEIGHBORING CITIES AND COUNTY

Gulfport and Harrison County Charts of Uses restrict Zero Lot Line developments to the same areas where duplexes and townhomes (R2 and R3 zones) are allowed. Long Beach does not list ZLL anywhere on its Chart of Uses. The result is that a ZLL development can go on virtually ANY residential lot in an existing single family residential subdivision or ANY residential lot on an R1 district street.

Point 7 MINIMUM ACREAGE REQUIREMENT

Long Beach requires no minimum acreage for a ZLL development while Gulfport requires a minimum of 4-acres and Harrison County requires a minimum of 2 acres. Adopting a minimum acreage requirement of 4 acres would return to the original intent of Section 123 by limiting ZLL development to NEW subdivisions and preventing the "infill" of existing R1 neighborhoods.

Point 8 RECOMMENDATION FOR IMMEDIATE ACTION

The Zero Lot Line category can be added to the Chart of Uses by Board of Aldermen action as it has already been published for change and a public hearing already held.

Any delay in fixing the ZLL loophole WILL be exploited and may be viewed as political patronage. We should not allow any development to slip under the wire and ruin the property values and lifestyles of existing R-1 neighborhoods our ordinances were designed to protect. I encourage you to immediately amend the Chart of Uses to prohibit Zero Lot Line development in an existing R1 zone and set a minimum of 4 acres for future ZLL developments.

SUGGESTED ACTION 1

Adopt proposed Chart of Uses with the addition of a new Zero Lot Line category to prohibit development in R1 districts and permit by Right in districts R2 and R3 only.

SUGGESTED ACTION 2

Adopt a requirement that all Zero lot Line Developments be at least 4 acres in size.

Section 122: Excess Height

In any district, any main structure may be erected or altered to a height in excess of that specified for the district in which the structure is located provided that each dimension provided herein for required front, side and rear yard is increased one foot for each two (2) feet of such excess height; provided, further, that where no yard is required the part of the structure exceeding the height specified for the district shall be set back from the vertical plane of the adjacent building site line one foot for each two (2) feet of such excess height. In addition, the developer shall provide proof that the fire chief has approved of the increased height.

Section 123: Townhouse and Zero Lot Line Residential Uses

The purpose of this use is to provide for the development of moderate to high-density residential uses and structures in moderately spacious surroundings but so designed as to protect the health, safety and welfare of the public. In fulfilling the purpose of this use, the townhouse or row house concept may be used which permits the construction of single-family dwellings immediately adjacent to one another without side yards between the individual units. The purpose of this use may also be fulfilled by the use of the zero lot line concepts which permits the construction of detached single-family dwellings on lots without a side yard requirement on at least one side of the lot. In order to allow any deviation from the following minimum requirements for these types of development, the developer must show evidence that such deviation is in the benefit of the public.

*words
not in
County
code*

- (a) Minimum lot area: The first 2 townhouse lots shall equal 4,000 square feet and each additional unit shall have 1,500 square feet. Zero lot line dwelling units shall have 3,000 square feet.
- (b) Minimum lot width: Twenty (20) feet for townhouses and thirty (30) feet for zero lot line houses, except that for corner lots the minimum shall be determined based on the minimum requirement for said district.
- (c) Minimum front yard: The same as required for each district, except where the development contains units located on both sides of a street constructed by developer to the city's specifications. In this case the minimum front yard setback may be reduced to fifteen (15) feet.
- (d) Minimum side yard: None for townhouses except on corner lots. Also, the minimum side yard required for the townhouse unit located at the end of a row of town houses shall be ten (10) feet from the exterior lot line. In zero lot line developments there shall be no minimum side yard required on one side and fourteen (14) feet on the opposite side. However, for corner lots the minimum side yard required shall be fourteen (14) feet. Also, the minimum side yard required for the dwelling located adjacent to a lot that is not a part of the zero lot line development shall be fourteen (14) feet.
- (e) Minimum rear yard: Use district rear yard minimum.
- (f) Maximum height: The maximum height is thirty-five (35) feet.
- (g) Maximum lot coverage: Coverage is limited to seventy-five (75%) percent for all structures.
- (h) Maximum length of row: A row of townhouses shall not exceed two hundred twenty-five (225) feet. An open space of twenty (20) feet shall be provided between adjacent rows.
- (i) Townhouses shall be constructed up to side lot lines without side yards and no windows, doors or other opening shall face a side lot line except that the outside wall of end units may contain such openings.
- (j) Zero lot line dwelling shall be constructed against the lot line on one side of a lot and no windows, doors or other openings shall be permitted on this side. Where adjacent zero lot line dwellings are not constructed against a common lot line, the building or developer must provide for a perpetual wall maintenance easement of five (5) feet in width along the adjacent lot and parallel with such wall.
- (k) All townhouse and zero lot line developments shall be subject to review and approval by the planning commission.

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Section 124: Temporary Emergency, Construction or Repair

- (a) Temporary residences used on construction sites of nonresidential premises shall be removed immediately upon the completion of the project.

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- "grandfather" single-family lots*
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- (c) For purposes of Subsection (b), compliance with applicable building setback requirements is not reasonably possible if a building that serves the minimal needs of the use proposed for the nonconforming lot cannot practicably be constructed and located on the lot in conformity with such setback requirements. However, mere financial hardship does not constitute grounds for finding that compliance is not reasonably possible.
- (d) This section applies only to undeveloped nonconforming lots. A lot is undeveloped if it has no substantial structures upon it. A change in use of a developed nonconforming lot may be accomplished in accordance with Section 89.
- unless* → (e) Subject to the following sentence, if, on the date this Section becomes effective, an undeveloped nonconforming lot adjoins and has continuous frontage with one or more other undeveloped lots under the same ownership, then neither the owner of the nonconforming lot nor his successors in interest may take advantage of the provisions of this section. This subsection shall not apply to a nonconforming lot if a majority of the developed lots located on either side of the street where such lot is located and within 500 feet of such lot are also nonconforming. The intent of this subsection is to require nonconforming lots to be combined with other undeveloped lots to create conforming lots under the circumstances specified herein, but not to require such combination when that would be out of character with the way the neighborhood has previously been developed.

Section 87: Extension or Enlargement of Nonconforming Situations

- (a) Except as specifically provided in this section, no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation without the planning commission's approval. In particular, physical alteration of structures or the placement of new structures on open land is unlawful if such activity results in:
- (1) An increase in the total amount of space devoted to a nonconforming use, or
 - (2) Greater nonconformity with respect to dimensional restrictions such as setback requirements, height limitations or density requirements or other requirements such as parking requirements.
- (b) Subject to Subsection (d), a nonconforming use may be extended throughout any portion of a completed building that, when the use was made nonconforming by this ordinance, was manifestly designed or arranged to accommodate such use. However, subject to Section 91 (authorizing the completion of nonconforming projects in certain circumstances); a nonconforming use may not be extended to additional buildings or to land outside the original building.
- (c) Subject to Section 91 (authorizing the completion of nonconforming projects in certain circumstances), a nonconforming use of open land may not be extended to cover more land than was occupied by that use when it became nonconforming, except that a use that involves the removal of natural materials from the lot (e.g., a sand pit) may be expanded to the boundaries of the

Minutes of April 4, 2017
 Mayor and Board of Aldermen

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No Zero Lot Line category

Chart of Use											R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD				
Agricultural																											
Greenhouse Commercial				R																							
Crops / Forestry				R																							
Riding Stable				X																							
Livestock				X																							
Wildlife Refuge				X																							
Forest Preserve				R																							
Residential														R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD	
Single Family	R	R	R	R	R	X			X	X	X																
Accessory Unit	X	X	X	X	X	X			X	X	X									X	X						
Duplex / 2 Family Dwelling			R	R	X																						
Townhouse			R			X	X	X	X	X																	
Condominium			R			X	R	X	X	X													X				
Apartment Building <i>Low Rise</i>			R			X	X	X	X	X																	
Apartment Building <i>High Rise</i>			X			X	X	X	X	X																	
Mobile Home Park				S																							
Special Care Homes														R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD	
Homes for Handicapped or Infirm			X	X						R			X														
Nursing Care, Intermediate Care Homes			X	X						R			X														
Halfway Houses										S																	
Lodging														R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD	
Hotel / Motel (12+ rooms)						X	R	X	R	X													X				
Inn (up to 12 rooms)						X	X	X	R	X																	
Bed and Breakfast (1-5 rooms)			X	X			X			X	R	X															
Tourist Homes (renting by the day or week)	X	X	X	X	X	X	X			X	X	X															
Office, Clerical, Research and Services (Not primarily related to goods and merchandise)														R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD	
Home Occupation (No customer/client traffic generation)	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R				
Operations designed to attract and serve customers or clients on the premises					X	R				R	R	R	R	R	R	R	R	R	R	R	R	R	X				
Operations designed to attract little or no customers or client traffic other than employees of the entity					R	R				R	R	R	R	R	R	R	R	R	R	R	R	R					
Office building (multiple offices)						X	R	R	R	X	R	R															
Operations with drive up window						X	X	R	X	X													X				
Work / Live Unit					R	R				R	R	R	R	R	R	R	R	R	R	R	R	R					
Services and Enterprises Relating to Animals														R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD	
Veterinarian (small animals only)					X	X				R	X	X															
Veterinarian (small / large animals)				S						X		X	X														
Boarding Kennel				S						X		X	X														

Note: R = permitted by right
 X = permitted with Planning Commission Approval
 S = permitted as Special-use (hearing)

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Gulfport

CHART OF PERMITTED USES																
* Need not be conducted entirely within a completely enclosed structure.																
R = Allowed by Right P = Planning Commission approval X = Special exception -- = Not allowed A = Administrative																
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-3	B-4
RESIDENTIAL																
Dwelling, one-family	R	R	R	R	R	R	R	R	R	R	R	R	--	--	P	--
Dwelling, one-family, as an accessory or industrial use	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P
Dwelling, two family	--	--	--	--	--	--	P	R	R	R	R	R	--	--	P	--
Dwelling, multiple-family	--	--	--	--	--	--	--	R	R	R	R	R	P	P	R	--
Dwelling, townhouse	--	--	--	--	--	--	--	R	R	R	R	R	P	P	P	--
Dwelling, zero lot line	--	--	--	--	--	P	P	R	R	R	R	R	--	--	P	--
Mobile home, on an individual lot	R	R	--	--	--	--	P	--	--	--	--	--	--	--	--	--
Hotel/motel, including restaurant and	--	--	--	--	--	--	--	--	--	--	--	R	R	R	R	R

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Mayor and Board of Aldermen**

Harrison County, Mississippi Zoning Ordinance

SECTION 415- TABLE OF USES	A-1	E-1	R-1	R-2	R-3	O-1	C-1	C-2	C-3	I-1	I-2
R = Uses permitted by right C = Uses requiring conditional approval S = Uses requiring establishment of a Special Use District B = Uses requiring Board of Supervisors Approval											
Drinking establishment a. When not accessory to a principal use, a drinking establishment must be located further than 1000 feet from a church, school, kindergarten, or non-profit daycare center. The distance shall be measured between buildings. *0602HC042 07-20-06							C	C	R	R	R
Drug store						C	C	R	R	R	R
Dry cleaning pick-up station							C	R	R	R	R
Dry cleaning plant a. Such drycleaning plant shall comply with all of the requirements of the County Fire Prevention Code. b. Such plant shall be designed to operate in a manner that will not emit smoke, odor, or objectionable waste materials and which will not produce noise that will carry beyond the walls of the building occupied by such plant.							C		R	R	
Dwelling unit for proprietor, manager or night watchman as an accessory use to a conforming business or industrial use. One accessory unit may be permitted. *0301HC072 06-02-03							C	C		C	C
Dwelling, attached single- household						C	R	R			
Dwelling, detached single- household	R	R	R	R	R	R	R	R			
Dwelling, duplex						R	R	S			
Dwelling, reduced lot line *0208HC042 04-07-03						C	R	R			
Dwelling, guest cottage All guest cottage dwellings shall comply with the following conditions:	C	C	C	C		C	R				

**Section 807
Townhouse and Reduced Lot Line Residential Uses**

807.01 The purpose of this use is to provide for the development of moderate to high-density residential uses and structures in moderately spacious surroundings but so designed as to protect the health, safety and welfare of the public. In fulfilling the purpose of this use, the townhouse or row house concept may be used which permits the construction of single-family dwellings immediately adjacent to one another without side yards between the individual units. The purpose of this use may also be fulfilled by the use of the reduced lot line concept which permits the construction of detached single-family dwellings on smaller lots with a reduced side yard requirement on one side of the lot. The area and dimensional requirements specified in Table 807-1 below shall apply to Townhouse and Reduced Lot Line developments.

The words "at least" were inserted in Long Beach code.

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Harrison County, Mississippi Zoning Ordinance

- 807.02 Townhouses and reduced lot line development shall meet the minimum standards for Type I developments as established in the Harrison County Land Use Regulations.
- 807.03 A reduced lot line development shall not be created on a parcel of land having less than two acres.
- 807.04 Reduced lot line dwellings shall be located on adjoining lots such that there is a minimum of 15' between buildings.
- 807.05 Lots created for reduced lot line development shall be part of a recorded subdivision. Reduced lot line dwelling units shall be located as depicted on the recorded subdivision plat.
- 807.06 With the exception of a townhouse located at the end of a row, townhouses shall be constructed without side yards.
- 807.07 All townhouse and reduced lot line developments subject to review and approval by the Planning Commission shall submit a conditional use permit application supplemented with a Master Plan prepared in the manner specified for Special Use Districts in Article V Section 500.05. *0303HC042 0407/03.

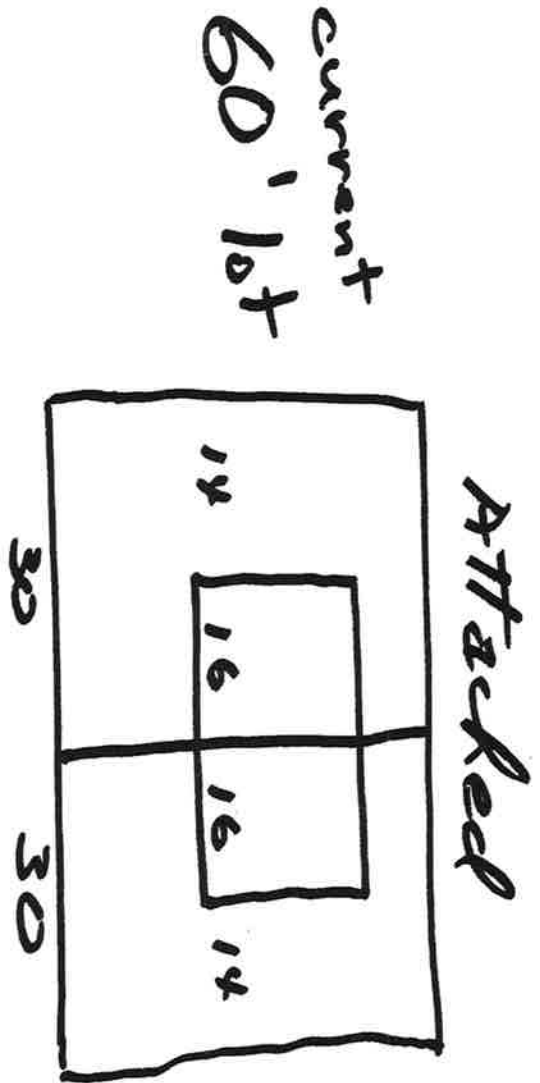
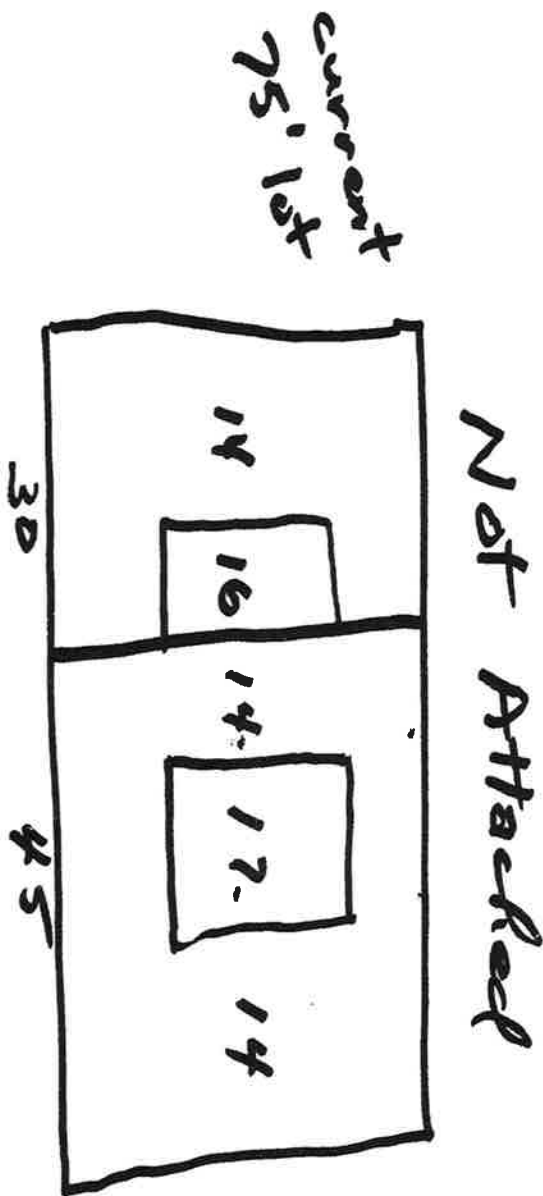
**Minutes of April 4, 2017
Mayor and Board of Aldermen**

Gulfport

(2) *Limitations on proposed amendments.* Proposed amendments to effect a change in district classification shall be subject to the following limitations:

(a) *Minimum areas for new districts.* New districts which do not abut districts of the proposed classification created by amendment shall contain at least the following areas:

R-1, R-1-5, R-1-7.5, R-1-10, R-1-15, R-3 or R-4 Districts:	Four (4) acres, except where the proposed district would abut an existing district zoned the same as the proposed district.
R-2 District:	Four (4) acres, except where the proposed district would abut an existing R-2, R-O or R-B District.
R-O District:	Four (4) acres, except where the proposed district would abut an existing R-O, R-B or B-1 District.
R-B District:	Four (4) acres, except where the proposed district would abut an existing R-B, B-1, B-2, or B-3 District.
B-1 District:	Two (2) acres, except where the proposed district would abut an existing B-1, B-2, B-3, I-1, or I-2



"Coming to a theater near you!"

- Approve the work session minutes of the Mayor and Board of Aldermen dated March 28, 2017, as submitted.

Minutes of April 4, 2017
Mayor and Board of Aldermen

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to move Agenda Item IX.3. NEW BUSINESS – Barney Hill-JEL Investments Sketch Plat Subdivision, forward on the agenda for discussion prior to approval of the March 23, 2017, Planning Commission minutes.

*

*

Mr. Hill, Linda H. Powell and Horace Chalstion, having stated their objection to approval of the sketch plat subdivision submitted by JEL Investments, did not have any further comments and the Mayor recognized Rick Tubertini, Attorney at Law, representing David Crane.

Attorney Tubertini addressed access to the proposed project by emergency vehicles, cited various regulations in the subdivision ordinance, noting that the sketch proposal as submitted violates city ordinances.

The City Attorney advised that the sketch approval is preliminary and subdivision plats would have to be submitted for final approval in addition to an application for a public hearing for any type of variance or special exception that would be required, in order to proceed with the preliminary sketch approval as submitted.

After considerable discussion and debate, no official action was required or taken.

*

*

There came on for consideration the public hearing and regular meeting minutes of the Long Beach Planning Commission dated March 23, 2017, and Alderman Hammons made motion seconded by Alderman Carrubba, for discussion, to approve the aforesaid minutes as submitted, and to schedule a public hearing, Wednesday, May 3, 2017, at 5:00 p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to consider an application for Zone Map Change submitted by John R. Lankford for his property located on the Northwest corner of Klondyke Road and 28th Street, Map Parcel #610N-01-004.000..

Upon discussion, Alderman Carrubba requested that the minutes be approved with exception to approval of the Review/Sketch Plat Approval – Zero Lot Development (Ordinance 598, Section 123) – JEL Investments.

After considerable discussion and debate, Alderman Carrubba rescinded his second and offered substitute motion, seconded by Alderman Parker, to approve the public hearing and regular meeting minutes of the Long Beach Planning Commission dated March 23, 2017, with exception to approval of the Review/Sketch Plat Approval –

**Minutes of April 4, 2017
Mayor and Board of Aldermen**

Zero Lot Development (Ordinance 598, Section 123) – JEL Investments, for further review and deliberation.

After considerable discussion, the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary Ponthieux	voted	Nay
Alderman Kelly Griffin	voted	Nay
Alderman Leonard Carrubba, Sr.	voted	Aye
Alderman Mark Lishen	voted	Nay
Alderman Ronnie Hammons, Jr.	voted	Nay

The question having received the NEGATIVE vote of a majority of the Aldermen present and voting, the Mayor declared the motion NOT carried.

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*

Upon further discussion, Alderman Hammons restated the original motion to approve the public hearing and regular meeting minutes of the Long Beach Planning Commission dated March 23, 2017, as submitted, and to schedule a public hearing, Wednesday, May 3, 2017, at 5:00 p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to consider an application for Zone Map Change submitted by John R. Lankford for his property located on the Northwest corner of Klondyke Road and 28th Street, Map Parcel #610N-01-004.000, seconded by Alderman Lishen. The question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Nay
Alderman Gary Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Leonard Carrubba, Sr.	voted	Nay
Alderman Mark Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried.

*

*

Upon further discussion, it was noted for the record that the last page of Steve Nicosia's presentation to the Long Beach Planning Commission regarding the preliminary sketch approval submitted by JEL Investments was inadvertently omitted from the minutes of March 23, 2017, and Alderman Parker made motion seconded by

Minutes of April 4, 2017
Mayor and Board of Aldermen

Alderman Carrubba and unanimously carried to correct the minutes to include same, as follows:

- (b) A subdivision in which the access requirement of Section 2 is satisfied by a private road that meets neither the public street standards nor the standards set forth in Section 2 may be developed so long as, since the effective date of this ordinance, not more than three lots have been created out of that same tract.
 - (1) The intent of this subsection is primarily to allow the creation of not more than three lots developed for single-family residential purposes. Therefore, the Long Beach planning commission may not approve any subdivision served by a private road authorized by this subsection in which one or more of the lots thereby created is intended for (i) two-family or multi-family residential use or (ii) any other residential or nonresidential use that would tend to generate more traffic than that customarily generated by three single-family residences.
 - (2) To ensure that the intent of this subsection is not subverted, the Long Beach planning commission may, among other possible options, require that the approved plans show the types and locations of buildings on each lot or that the lots in a residential subdivision served by a private road be smaller than the permissible size of lots on which two-family or multifamily developments could be located or that restrictive covenants limiting the use of the subdivided property in accordance with this Section be recorded before final plat approval.
 - (c) No final plat that shows lots served by private roads may be recorded unless the final plat contains the following notations:
 - (1) "Further subdivision of any lot shown on this plat as served by a private road may be prohibited by the Long Beach Subdivision Ordinance".
 - (2) "The policy of the City of Long Beach is that, if the city improves streets: (i) that were never constructed to the standards required in the Subdivision Ordinance for dedicated streets, (ii) on which 75 percent of the dwelling units were constructed after the effective date of this ordinance, then 100 percent of the costs of such improvements shall be assessed to abutting landowners "
 - (d) The recorded plat of any subdivision that includes a private road shall clearly state that such road is a private road. Further, the seller shall furnish the initial purchase of a newly created lot served by a private road with a disclosure statement outlining the maintenance responsibilities for the road.
- emergency access required*
- No more than 3 lots on a road.*
- SECTION 12. ROAD AND SIDEWALK REQUIREMENTS IN UNSUBDIVIDED DEVELOPMENTS
- (a) Within un-subdivided developments, all private roads and access ways shall be designed and constructed to facilitate the safe and convenient movement of motor vehicle and pedestrian traffic. The provisions of appropriate ordinance dealing with parking and drainage shall determine width of roads, use of curb and gutter, and paving specifications. To the extent not otherwise covered in the foregoing articles, and to the extent that the requirements set forth in this article for subdivision streets may be relevant to the roads in un-subdivided developments, the requirements of this article may be applied to satisfy the standard set forth in the first sentence of this subsection.
 - (b) Whenever a road in an un-subdivided development connects two or more sub-collector, collector, or arterial streets in such a manner that any substantial volume of through traffic is likely to make use of this road, such road shall be constructed in accordance with the standards applicable to subdivision streets and shall be dedicated. In other cases when roads in un-subdivided developments within the city are constructed in accordance with the specifications for subdivision streets, the city may accept an offer of dedication of such streets

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices as listed in Docket of Claims number 040417.

There came on for consideration a request from Garnett Stewart regarding her cemetery plots, as follows:

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Mayor and Board of Aldermen

Friday Mar 24, 2017

Mayor and Board of Aldermen
City of Long Beach, Ms

Re. Cemetery Lots # 331

Gentlemen,

I am requesting permission to
quit claim deed to my daughter
Dr. Sarah H. Burns and Steve C. Burns
4284 Beathone Rd. Long Beach, Ms 39560
the SE 1/4 of Lot # 331 and to my cousin
Kenda Stiger and Larry Stiger of
61 Belle Helene Dr. Dusterham, La
70047 Lot # 331 NE 1/4 Copy of deeds
are attached. I would like deeds
put in their names and recorded
if there is any question contact me
at 228-380-3900.

Sincerely
Garnett Stewart

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

There came on for consideration a request from George Haynie and Edward Key to place a camper on the lot at 127 Buena Vista Drive during new construction of a home.

It was noted for the record that the permits have been issued and the home is under construction.

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After considerable discussion, Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve request as submitted for a period not to exceed six (6) months.

There was no report from the Mayor's Office.

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

FIRE DEPARTMENT:

- Step Increase, Lieutenant Craig Ahlers, PS-12-VI, effective April 1, 2017;
- Step Increase, Driver/Operator Josh Allen, FS-10-IV, effective April 1, 2017;
- Step Increase, Firefighter 1st Class Richard Dubuisson, effective April 1, 2017;
- Step Increase, Driver/Operator Richard LeNormand, effective April 1, 2017;
- Step Increase, Driver/Operator Johnathan Malley, effective April 1, 2017;
- Step Increase, Driver/Operator Kelly Whitman, effective April 1, 2017.

BUILDING PERMIT OFFICE:

- Step Increase, Permit Clerk Veronica Howard, CSA-7-X, effective April 1, 2017.

LIBRARY:

- Resignation of Blayne McPherson effective immediately;
- Part Time Hire, Pam Pang, \$8.00 per hour, no benefits, effective April 5, 2017;
- Part Time Hire, Shanna Yarbrough, \$8.00 per hour, no benefits, effective April 10, 2017.

POLICE DEPARTMENT:

- Step Increase, Police Officer 1st Class James Balius, PS-9-I, effective April 1, 2017;
- Step Increase, Police Officer 1st Class William Lansdale, PS-9-B, effective April 1, 2017;
- Step Increase, Commander William Seal, PSA-14-XVI, effective April 1, 2017;
- Step Increase, Dispatcher J.D. Zugg, PS-3-IV, effective April 1, 2017.

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve the CMT Advantage Equipment Maintenance Plan, Police Department, as follows:

**Minutes of April 4, 2017
Mayor and Board of Aldermen**

MAINTENANCE CONTRACT QUOTATION

Party Number : 137562
Customer Name : Long Beach Police
Department
Contract Number : 023733

Date: Mar 15, 2017

Quote To:

William Seal
Long Beach Police Department
P.O. Box 929,
LONG BEACH, MS- 39560
228 - 865-1981
lt.seal@cityoflongbeachms.com

Billing Address:

Customer: Long Beach Police Department
Address 1: P.O. Box 929,
Address 2: 201 Alexander Road
City, State, ZIP : LONG BEACH, MS - 39560

Proposed Contract Information						
Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
1	930160-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, 500P, DEVICE ONLY, DOMESTIC, In Accordance with Attached Maintenance Plan	May 1, 2017	Apr 30, 2018	0.00	1,438.80

Type of Equipment	
Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP - TAA

Proposed Contract Information						
Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
2	950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS. In Accordance with Attached Maintenance Plan	May 1, 2017	Apr 30, 2018	0.00	300.00

Type of Equipment	
Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP - TAA

Proposed Contract Information						
Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
3	950084-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE. In Accordance with Attached Maintenance Plan	May 1, 2017	Apr 30, 2018	0.00	100.00

Type of Equipment	
Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP - TAA

Contract Amount	\$1,838.80
------------------------	------------

If tax exempt, please supply copy of current tax exempt certificate. Cross Match will automatically charge tax on your invoice unless you supply copy of current tax exempt certificate with your order.

To renew your maintenance contract, fax signed copy of Quote or Purchase Order which references the Quote Number in the Body of the Purchase Order by date of expiration to Fax Number (561) 828-7717.

3950 RCA Blvd. Suite 5001 Palm Beach Gardens, FL 33410 PHONE 561.622.1650 FAX 561.828.7717 www.crossmatch.com
MP REV / 08-13-2012

Minutes of April 4, 2017
Mayor and Board of Aldermen

If not renewing, check this box and return by fax.

Contract Renewal Offered by:

Gwenn Huson
Maintenance Contracts Administrator
Phone: 650-474-4010
Email: Gwenn.Huson@CrossMatch.com
Date : Mar 15, 2017

Contract Accepted by: _____
Print Name: _____
Date: _____

Customer Name : Long Beach Police Department

Scanner Serial Number(s) Confirmation:

001003010 D 2017

Customer Notes /Comments (Please use the space below to update address and contact information.)

Minutes of April 4, 2017 Mayor and Board of Aldermen



CMT ADVANTAGE

EQUIPMENT MAINTENANCE PLAN

Equipment Eligibility: The contract period for the Maintenance Plan commences after the Limited Warranty or First Year Maintenance Plan ends. Equipment is eligible for a Maintenance Plan provided that the warranty has not expired. Any such Equipment deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Crossmatch prior to the Equipment being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Equipment. If the result of the audit indicates the Equipment is ineligible for Maintenance, Crossmatch will indicate what changes to the Equipment are required to make the Equipment eligible. The audit and any required changes to the Equipment are a billable service at the hourly and material rates in effect at the time the service is ordered. This Maintenance Plan shall not apply to any software, purchaser-furnished equipment or software, third party software or End User-furnished equipment.

Fees and Charges: The prices for the Maintenance Plan can be found in the Crossmatch Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Crossmatch that are outside the scope of the Maintenance Plan are billable to Purchaser at Crossmatch's hourly and material prices in effect at the time of service.

Technical Support: This Maintenance Plan provides Purchaser with post-warranty remedies for Equipment defects. To obtain service under this Maintenance Plan, Purchaser must contact the Crossmatch Customer Care Center. Purchasers may report any defects in the Equipment by contacting Crossmatch's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Crossmatch will ship replacement equipment no later than the next business day to locations in the United States. Crossmatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Crossmatch certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Crossmatch's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any equipment prior to shipping the defective unit to Crossmatch. All data and/or personally identifiable information on any Crossmatch Equipment or parts thereof, in either case, replaced or repaired by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSSMATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSSMATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.

Exclusions: Crossmatch shall incur no liability under this Maintenance Plan and is voidable by Crossmatch if in Crossmatch's sole reasonable opinion: (a) the Equipment is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Equipment manual; (b) the Equipment is not maintained as specified in the manual; (c) the Equipment is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Crossmatch); (e) the Equipment is installed or used in combination or in assembly with Equipment not supplied or authorized by Crossmatch; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Equipment has not been timely made.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Crossmatch Sales at 866-725-3926. For an additional charge (Part #930158) Maintenance Plan covers third party peripheral equipment (such as laptops and printers) that were purchased from Crossmatch in conjunction with the purchase of the Crossmatch Equipment.

Crossmatch's obligations hereunder are contingent upon your providing the Equipment serial number as proof-of-purchase, and upon Crossmatch's determination that the suspected malfunction is actually due to defects in material or workmanship.

THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE EQUIPMENT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Crossmatch reserves the right to improve/modify Equipment at any time, at its sole discretion, as it deems necessary. The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.



CROSSMATCH ADVANTAGE SOFTWARE MAINTENANCE PLAN

1. **SCOPE OF COVERAGE.** The following sets forth the terms and conditions under which Cross Match Technologies, Inc., and its affiliates, including but not limited to DigitalPersona, Inc. (collectively, "Crossmatch"), will provide maintenance services ("Maintenance Plan"). Each Maintenance Plan is for a period of twelve (12) months.

2. **MAINTENANCE SERVICES.** Subject to the terms of this Maintenance Plan and Purchaser's payment of all Maintenance fees Crossmatch will provide the following:

2.1. **Maintenance.** Crossmatch will use commercially reasonable efforts to acknowledge and address reported and reproducible material defects in the Software which prevent the Software from performing substantially in accordance with the Documentation (each a "defect or issue"). Crossmatch will receive Purchaser's reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Purchaser, Crossmatch will deliver to Purchaser, as made commercially available by Crossmatch, bug fixes, maintenance updates and Major Releases for the Software ("Updates"), which will thereafter be considered "Software". As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. At its expense and as deemed appropriate by Crossmatch in its sole discretion, Crossmatch will furnish Purchaser with revised Documentation (including release notes identifying each change) with each Update.

2.2 **Resolution.** Except as otherwise expressly set forth herein, Crossmatch will use commercially reasonable efforts to resolve each reported defect or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Crossmatch intends to address the reported defect or issue and an estimate on how long it may take to remedy or work around the error or issue. Purchaser acknowledges that in order to perform Maintenance, Crossmatch may require access to and a copy of code in Purchaser's possession (or that of Purchaser's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Purchaser agrees to provide access, assistance and information to Crossmatch as required to resolve defects or issues with the Software.

2.3 **Other Defects and Issues.** If Purchaser reports a defect or issue with the Software that is scheduled by Crossmatch to be addressed in a later Update, Crossmatch may address such defect or issue in such Update. Purchaser agrees to pay Crossmatch at Crossmatch's standard rates for all effort expended towards resolution of any defect or issue which is later determined to result from any cause other than an error or issue in the Software.

3. **SUPPORT LINES.**

3.1 **First Line Support.** Purchaser shall establish and maintain the organization and processes to provide first line support directly to any of Purchaser's customers and/or end users. Crossmatch shall have no obligation to provide any first line support to Company's customers and/or end users. First line support shall include: (a) a direct response to Company's customers and/or end users with respect to problems or inquiries concerning the performance, functionality or operation of the Software; (b) a diagnosis of problems or performance deficiencies in the Software; and (c) a resolution of problems or performance deficiencies in the Software.

3.2 **Second Line Support.** Crossmatch shall maintain the organization and processes necessary to provide second line support for the Software to Purchaser. Such second line support shall be provided to Purchaser only if, after reasonable commercial effort, Purchaser is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second line support will be provided to designated and trained representatives of Purchaser. Crossmatch shall have no obligation to provide second line support directly to any of Company's customers and/or end users. In order to assist Crossmatch in providing such second line support, Purchaser will provide Crossmatch with the ability to access Purchaser's computer platforms which utilize the Software (including but not limited to access to configuration information and error logs) and provide assistance to Crossmatch in order to facilitate Crossmatch's use of remote administration tools relating to the Software. Second line support will be provided primarily through web-based support services and through telephone support in English utilizing VOIP or direct dial voice connection toll free in the United States and Canada at (866)276-7761, internationally at +1-561-622-9210 or by email at CMCC@crossmatch.com.

4. **WARRANTY.**

4.1 **Limited Warranty.** Crossmatch represents and warrants that the Maintenance provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that Purchaser's sole and exclusive remedy and Crossmatch's sole and exclusive obligation for a breach of the foregoing warranty shall be for Crossmatch to re-perform such Maintenance in accordance with the foregoing warranty.

4.2 **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1, ALL DELIVERABLES AND SERVICES PROVIDED BY CROSSMATCH PURSUANT TO THIS MAINTENANCE PLAN ARE PROVIDED "AS IS", AND CROSSMATCH AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY

3950 RCA Blvd, Suite 5001 Palm Beach Gardens, FL 33410 PHONE 561.622.1650 FAX 561.828.7717 www.crossmatch.com
MP REV / 08-13-2012

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KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CROSSMATCH AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR MAINTENANCE WILL BE FREE FROM BUGS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY OTHER REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE MAINTENANCE OR THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. COMPANY ACKNOWLEDGES THAT CROSSMATCH IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSON OR ENTITY OTHER THAN CROSSMATCH, INCLUDING ITEMS SUPPLIED OR SERVICES PERFORMED BY COMPANY.

5. SERVICE LIMITATIONS. The Maintenance does not include, nor will Crossmatch be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Software not performed or recommended by Crossmatch; (b) any use of the Software on a system that does not meet Crossmatch's minimum standards for such as set forth in the applicable Documentation; (c) any third party hardware or software not supported or embedded by Crossmatch; (d) any configuration of the Software (or hardware configurations) other than as recommended by Crossmatch; (e) changes in the communications network protocol and configuration parameters after the Software was installed; (f) Company's failure to back up data; (g) data recovery from back up due to hardware failure; (h) data loss, damage, destruction distortion, erasure, corruption or alternation from any cause whatsoever (including but not limited to computer virus); (i) upgrades or changes in the computer platform's hardware or software including but not limited to the operation system or storage control software or storage capacity; or (j) any error caused by Purchaser's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any files prior to providing them to Crossmatch. All data and or personally identifiable information received by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

6. MAINTENANCE FEES AND PAYMENT. Payment of Maintenance fees are due annually in advance. This Maintenance Plan is a final sale and is not refundable. In the event that Maintenance is discontinued or suspended, to reinstate or renew Maintenance, Crossmatch reserves the right to charge Maintenance fees for the interim period during which Maintenance was discontinued or suspended.

7. TERM AND TERMINATION. This Maintenance Plan shall remain in effect for one (1) year from the Delivery Date. Purchaser may terminate this Maintenance Plan if Crossmatch materially breaches the terms of this Maintenance Plan and such breach remains uncured for thirty (30) days after written notice, in which case Purchaser's sole and exclusive remedy shall be to receive a refund in an amount equal to the most-recent maintenance fee paid by Purchaser to Crossmatch multiplied by a fraction, the numerator of which is the number of whole months remaining in the then current maintenance period and the denominator of which is twelve (12). The expiration or termination of this Maintenance Plan shall not terminate or otherwise affect the Agreement.

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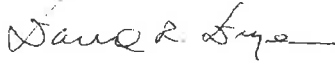
Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve the March 31, 2017, minutes of the Long Beach Election Commission, as follows:

MINUTES
LONG BEACH MUNICIPAL
ELECTION COMMISSIONERS

The Long Beach Municipal Election Commissioners met on Friday, March 31, 2017. Those present were E. King Batey, Joe Fleming and David R. Drye. The purpose of the meeting was to appoint members to the Resolutions Board as part of the Municipal Elections Committee.

After discussion, the following individuals have been contacted and have agreed to serve on the Resolutions Board; Charlotte Timmons, Jackie Hansen and Warren Painter. All three individuals are registered voters in the city.

Respectfully Submitted,



David R. Drye, Recorder

No official action was required or taken regarding derelict properties.

The Mayor recognized the City Attorney for his report and Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to approve the Interlocal Agreement between the Board of Supervisors of Stone County, the Board of Supervisors of Harrison County and the City of Long Beach, for the Housing of Long Beach prisoners, as follows:

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**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE BOARD OF SUPERVISORS OF STONE COUNTY, MISSISSIPPI,
THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AND
THE CITY OF LONG BEACH, MISSISSIPPI, FOR THE
HOUSING OF LONG BEACH PRISONERS AT THE
STONE COUNTY REGIONAL CORRECTIONAL FACILITY**

WHEREAS, STONE COUNTY, MISSISSIPPI, by and through its Sheriff and Board of Supervisors, HARRISON COUNTY, MISSISSIPPI, by and through its Sheriff and Board of Supervisors, and the CITY OF LONG BEACH, MISSISSIPPI, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. § 17-13-1 *et seq.* (1972), as amended; and

WHEREAS, the purpose of this Agreement is to provide that Stone County will, during the term hereof and under the conditions set forth in this Agreement, acting through its Sheriff, provide housing at the Stone County Regional Correctional Facility and any needed medical treatment for Long Beach misdemeanor prisoners upon payment of certain fees by Harrison County and Long Beach under the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is necessary due to the fact that at times the Harrison County Adult Detention Center may be in need of additional inmate housing and that Stone County is ready, willing and able to provide the necessary shelter for Long Beach's prisoners in order to protect the citizens of Harrison and Stone Counties from said prisoners; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Stone County, Mississippi, Harrison County, Mississippi, and the City of Long Beach, Mississippi, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in corrections and law enforcement at minimum cost to the taxpayers.

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NOW, THEREFORE, BE IT RESOLVED by Stone County, Mississippi, by and through its Board of Supervisors, (hereinafter "Stone"), Harrison County, Mississippi, by and through its Board of Supervisors, (hereinafter "Harrison"), and the City of Long Beach, Mississippi, by and through its Mayor and Board of Aldermen, (hereinafter "Long Beach"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by Miss. Code Ann. § 17-13-7(1), (1972), as amended, and subject to the approval of the Attorney General of the State of Mississippi; Stone, Harrison and Long Beach agree as follows, to-wit:

SECTION I. Administration.

This Agreement will be administered in accordance with the terms and conditions set forth herein by Stone County, Mississippi, under the direction of its Sheriff and Board of Supervisors, Harrison County, Mississippi, under the direction of its Sheriff and Board of Supervisors, and the City of Long Beach, Mississippi, under the direction of its Mayor and Board of Aldermen. There will be no administrative fee assessed to any party.

SECTION II. City of Long Beach Prisoners.

Stone, Harrison and Long Beach recognize that under Section 135 of the Mississippi Constitution and Miss. Code Ann. § 19-25-1, *et seq.* (1972), as amended, the Sheriffs of Stone and Harrison are the chief law enforcement officers of their respective Counties with criminal jurisdiction and civil process jurisdiction throughout the incorporated and unincorporated areas of each respective County. Stone, Harrison and Long Beach recognize that pursuant to Miss. Code Ann. § 47-1-39 (1972), as amended, a municipality may contract with the Board of Supervisors for the housing of municipal prisoners.

Stone, Harrison and Long Beach agree that by the execution of this Agreement, the parties agree to the following:

- (a) Upon request of either Long Beach or the Sheriff of Harrison County, Stone will provide jail facilities, shelter, food and medical treatment for Long Beach prisoners to be housed at the Stone

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County Regional Correctional Facility, located at 1420 Industrial Park, Wiggins, Mississippi 39577, provided the prisoners can be housed in a dormitory type housing unit. The Harrison County Sheriff's Department shall be responsible for transporting the Long Beach Prisoners from Harrison County to Stone County for incarceration at the Stone County Regional Correctional Facility. Stone County has the absolute and unconditional right to refuse to accept for housing or to continue to house any prisoner after acceptance. If a prisoner is rejected by Stone County, Long Beach will pick up the prisoner immediately for removal.

(b) Stone County agrees to provide all Long Beach Prisoners the necessary medical and dental care to the extent that it can be provided at the Stone County Regional Correctional Facility. If a prisoner needs medical or dental care other than what is provided at the Stone County Regional Correctional Facility, the inmate shall be transported to the nearest doctor and/or hospital. Regardless if medical or dental care is provided by a physician at the Stone County Regional Correctional Facility or is provided outside the facility, then Long Beach shall be responsible for those hospital, doctor, medical, dental, prescription costs/bills and other medical providers' charges incurred by and on behalf of the Long Beach Prisoners which are reasonable and necessary (as opposed to routine) as governed by Miss. Code Ann. §§ 47-1-57 and 47-1-59 (1972), as amended, and will be billed as provided in Section III herein. With the exception of medical emergencies, the Stone County Regional Correctional Facility shall notify the Sheriff of Harrison County or his designated representative and obtain prior approval for the Long Beach Prisoner to see a physician for treatment. Additionally, despite the fact that Long Beach did not authorize any medical care rendered, it will still be the responsibility of Long Beach to pay all direct or indirect medical and/or physician bills and expenses incurred on behalf of Long Beach Prisoners. Long Beach and Harrison will be billed in accordance with Section III herein.

(c) Other than the initial transport of Long Beach Prisoners to the Stone County Regional Correctional Facility for housing, which will be provided by the Harrison County Sheriff's Department,

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the City of Long Beach Police Department shall provide transportation for the Long Beach Prisoners housed in the Stone County Regional Correctional Facility to go to court, hospitals, doctors' office visits, psychological testing and evaluations and for all other purposes.

(d) If emergency conditions require Stone to transport a Long Beach Prisoner for emergency medical services that cannot be rendered at the Stone County Regional Correctional Facility, then Long Beach shall reimburse Stone for all reasonable actual transport expenses incurred until such time as the Stone transport officer is relieved by a Long Beach police officer or the Long Beach Prisoner is released on an own recognizance bond.

(e) In cases of emergency, be it medical or otherwise, the Stone County Correctional Facility staff will comply with Federal and State laws in protecting the health and wellbeing of the inmates. Should the medical staff at the facility feel that immediate attention is needed for any Long Beach Prisoner and waiting for the Long Beach Police Department to come and make the transport would further jeopardize the health of the prisoner then the transport will be made by ambulance or a facility vehicle and Long Beach shall reimburse Stone for its expenses. Despite the fact that Long Beach did not authorize the transport, it will still be the responsibility of Long Beach to pay all costs for the transport and the expenses of providing security until the Long Beach Police Department can begin providing the necessary security.

(f) Long Beach and/or Harrison shall notify the Stone County Regional Correctional Facility each day of prisoners that will be delivered or picked up and a receipt will be signed for the prisoners who are picked up.

(g) Stone shall send by fax to the Harrison County Sheriff each week the number of spaces available for inmate housing.

(h) At the time of transfer, any balance on a prisoner's canteen account will be transferred to the Stone County Regional Correctional Facility canteen account.

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(i) Stone shall be solely responsible for complying with Federal and State laws regarding the treatment, protection and maintenance of the health and wellbeing of prisoners in its custody.

(j) By execution of this Agreement, all parties acknowledge that Long Beach and Harrison do not assume any liability for the operation of the Stone County Regional Correctional Facility by Stone or the Stone County Sheriff's Department with respect to any claims that anyone may have which arise solely out of the operation of the Stone County Regional Correctional Facility rather than as a result of some action or inaction on the part of Long Beach, Harrison or their respective agents, servants or employees.

(k) The contact person at the Harrison County Adult Detention Center is Sheriff Troy Peterson and Chief Deputy _____.

SECTION III. Cost of Housing and Providing Necessary Services to Long Beach Prisoners at Stone County Regional Correctional Facility.

It is agreed that Long Beach will pay all medical, dental, doctor, nursing, prescription costs and other medical costs and expenses related to the care of Long Beach Prisoners, including providing guards and security when prisoners are confined to a hospital or other medical facility or institution.

Long Beach agrees to pay the sum of Twenty-Five Dollars (\$25.00) per day, per each Long Beach Prisoner incarcerated at the Stone County Regional Correctional Facility. This charge of Twenty-Five Dollars (\$25.00) per day includes food and shelter for said prisoner as well as medical and dental care provided at the Stone County Regional Correctional Facility with the exception of physician assessments which will be Forty Dollars (\$40.00) per each physician visit. Long Beach is responsible for the charge of Twenty-Five Dollars (\$25.00) per day, per prisoner from the time that the prisoner is received by the Stone County Regional Correctional Facility until said prisoner is either: (i) released; (ii) picked up by the Mississippi Department of Corrections or some other law enforcement department; (iii) is bound over for action by the Grand Jury; and/or (iv) waives indictment. Long Beach is also responsible for the Forty

**Minutes of April 4, 2017
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Dollars (\$40.00) per each physician visit that a Long Beach Prisoner is assessed and/or treated by a physician.

Stone shall render to Harrison a monthly statement for all costs and expenses incurred for the housing and care of Long Beach Prisoners, which includes, but is not limited to, all hospital, doctor, dental, medical, prescription costs/bills, and other medical providers' charges together with the Twenty-Five Dollars (\$25.00) per day charge per each Long Beach Prisoner. Harrison shall remit the full amount due to Stone within thirty (30) days of receipt. Harrison will then, in turn, bill Long Beach for reimbursement of these charges. Long Beach shall reimburse Harrison on a monthly basis within thirty (30) days of receipt of Harrison's statement for the full amount paid by Harrison to Stone for the housing and care of Long Beach Prisoners.

For purposes of this Agreement, the term "Long Beach Prisoner" is defined as any individual who is incarcerated pursuant to an arrest by City of Long Beach police officers upon a misdemeanor charge or upon a felony charge where the alleged offense occurred within the corporate limits of the City of Long Beach pending the filing of a Court Order binding the arrested defendant over for action by Grand Jury. The Twenty-Five Dollars (\$25.00) rate per day shall continue so long as the Long Beach Prisoner remains incarcerated at the Stone County Correctional Facility or until such time as the Long Beach Prisoner is bound over for action by the Grand Jury and/or waives indictment. Provided, however, a Long Beach Prisoner sentenced to serve a jail term by the Municipal Court of Long Beach shall continue to be the responsibility of Long Beach and Long Beach shall be responsible for payment of the Twenty-Five Dollars (\$25.00) per day per Long Beach Prisoner and for medical expenditures as provided within this Section III. Such responsibility shall continue during such jail term.

SECTION IV. Financing.

The parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing, staffing, supplying or

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budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION V. Joint Board Provisions.

The terms and provisions of this Agreement do not require the establishment of a Joint Board.

SECTION VI. Title to Real and Personal Property.

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by Stone County, Mississippi, or purchased by Stone County, Mississippi, pursuant to this Agreement shall remain the property of Stone County, Mississippi, upon termination of this Agreement. All real and personal property owned by Harrison County, Mississippi, or purchased by Harrison County, Mississippi, pursuant to this Agreement shall remain the property of Harrison County, Mississippi, upon termination of this Agreement. All real and personal property owned by Long Beach, Mississippi, or purchased by Long Beach, Mississippi, pursuant to this Agreement shall remain the property of Long Beach, Mississippi, upon termination of this Agreement.

SECTION VII. Acquisition of Property.

No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

SECTION VIII. Severability.

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION IX. Term of Agreement.

This Agreement shall become effective as the date of approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerks of Stone and Harrison Counties. This Agreement shall terminate upon the expiration of the term of office for the Stone and Harrison County Board of Supervisors in January, 2020. It is anticipated that this Agreement may extend beyond the existing term of the Governing Authority for the City. It is understood and agreed by the parties that upon installation of a new Governing Authority, the City shall either accept or reject continuation of this Interlocal Governmental Cooperative Agreement by Resolution duly spread upon its minutes. This Agreement may be unilaterally terminated by any party by giving thirty (30) days written notice to the other parties. This Agreement may be renewed by Stone, Harrison and Long Beach by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that Stone, Harrison and Long Beach shall notify each other, no later than thirty (30) days prior to the 1st day of January 2020, that they intent to renew or reject the Agreement for another period of time to be agreed upon but not longer than each governing board's term of office.

SECTION X. Amendment.

This Agreement may be amended, altered or changed upon the written agreement of all parties, provided such amendment is approved by the Attorney General of the State of Mississippi pursuant to Miss. Code Ann. § 17-13-1 et seq. (1972), as amended.

SECTION XI. Approval by the Mississippi Attorney General.

Stone, Harrison and Long Beach direct that after the execution of this Agreement the same shall be forwarded the Attorney General of the State of Mississippi for his approval as provided by law. Should the Mississippi Attorney General fail to approve any section of the services listed herein, the Governing Authorities of Stone, Harrison and Long Beach will be required to adopt a newly drafted agreement unless otherwise stated by the Attorney General.

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The Clerks of Stone, Harrison and Long Beach shall spread this Agreement upon the minutes of the respective Governing Authorities and shall, upon receipt of the approval or disapproval by the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi and recorded in the offices of the Mississippi Secretary of State's Office and the Chancery Clerks of Stone and Harrison Counties.

SECTION XII. Joinder Agreement by the Sheriffs of Stone and Harrison.

Stone and Harrison recognize that the services provided herein require the approval and cooperation of their Sheriffs who have constitutional or statutory powers of control of the services to be provided hereunder. Therefore, as a condition precedent to the Agreement, the Sheriffs of Stone and Harrison have approved this Agreement and join herein as signature parties, giving their approval and consent to all matters contained within this Agreement which may be under their jurisdiction or subject to their independent authority and powers.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Minutes of April 4, 2017
Mayor and Board of Aldermen

IN WITNESS WHEREOF, I, PRESIDENT OF THE BOARD OF SUPERVISORS OF STONE COUNTY, MISSISSIPPI, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement fully ascribing to the terms thereof for and on behalf of Stone County, Mississippi, the same having been adopted in a duly constituted session.


WITNESS OUR SIGNATURES, this the 21st day of February, 2017.

STONE COUNTY, MISSISSIPPI



President, Stone County Board of Supervisors

ATTEST:



Clerk of the Board



I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:



Attorney for Stone County, Mississippi

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT:



Sheriff, Stone County, Mississippi

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IN WITNESS WHEREOF, I, PRESIDENT OF THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.


WITNESS OUR SIGNATURES, this the ____ day of _____, 2017.

HARRISON COUNTY, MISSISSIPPI



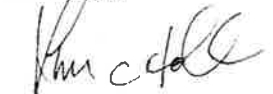
President, Harrison County Board of Supervisors

ATTEST:



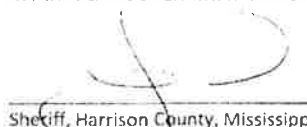
John McAdams, Clerk of the Board

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:



Tim C. Holleman,
Attorney for Harrison County, Mississippi

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT:



Sheriff, Harrison County, Mississippi

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IN WITNESS WHEREOF, I, BILLY SKELLIE, Mayor of the City of Long Beach, Mississippi, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement fully ascribing to the terms thereof for and on behalf of the City of Long Beach, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the 4th day of April, 2017.

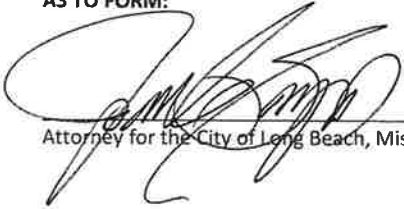
CITY OF LONG BEACH, MISSISSIPPI


Billy Skellie, Mayor

ATTEST:


Rebecca Schruff, City Clerk

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:


Attorney for the City of Long Beach, Mississippi

The City Attorney explained that the Mayor and Board of Aldermen can issue a moratorium under certain circumstances, with definite conditions and for a specific time.

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

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Mayor and Board of Aldermen

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

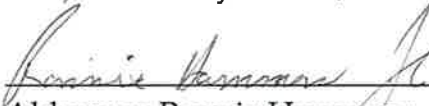
APPROVED:

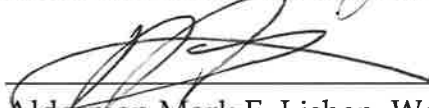

Alderman Leonard G. Carrubba, Sr., At-Large


Alderman Gary J. Ponthieux, Ward 1


Alderman Bernie Parker, Ward 2


Alderman Kelly Griffin, Ward 3


Alderman Ronnie Hammons, Jr., Ward 4


Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

4/18/17
Date

ATTEST:


Rebecca E. Schruff, City Clerk