

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF SEPTEMBER 5, 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.**

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- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. OATH OF OFFICE - DEPUTY CITY CLERK
- V. PUBLIC HEARINGS - DERELICT PROPERTY
  - a. 212 Clower Avenue, Ronald Wade and Leila Wade
  - b. 135 Ocean Wave, Laura McClain
  - c. 247 Reinike Road, James P. Elrod, et al
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. August 15, 2017
  - 2. PLANNING COMMISSION
    - a. August 24, 2107
  - 3. PORT COMMISSION
    - a. August 17, 2017
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 090517
- X. UNFINISHED BUSINESS
  - 1. Appointment to Library Board, July 2017-2022; Expired Term of Mary Freeman
  - 2. Three Appointments to Tree Board; July 2017-2021
- XI. NEW BUSINESS
  - 1. Mississippi Department of Marine Resources-Harrison County Sand Beach Authority Permit Application
- XII. DEPARTMENTAL BUSINESS
  - 1. MAYOR'S OFFICE
  - 2. FIRE DEPARTMENT
    - a. Emergency Proclamation-Hurricane Harvey
    - b. Texas Relief Program - Hurricane Harvey
  - 3. PERSONNEL
    - a. Police Department-(4) Step Increases; (2) Education Pay
    - b. Fire Department-(1) Promotion
    - c. Municipal Court-(1) Resignation; (1) Education Pay
    - d. Library-(1) Retirement
  - 4. UTILITY PARTNERS-PUBLIC WORKS/UTILITY BILLING
    - a. Cable One Business Contract - Dedicated Fax Line
    - b. Proposal to Add GPS Program to Public Works Department
  - 5. CITY CLERK
    - a. Resolution Fix Tax Levy FY 2017-2018
    - b. Resolution Adopt FY 2017-2018 Budget
    - c. Resolution Use of Tent Harrison County Board of Supervisors, CALB
    - d. Request to Waive Rental Fees, Recreation/Senior Facility - Rotary 6840
    - e. FY 2016-2017 Budget Amendments - Various Funds
    - f. Request Refund-Town Green Permit; Haley and Chase Jordan
    - g. Special Event Application LB Concert Choir - Christmas on the Ave.
    - h. Revenue/Expense Report July, 2017
  - 6. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
    - a. Schedule Public Hearing-402 South Burke Avenue, Lanelle Davis
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

**Minutes of September 5, 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 September, 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 George L. Bass, Aldermen Donald Frazer, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting were Aldermen Ronald Robertson, Tricia Bennett, and Mark E. Lishen.

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

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Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve and spread the Oath of Office for Deputy City Clerk upon the minutes of this meeting in words and figures as follows:

Minutes of September 5, 2017  
Mayor and Board of Aldermen

APPOINTMENT, OATH OF OFFICE  
AND  
APPROVAL OF APPOINTMENT  
OF  
KINI GONSOULIN  
AS DEPUTY CITY CLERK

STATE OF MISSISSIPPI  
HARRISON COUNTY  
CITY OF LONG BEACH

I, Rebecca E. Schruff, City Clerk within and for City of Long Beach, Mississippi, do hereby appoint Kini Gonsoulin, my true and lawful Deputy City Clerk in and for Long Beach, Mississippi, for the term beginning September 1, 2017 through December 31, 2017, to do and perform all duties and acts which are required of me lawfully to do as City Clerk.

Given under my hand and the official seal of my office this the 1<sup>st</sup> day of September, 2017.

  
Rebecca E. Schruff, City Clerk

O A T H

I, Kini Gonsoulin, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Deputy City Clerk, Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I am about to enter. So help me God.

  
Kini Gonsoulin, Deputy City Clerk

Sworn to and subscribed before me, this the 1<sup>st</sup> day of September, 2017.

MY COMMISSION EXPIRES:

12/5/19



\*

\*

Be it remembered that three public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held, Tuesday, the 5<sup>th</sup> day of September, 2017, in the Long Beach City Hall Meeting Room, 201 Jeff Davis avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the public hearing the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the public hearing were Aldermen Ronald Robertson, Tricia Bennett, and Mark E. Lishen.

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

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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 212 Clower Avenue and assessed to Ronald Wade and Leila Wade, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the Deputy City Clerk for her report, whereupon, Alderman Parker 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, pursuant to that certain order of the Mayor and Board of Aldermen at a regularly scheduled meeting duly held and convened on August 1, 2017, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Ronald Wade and Leila Wade, 212 Clower Avenue, Long Beach, Mississippi, 39560, as the same appears of record on the Harrison County 2016 Official Real Property Tax Rolls. The Notice of Hearing was "Returned to Sender-Vacant-Unable to Forward" by the USPS on August 10, 2017. Said Notice is as follows:

**Minutes of September 5, 2017  
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  
Rebecca E. Schruoff

CITY ATTORNEY  
James C. Simpson, Jr.

August 1, 2017

MAILED  
Date: 8/2/17

Ronald Wade 91 7199 9991 7036 0716 5041  
Leila Wade 91 7199 9991 7036 0716 5034  
212 Clower Avenue  
Long Beach, MS 39560

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 August 1, 2017, hold a public hearing at 5:00 p.m., Tuesday, September 5, 2017, 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 Ronald and Leila Wade, and situated in the City of Long Beach, Mississippi, at 212 Clower Avenue, 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: 212 Clower Avenue, Long Beach, Mississippi  
Parcel Number: 06111-02-010.000  
Legal Description: LOT 22 ROYAL GROVES 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

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

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**275**

Page 2 of 2

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 1<sup>st</sup> day of August, 2017.

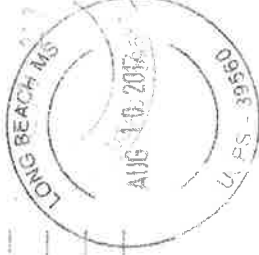
Rebecca E. Schruff  
City Clerk

Minutes of September 5, 2017  
Mayor and Board of Aldermen

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



91 7199 9991 7036 0716 5041



NAME  
1st Notice  
2nd Notice  
3rd Notice  
Ronald Wade  
212 Clower Avenue  
Long Beach MS 39560

NIXIE 395604003-1N 009 08/06/17



39560 CITYCLERK  
Signature Required

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
RETURN TO SENDER



CERTIFIED MAIL

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



91 7199 9991 7036 0716 5034



NAME  
1st Notice  
2nd Notice  
Leila Wade  
212 Clower Avenue

NIXIE 395604003-1N 009 08/06/17



39560 CITYCLERK  
Signature Required

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
RETURN TO SENDER



Wade

Wade

Wade

Tracking Number: 9171999991703607165041

## Delivered Product & Tracking Information

**See Available Actions**

Postal

**Features:**

Product:

Certified

First-Class

Mail™

Mail®

Your item has been delivered to the original sender at 12:32 pm on August 10, 2017 in LONG BEACH, MS 39560.

DATE & TIME	STATUS OF ITEM	LOCATION
August 10, 2017, 12:32 pm	Delivered, To Original Sender	LONG BEACH, MS 39560
<b>Your item has been delivered to the original sender at 12:32 pm on August 10, 2017 in LONG BEACH, MS 39560.</b>		
August 10, 2017, 7:47 am	Available for Pickup	LONG BEACH, MS 39560
August 10, 2017, 7:42 am	Arrived at Unit	LONG BEACH, MS 39560
August 10, 2017, 12:54 am	Arrived at USPS Regional Facility	GULFPORT MS DISTRIBUTION CENTER
August 9, 2017, 7:52 am	Arrived at USPS Regional Destination Facility	MOBILE AL DISTRIBUTION CENTER ANNEX
August 8, 2017, 9:13 am	In Transit to Destination	



**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

DATE & TIME	STATUS OF ITEM	LOCATION
August 7, 2017, 10:13 pm	Departed USPS Facility	TAMPA, FL 33630
August 7, 2017, 7:54 pm	Arrived at USPS Facility	TAMPA, FL 33630
August 4, 2017, 11:17 am	Vacant	LONG BEACH, MS 39560
August 3, 2017, 10:41 am	Undeliverable as Addressed	LONG BEACH, MS 39560
August 3, 2017, 8:15 am	Out for Delivery	LONG BEACH, MS 39560
August 3, 2017, 8:05 am	Sorting Complete	LONG BEACH, MS 39560
August 3, 2017, 7:43 am	Arrived at Unit	LONG BEACH, MS 39560
August 3, 2017, 1:34 am	Departed USPS Regional Facility	GULFPORT MS DISTRIBUTION CENTER
August 2, 2017, 7:24 pm	Arrived at USPS Regional Facility	GULFPORT MS DISTRIBUTION CENTER
August 2, 2017, 6:09 pm	Accepted at USPS Origin Facility	LONG BEACH, MS 39560
August 2, 2017	Pre-Shipment Info Sent to USPS, USPS Awaiting Item	

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**Tracking Number:** 9171999991703607165034

**Delivered  
Product & Tracking Information**

**See Available Actions**

**Postal**                      **Features:**  
**Product:**                      Certified  
First-Class                      Mail\*  
Mail\*

Your item has been delivered to the original sender at 12:32 pm on August 10, 2017 in LONG BEACH, MS 39560.

<b>DATE &amp; TIME</b>	<b>STATUS OF ITEM</b>	<b>LOCATION</b>
August 10, 2017, 12:32 pm	Delivered, To Original Sender	LONG BEACH, MS 39560
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August 2, 2017	Pre-Shipment Info Sent to USPS, USPS Awaiting Item	

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 212 Clower Avenue, Long Beach, Mississippi, on August 2, 2017, by Building Official John Eustace; 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 two photographs taken of 212 Clower Avenue, Long Beach, Mississippi, by Building Official John Eustace on September 5, 2017, depicting the subject property in its present condition; said photographs are as follows:

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**281**



Building Department  
201 Jeff Davis Ave.  
Long Beach, MS 39560  
228-863-1554

September 5, 2017

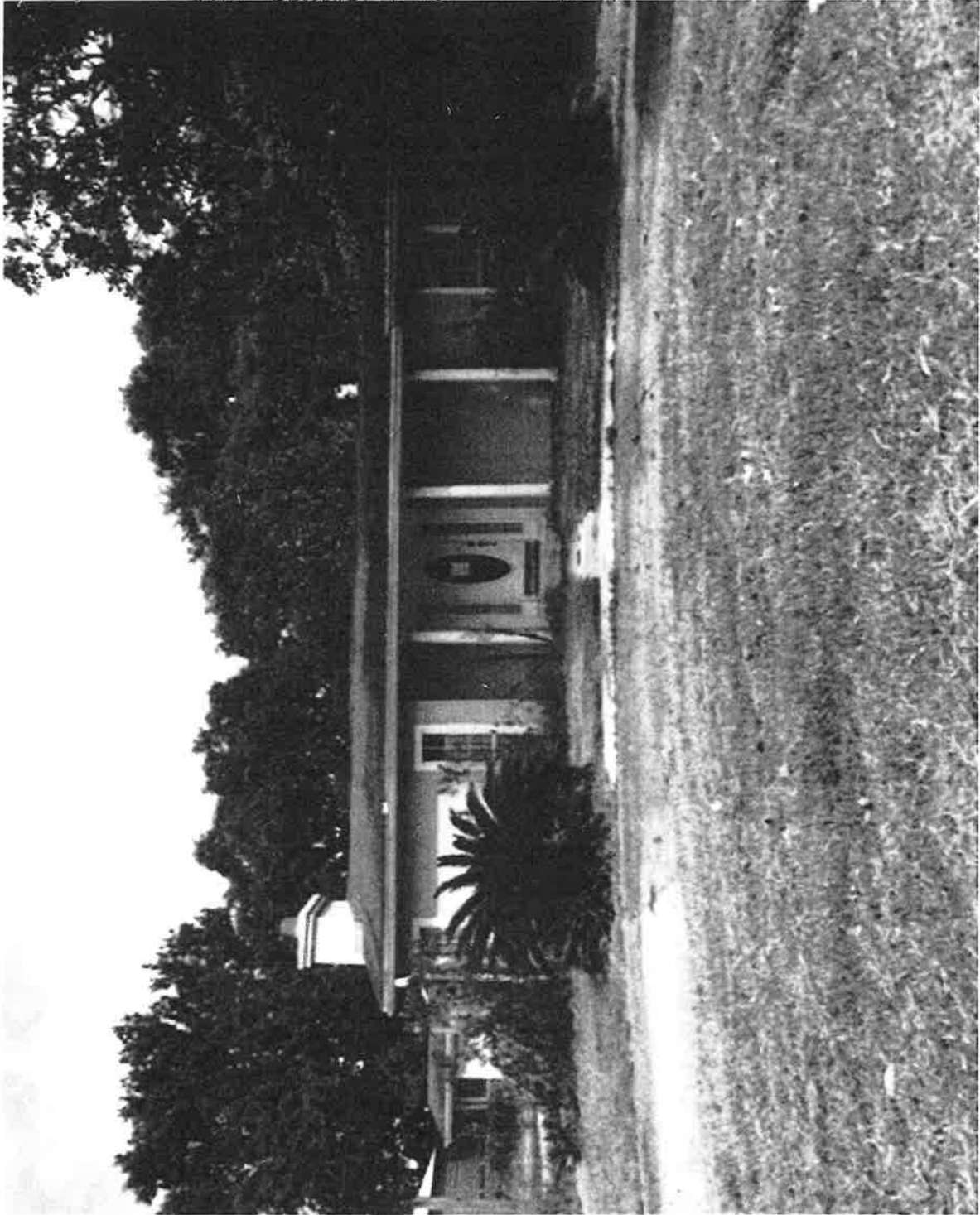
As of 9/5/17 the property located at 212 Clower Ave. is still in violation of sections 302.4 and 303.1 of the International Property Maintenance Code.

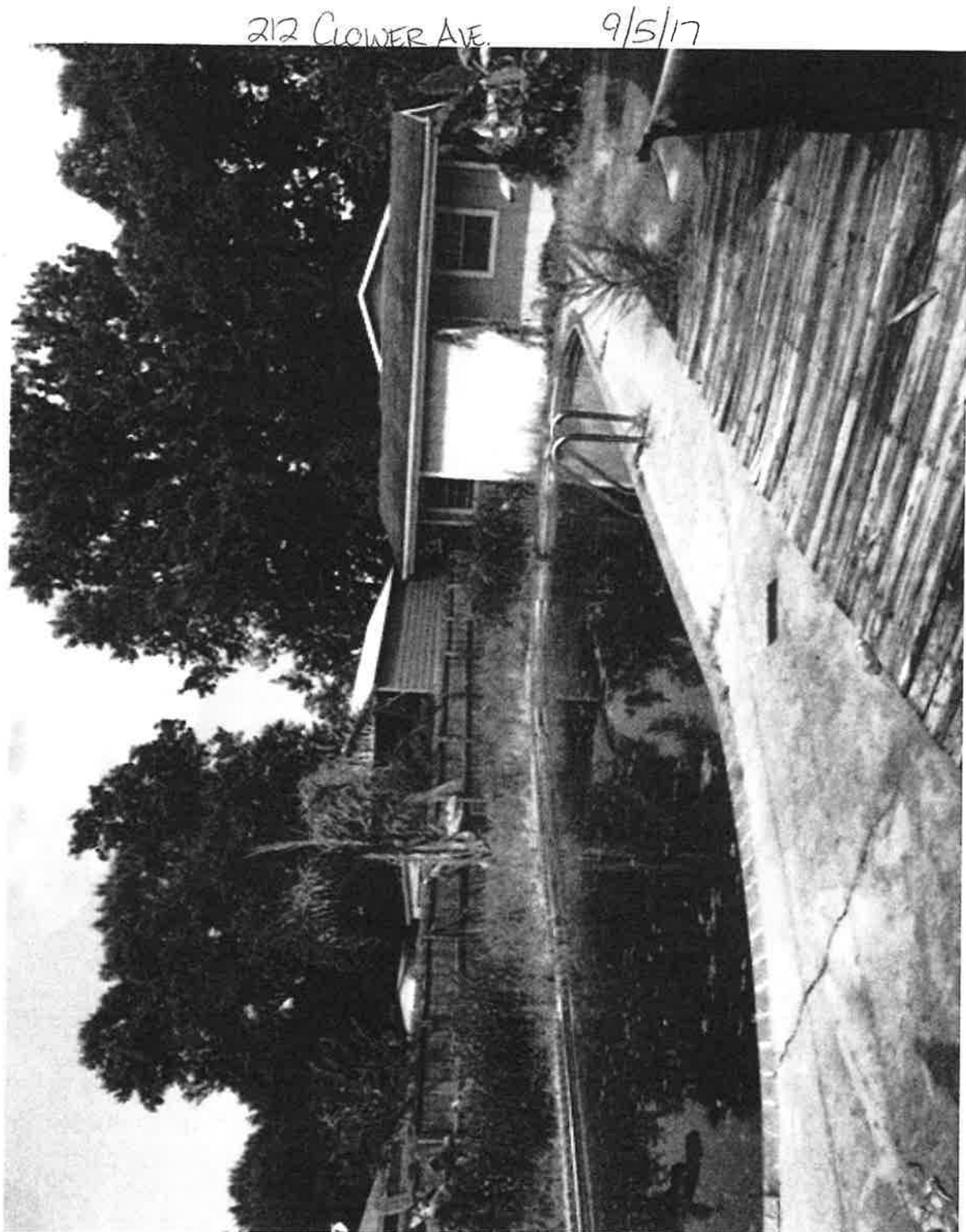
Respectfully,

A handwritten signature in cursive script, appearing to read "John Eustace".

City of Long Beach  
Building Official  
201 Jeff Davis Ave.  
P.O. Box 929  
Long Beach, MS 39560

212 CLOWER AVE. 9/5/17





- The Clerk submitted an affidavit from Building Official John Eustace affirming that the Notice of Hearing was posted on the subject property and a photograph taken prescribed by state law, property maintenance codes, and city ordinances; said affidavit is as follows:

Minutes of September 5, 2017  
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 JOHN EUSTACE, known to me to be the Building Official/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 Building Official/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 uncleanness 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 August 2, 2017, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 212 Clower Avenue (Tax Map Parcel 0611L-02-010.000), Long Beach, Mississippi, assessed to Ronald Wade and Leila Wade, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on September 5, 2017, he 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 September 5, 2017.

This the 5<sup>th</sup> day of September, 2017.

  
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 5<sup>th</sup> day of September, 2017.

-My Commission Expires-

  
NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

The Mayor opened the floor for comments from the property owner or their representative and no one came forward to be heard.

There being no further discussion, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to close the public hearing and take official action as follows:



**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 212 Clower Avenue, 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 Parker 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 212 CLOWER AVENUE, 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 212 Clower Avenue, 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 August 1, 2017, 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 uncleanness 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 September 5, 2017, 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 my 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 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 212 Clower Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611L-02-010.000, and according to said tax records is owned by Ronald Wade and Leila Wade, 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 order 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 Building Official John Eustace dated March 30, 2017, 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 Griffin seconded the motion to adopt the foregoing resolution and

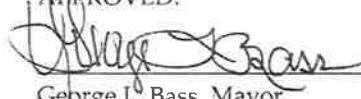
**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

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

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 5<sup>th</sup> day of September 2017.

APPROVED:

  
George L. Bass, Mayor

ATTEST:

  
Kini Gonsoulin, Deputy City Clerk

City of Long Beach



NOTICE OF VIOLATION

March 30, 2017

Ronald and Leila Wade  
212 Clower Avenue  
Long Beach, MS 39560

91 7108 2133 3938 0608 4408

Reference: 212 Clower; Long Beach, MS 39560  
Tax Parcel Number 0611L-02-010.000

The above referenced property is in violation as listed below:

2012 International Property Maintenance Code, Chapter 3, Section 302.4: Weeds. "All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens."

2012 International Property Maintenance Code, Chapter 3, Section 303.1: Swimming pools. "Swimming pools shall be maintained in a clean and sanitary condition, and in good repair."

The purpose of this letter is to request that you inspect or have inspected the above referenced property and voluntarily have the above violation corrected, within **fourteen (14) days** from date of this letter. Failure to or refusal to respond to this notice will result in a citation being issued to appear in the Long Beach Municipal court and/or a hearing before the Mayor and Board of Aldermen of the City of Long Beach. The board can then adjudicate the above property and may take action to clean-up the property and all cost in doing so will be assessed to the property or property owner.

**Please notify the Building Department at (228) 863-1554** as soon as the referenced violation has been corrected, so that the premises can be inspected or if you have any questions or concerns.

2012 International Property Maintenance Code, Chapter 1, Section 111.1 Application for appeal. "Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code area adequately satisfied by other means."

Sincerely,

John Eustace  
Building Official / Zoning Enforcement Officer

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

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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 135 Ocean Wave Avenue and assessed to Laura Mclain, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

## Minutes of September 5, 2017 Mayor and Board of Aldermen

- The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regularly scheduled meeting duly held and convened on August 1, 2017, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Laura Mclain, 131 Shiloh Oakes Road, Pelahatchi, MS 39145, as the same appears of record on the Harrison County 2016 Official Real Property Tax Rolls. The Notice of Hearing was delivered by the USPS on August 4, 2017 to the person at that address, Keturah Rice, and returned to the city along with a letter stating that the addressee no longer receives mail at this address, property has changed ownership. Said Notice is as follows:

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  
Rebecca E. Schruff

CITY ATTORNEY  
James C. Simpson, Jr.

August 1, 2017

**MAILED**  
Date: 8/2/17

Laura Mclain  
 131 Shiloh Oaks Road  
 Pelahatchie, MS 39145

91 7199 9991 7036 0716 5058

### 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 August 1, 2017, hold a public hearing at 5:00 p.m., Tuesday, September 5, 2017, 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 Laura Mclain, and situated in the City of Long Beach, Mississippi, at 135 Ocean Wave Avenue, is in such a state of uncleanness 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: 135 Ocean Wave, Long Beach, Mississippi  
 Parcel Number: 711N-05-030.000  
 Legal Description: LOTS 17 & 18 BLK 1 COTTAGES BY THE SEA

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

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**291**

Page 2 of 2

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 1<sup>st</sup> day of August, 2017.



Rebecca E. Schruff  
City Clerk

Minutes of September 5, 2017  
Mayor and Board of Aldermen

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

CERTIFIED MAIL



91 7199 9991 7036 0716 5058



*Person*  
Laura McClain ~~No longer receives mail@this address~~  
131 Shiloh Oakes Road  
Pelahatchie, MS 39145



39145 CITYCLERK  
Signature Required

3914533421 R002

## USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 9171999991703607165058

 Delivered

On Time


Updated Delivery Day: Friday, August 4, 2017 ⓘ

### Product & Tracking Information

See Available Actions

**Postal Product:**  
First-Class Mail®

**Features:**  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
August 4, 2017, 12:18 pm	Delivered, Left with Individual 	PELAHATCHIE, MS 39145
Your item was delivered to an individual at the address at 12:18 pm on August 4, 2017 in PELAHATCHIE, MS 39145.		
August 4, 2017, 7:20 am	Out for Delivery	PELAHATCHIE, MS 39145
August 4, 2017, 7:10 am	Sorting Complete	PELAHATCHIE, MS 39145

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=2&text28777=&tLabe...> 8/31/2017



Minutes of September 5, 2017  
Mayor and Board of Aldermen

USPS.com® - USPS Tracking® Results

Page 1 of 4

**USPS Tracking® Results**

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 9171999991703607165058



On Time

Updated Delivery Day: Friday, August 4, 2017 ⓘ

**Product & Tracking Information**

See Available Actions

**Postal Product:**  
First-Class Mail®

**Features:**  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
August 4, 2017, 12:18 pm	Delivered, Left with Individual	PELAHATCHIE, MS 39145
▲		
Your item was delivered to an individual at the address at 12:18 pm on August 4, 2017 in PELAHATCHIE, MS 39145.		
August 4, 2017, 7:20 am	Out for Delivery	PELAHATCHIE, MS 39145
August 4, 2017, 7:10 am	Sorting Complete	PELAHATCHIE, MS 39145

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=2&text28777=&tLabe...> 8/31/2017

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 135 Ocean Wave Avenue, Long Beach, Mississippi, on August 2, 2017, by Building Official John Eustace; 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 a photograph taken of 135 Ocean Wave Avenue, Long Beach, Mississippi, by Building Official John Eustace on September 5, 2017, depicting the subject property in its present condition; said photograph is as follows:

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**295**



Building Department  
201 Jeff Davis Ave.  
Long Beach, MS 39560  
228-863-1554

September 5, 2017

As of 9/5/17 the property located at 135 Ocean Wave Ave. is still in violation of section 302.4 of the International Property Maintenance Code.

Respectfully,

A handwritten signature in cursive script, appearing to read "John Eustace".

City of Long Beach

Building Official

201 Jeff Davis Ave.

P.O. Box 929

Long Beach, MS 39560



- The Clerk submitted an affidavit from Building Official John Eustace affirming that the Notice of Hearing was posted on the subject property and a photograph taken prescribed by state law, property maintenance codes, and city ordinances; said affidavit is as follows:

**Minutes of September 5, 2017  
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 JOHN EUSTACE, known to me to be the Building Official/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 Building Official/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 August 2, 2017, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 135 Ocean Wave Avenue (Tax Map Parcel 711N-05-030.000), Long Beach, Mississippi, assessed to Laura Mclain, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on September 5, 2017, he 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 September 5, 2017.

This the 5<sup>th</sup> day of September, 2017.

  
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 5<sup>th</sup> day of September, 2017.

-My Commission Expires-

  
NOTARY PUBLIC



AFFIDAVIT PHOTOS, POST NOTICE

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

The Mayor opened the floor for comments from the property owner or their representative and no one came forward to be heard.

There being no further discussion, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to close the public hearing and take official action as follows:

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 135 Ocean Wave Avenue, 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 Griffin 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 135 OCEAN WAVE AVENUE, 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 135 Ocean Wave Avenue, 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 August 1, 2017, 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 September 5, 2017, 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 my 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;

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

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 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 135 Ocean Wave Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 711N-05-030.000, and according to said tax records is owned by Laura McClain, 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 order 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 Building Official John Eustace dated June 28, 2017, 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 McCaffrey seconded the motion to adopt the foregoing resolution and

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

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


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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 5<sup>th</sup> day of September 2017.

APPROVED:

  
George L. Bass, Mayor

ATTEST:

  
Kini Gonsoulin, Deputy City Clerk



Minutes of September 5, 2017  
Mayor and Board of Aldermen

City of Long Beach



NOTICE OF VIOLATION

June 28, 2017

Laura McInain  
131 Shiloh Oaks Road  
Pelahatchie, MS 39145

91 7108 2133 3938 0608 4804

Reference: 135 Ocean Wave Avenue: Long Beach, MS 39560  
Tax Parcel Number 0711N-05-030.000

The above referenced property is in violation as listed below:

2012 International Property Maintenance Code, Chapter 3, Section 302.4: Weeds. "All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens."

The purpose of this letter is to request that you inspect or have inspected the above referenced property and voluntarily have the above violation corrected, within **fourteen (14) days** from date of this letter. Failure to or refusal to respond to this notice will result in a citation being issued to appear in the Long Beach Municipal court and/or a hearing before the Mayor and Board of Aldermen of the City of Long Beach. The board can then adjudicate the above property and may take action to clean-up the property and all cost in doing so will be assessed to the property or property owner.

**Please notify the Building Department at (228) 863-1554** as soon as the referenced violation has been corrected, so that the premises can be inspected or if you have any questions or concerns.

2012 International Property Maintenance Code, Chapter 1, Section 111.1 Application for appeal. "Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code area adequately satisfied by other means."

Sincerely,

City of Long Beach  
Zoning Enforcement

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1554 • FAX 863-1558

\*\*\*\*\*

The third, and final, public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 247 Reinike Road and assessed to James P Elrod et al, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the Deputy City Clerk for her report, whereupon, Alderman Parker 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, pursuant to that certain order of the Mayor and Board of Aldermen at a regularly scheduled meeting duly held and convened on August 1, 2017, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to James P Elrod et al P.O. Box 1142, Gulfport, MS 39501, as the same appears on the Harrison County 2016 Official Real Property Tax Rolls and Notice was delivered by the USPS on August 4, 2017; additional notice was mailed certified electronic receipt requested to F. William Elrod, 1609 Perry Drive, Biloxi, MS 39531, and was "Returned to Sender-Vacant-Unable to Forward" by the USPS on August 22, 2017. Said Notice is as follows:

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  
Rebecca E. Schruff

CITY ATTORNEY  
James C. Simpson, Jr.

August 1, 2017

MAILED  
Date: 8/2/17

James P. Elrod et al  
P.O. Box 1142  
Gulfport, MS 39501

91 7199 9991 7036 0716 5065

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 August 1, 2017, hold a public hearing at 5:00 p.m., Tuesday, September 5, 2017, 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 James P. Elrod et al, and situated in the City of Long Beach, Mississippi, at 247 Reinike Road Avenue, is in such a state of uncleanness 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: 247 Reinike Road Avenue, Long Beach, Mississippi

Parcel Number: 061210-01-101.000

Legal Description: BEG ON S MAR OF REINIKE RD 515 FT W FROM INTER OF W MAR OF ALEXANDER RD OR 6TH AVE FOR BEG S 150 FT E 90 FT N 150 FT TO S MAR OF REINIKE RD W 90 FT TO BET LOT 53 H-S-H SUR SEC 14-8-12

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

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

Page 2 of 2

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 1<sup>st</sup> day of August, 2017.

  
Rebecca E. Schuff  
City Clerk

## USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 9171999991703607165065

 Delivered

Expected Delivery Day: Friday, August 4, 2017 ⓘ

### Product & Tracking Information

[See Available Actions](#)

**Postal Product:**  
First-Class Mail®

**Features:**  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
<b>August 4, 2017, 1:12 pm</b>	<b>Delivered</b> ▲	<b>GULFPORT, MS 39501</b>
Your item was delivered at 1:12 pm on August 4, 2017 in GULFPORT, MS 39501.		
August 4, 2017, 12:34 pm	Available for Pickup	GULFPORT, MS 39502
August 4, 2017, 11:38 am	Arrived at Unit	GULFPORT, MS 39501
August 3, 2017, 2:50 am	Departed USPS Regional Facility	GULFPORT MS DISTRIBUTION CENTER

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=2&text28777=&tLabe...> 8/31/2017

**Minutes of September 5, 2017  
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

August 1, 2017

CITY CLERK  
TAX COLLECTOR  
Rebecca E. Schruff

CITY ATTORNEY  
James C. Simpson, Jr.

**MAILED**  
Date: 8/2/17

F. William Elrod  
1609 Perry Drive  
Biloxi, MS 39531-4384

91 7199 9991 7036 0716 5072

**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 August 1, 2017, hold a public hearing at 5:00 p.m., Tuesday, September 5, 2017, 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 James P. Elrod et al, and situated in the City of Long Beach, Mississippi, at 247 Reinike Road Avenue, 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: 247 Reinike Road Avenue, Long Beach, Mississippi

Parcel Number: 06121D-01-101.000

Legal Description: BEG ON S MAR OF REINIKE RD 515 FT W FROM INTER OF W MAR OF ALEXANDER RD OR 6TH AVE FOR BEG S 150 FT E 90 FT N 150 FT TO S MAR OF REINIKE RD W 90 FT TO BET LOT 53 11-S-II SUR SEC 14-8-12

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

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

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

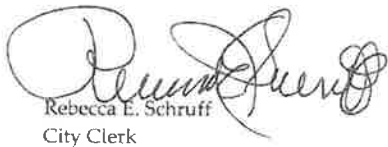
**307**

Page 2 of 2

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 1<sup>st</sup> day of August, 2017.

  
Rebecca E. Schruff  
City Clerk

Minutes of September 5, 2017  
Mayor and Board of Aldermen

CERTIFIED MAIL

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



91 7199 9991 7036 0716 5072



F. William Elrod  
1609 Perry Drive  
Biloxi, MS 39504

1ST NOTICE  
8-3-17  
1322



39531 CITYCLERK  
Signature Required

JNC 3956092929  
3953134384 CO



RETURN TO SENDER  
UNLESS ADVISED OTHERWISE  
0808/2017

## USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

[Track Another Package +](#)

[Remove X](#)

**Tracking Number:** 9171999991703607165072



**Delivered**

### Product & Tracking Information

[See Available Actions](#)

**Postal Product:**  
First-Class Mail®

**Features:**  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
<b>August 23, 2017, 1:05 pm</b>	<b>Delivered, To Original Sender</b>	<b>LONG BEACH, MS 39560</b>
Your item has been delivered to the original sender at 1:05 pm on August 23, 2017 in LONG BEACH, MS 39560.		
August 22, 2017, 7:43 am	Available for Pickup	LONG BEACH, MS 39560
August 22, 2017, 7:35 am	Arrived at Unit	LONG BEACH, MS 39560
August 22, 2017, 2:36 am	Arrived at USPS Regional Facility	GULFPORT MS DISTRIBUTION CENTER

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=3&text28777=&tLabels...> 9/6/2017



**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

USPS.com® - USPS Tracking® Results

Page 2 of 5

DATE & TIME	STATUS OF ITEM	LOCATION
August 21, 2017, 9:54 am	In Transit to Destination	
August 20, 2017, 12:54 pm	Arrived at USPS Regional Facility	JACKSON MS DISTRIBUTION CENTER
August 19, 2017, 4:23 am	Unclaimed/Being Returned to Sender	BILOXI, MS 39531
	Reminder to Schedule Redelivery of your item	
August 8, 2017, 8:33 am	Available for Pickup	BILOXI, MS 39531
August 3, 2017, 9:47 am	Notice Left (No Authorized Recipient Available)	BILOXI, MS 39531
August 3, 2017, 7:08 am	Out for Delivery	BILOXI, MS 39531
August 3, 2017, 6:58 am	Sorting Complete	BILOXI, MS 39531
August 3, 2017, 5:40 am	Arrived at Unit	BILOXI, MS 39531
August 3, 2017, 12:36 am	Departed USPS Regional Facility	GULFPORT MS DISTRIBUTION CENTER
August 2, 2017, 7:24 pm	Arrived at USPS Regional Facility	GULFPORT MS DISTRIBUTION CENTER
August 2, 2017, 6:09 pm	Accepted at USPS Origin Facility	LONG BEACH, MS 39560

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=3&text28777=&t1.abcls...> 9/6/2017

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

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Page 3 of 5

DATE & TIME	STATUS OF ITEM	LOCATION
August 2, 2017	Pre-Shipment Info Sent to USPS, USPS Awaiting Item	

[See Less ^](#)

**Available Actions**

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<b>Text Updates</b>	∨
<b>Email Updates</b>	∨
<b>Return Receipt Email</b>	∨

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[See Less ^](#)

**Can't find what you're looking for?**

Go to our FAQs section to find answers to your tracking questions.

**FAQs (<http://faq.usps.com/?articleId=220900>)**

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tl.c=3&text28777=&tlLabels...> 9/6/2017

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 247 Reinike Road, Long Beach, Mississippi, on August 2, 2017, by Building Official John Eustace; 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 a photograph taken of 247 Reinike Road, Long Beach, Mississippi, by Building Official John Eustace on September 5, 2017, depicting the subject property in its present condition; said photograph is as follows:

Minutes of September 5, 2017  
Mayor and Board of Aldermen



Building Department  
201 Jeff Davis Ave.  
Long Beach, MS 39560  
228-863-1554

September 5, 2017

As of 9/5/17 the property located at 247 Reinike Rd. is still in violation of sections 304.1, 305.1 and 306.1 of the International Property Maintenance Code.

Respectfully,

A handwritten signature in cursive script, appearing to read "John Eustace".

City of Long Beach  
Building Official  
201 Jeff Davis Ave.  
P.O. Box 929  
Long Beach, MS 39560



- The Clerk submitted an affidavit from Building Official John Eustace affirming that the Notice of Hearing was posted on the subject property and a photograph taken prescribed by state law, property maintenance codes, and city ordinances; said affidavit is as follows:

Minutes of September 5, 2017  
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 JOHN EUSTACE, known to me to be the Building Official/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 Building Official/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 August 2, 2017, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 247 Reinike Road (Tax Map Parcel 0612D-01-101.000), Long Beach, Mississippi, assessed to James P Elrod et al, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on September 5, 2017, he 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 September 5, 2017.

This the 5<sup>th</sup> day of September, 2017.

*Kini Gonsoulin*  
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 5<sup>th</sup> day of September, 2017.

*Stacey Dahl*  
NOTARY PUBLIC

-My Commission Expires-



AFFIDAVIT-PHOTOS;POST NOTICE

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**315**

The Mayor opened the floor for comments from the property owner or their representative and no one came forward to be heard.

There being no further discussion, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to close the public hearing and take official action as follows:

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 247 Reinike Road, 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 McCaffrey 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 247 REINIKE ROAD, 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 Reinike Road, 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 August 1, 2017, 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 uncleanness 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 September 5, 2017, 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 my 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;

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**317**

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 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 247 Reinike Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0612D-01-101.000, and according to said tax records is owned by James P. Eldrod et al, 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 order 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 Building Official John Eustace dated March 30, 2017, 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 Griffin seconded the motion to adopt the foregoing resolution and



**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

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

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 5<sup>th</sup> day of September 2017.

APPROVED:

  
George L. Bass, Mayor

ATTEST:

  
Kini Gonsoulin, Deputy City Clerk

City of Long Beach



NOTICE OF VIOLATION

March 30, 2017

James Elrod  
PO Box 1142 91 7108 2133 3938 0608 4446  
Gulfport, MS 39501

Reference: 247 Reinike Road; Long Beach, MS 39560  
Tax Parcel Number 0612D-01-101.000

The above referenced property is in violation as listed below:

2012 International Property Maintenance Code, Chapter 3, Section 304.1.1: Unsafe Conditions. "The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare."

2012 International Property Maintenance Code, Chapter 3, Section 305.1: General. "The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in clean and sanitary condition. Every *owner* of a structure containing a *rooming house, housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*."

2012 International Property Maintenance Code, Chapter 3, Section 306.1: General. "The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition."

The purpose of this letter is to request that you inspect or have inspected the above referenced property and voluntarily have the above violation corrected, within **fourteen (14) days** from date of this letter. Failure to or refusal to respond to this notice will result in a citation being issued to appear in the Long Beach Municipal court and/or a hearing before the Mayor and Board of Aldermen of the City of Long Beach. The board can then adjudicate the above property and may take action to clean-up the property and all cost in doing so will be assessed to the property or property owner.

**Please notify the Building Department at (228) 863-1554** as soon as the referenced violation has been corrected, so that the premises can be inspected or if you have any questions or concerns.

Minutes of September 5, 2017  
Mayor and Board of Aldermen

2012 International Property Maintenance Code, Chapter 1, Section 111.1 Application for appeal. "Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code area adequately satisfied by other means."

Sincerely,



John Eustace  
Building Official / Zoning Enforcement Officer

Cc: F. William Elrod 91 7108 2133 3938 0608 4453  
1609 Perry Drive  
Biloxi, MS 39531-4384

\*\*\*\*\*

The regular meeting resumed and there were no announcements, presentations, proclamations, or amendments to the agenda.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the regular minutes of the Mayor and Board of Aldermen dated August 15, 2017, as submitted.

\*\*\*\*\*

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the minutes of the Long Beach Planning Commission dated August 24, 2017, as submitted.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the minutes of the Long Beach Port Commission dated August 17, 2017, as submitted.

\*\*\*\*\*

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices as listed in Docket of Claims number 090517.

\*\*\*\*\*

Appointment to the Long Beach Library Board, July 2017-2022, expiring term of Mary Freeman, was taken under advisement until the next regular meeting, September 19, 2017.

\*\*\*\*\*

Appointments to the Long Beach Tree Board, July 2017-2022, were taken under advisement until the next regular meeting, September 19, 2017.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to accept the Mississippi Department of Marine Resources-Harrison County Sand Beach Authority Permit Application. Application on file in the Office of the City Clerk.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to adopt the Emergency Proclamation for Hurricane Harvey, as follows:

Minutes of September 5, 2017
Mayor and Board of Aldermen

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Long Beach the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Hurricane Harvey
(Severe storm, tornado, damaging winds, flash flooding, river flooding)

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 4:00pm AM/PM on the 28th day of August 2017 ; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Long Beach, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 9/5/17

Mayor George Bass

ATTEST: Kim L. Bracklin Clerk of City

Councilperson

Councilperson

Long Beach City, State of MS

Councilperson

Councilperson

MEMA DR-3 (Rev.12.01)

\*\*\*\*\*

Discussion was held regarding "Paying it Forward" for Hurricane Harvey, and sending personnel to Dickson, Texas. After considerable discussion regarding the path of Hurricane Irma, it was the consensus of the Board to delay sending personnel at this time.

\*\*\*\*\*

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

FIRE DEPARTMENT

- Promotion, Lieutenant-Fire Inspector, Tim Darden, FSA12-XII, effective October 1, 2017

POLICE DEPARTMENT

- Step Increase, Police Officer 2<sup>nd</sup> Class, David Butler, PS-7-B, effective September 16, 2017;
- Step Increase, Police Officer 2<sup>nd</sup> Class, Cody Goldsworthy, PS-7-B, effective September 16, 2017;
- Step Increase, Admin Lieutenant, Keith Ladner, PSA-12-XIII, effective September 16, 2017
- Step Increase, Police Officer 1<sup>st</sup> Class, Glenn Powell, PS-9-I, effective September 16, 2017
- Education Pay, Police Officer 1<sup>st</sup> Class James Balius, Bachelor of Science, effective September 1, 2017
- Education Pay, Admin Detective, Brian Beeman, Master's Degree, effective September 1, 2017

MUNICIPAL COURT

- Resignation, Deputy Court Clerk, Tina Dupree, effective August 25, 2017
- Education Pay, Deputy Court Clerk, Jill Scafide, Master's Degree, effective October 1, 2017

LIBRARY

- Retirement, Library Director, Carrie (Jeannie) Ripoll, effective November 30, 2017, with regrets

\*\*\*\*\*

There came on for consideration a contract with Cable One for a dedicated fax line at Public Works, as follows:

Minutes of September 5, 2017  
Mayor and Board of Aldermen

<b>CABLE ONE</b> BUSINESS		<b>Business Services Agreement</b> Date: 08/23/2017	
<b>Cable One Business Account Rep:</b>	Roger McCarley	<b>Cable One System Address:</b>	
<b>Phone Number:</b>	(228) 861-0605	210 E Earll Drive	
<b>Fax Number:</b>		Phoenix, AZ 85012	
<b>Customer Information:</b>		<b>Authorized Customer Representative</b>	
<b>Company Name:</b>	City of Long Beach	<b>Full Name:</b>	Jan Berry
<b>Street Address:</b>	400 Kohler St.	<b>Billing Telephone:</b>	228-863-0440
<b>City/State/ZIP:</b>	Long Beach, MS 39560	<b>Fax:</b>	
<b>Billing Address:</b>	400 Kohler St.	<b>Contact Number:</b>	228-863-0440
<b>City/State/ZIP:</b>	Long Beach, Mississippi 39560	<b>Email Address:</b>	
<b>Cable One Account #:</b>			
<b>Taxes and Fees Not Included</b>			
<b>Service Description</b>			<b>Quantity</b>
Installation			1
<b>Installation Charge (may include construction):</b>			\$0.00
<b>Term:</b>			3 Year
<b>Total:</b>			\$25.50
<b>Telephone Line Details</b>			
<b>Business Name Listed As:</b>			
<b>Description</b>	<b>Type</b>	<b>Telephone #</b>	<b>Voicemail</b>
Fax Line	Ported	* (228) 865-7844	No
<b>Equipment Charges</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Fee</b>
<b>Special Conditions</b>			
<b>Agreement</b>			
THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$25.50 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.			
By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.			
<b>Customer Authorized Signature</b>			
<b>Print</b>	George L. Bass		
<b>Date</b>	9/5/17		

# Minutes of September 5, 2017 Mayor and Board of Aldermen

## TERMS AND CONDITIONS

*The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.*

**Rights and Obligations.** The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

**Availability.** The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

**Compliance with Law.** Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

**Charges.** Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any

applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

**Installation and Maintenance of Equipment.** Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, in a timely manner, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

**Emergency 9-1-1 Services.** Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

**Copyrighted Materials and the Digital Millennium Copyright Act.** Customer shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Internet Service. Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the



## Minutes of September 5, 2017 Mayor and Board of Aldermen

copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

**CHANNEL, SERVICE, PRICE, AND OTHER CHANGES**  
Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

**Music Performance Rights.** Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

**Limitation of Liability.** CABLE ONE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO CABLE ONE'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

**Termination.** Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

**Privacy.** Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at [www.cableone.net](http://www.cableone.net).

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: \_\_\_\_\_

Company: City Of Long Beach  
\_\_\_\_\_

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



**Cable One Business Phone Customer Service Agreement**

**Terms and Conditions**

1. **Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Cable One Business Phone (Service(s)). Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30 day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.
2. **General.**
  - (a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Cable One may apply its then current rates in its provision of the Service(s).
  - (b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Cable One.
  - (c) If Customer currently is a subscriber to other Cable One services, Customer must be current in its payments for any and all of Customer's accounts with Cable One. Customer understands and acknowledges that the nonpayment of charges associated any of Cable One's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

(d) Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA - Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Cable One authorization.

Customer expressly acknowledges that Cable One provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code.

(e) Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Cable One immediately so that a technician may be dispatched to troubleshoot. Should Cable One be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Cable One's network, Cable One shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.

(f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.

(g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.

(h) The Cable One Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. **Charges.**

(a) Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, even if such charges are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) A late fee may be charged on Service accounts that are past due, which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Cable One on or before the due date stated on the monthly bill.

(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Cable One will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Cable One for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Cable One sends a collector to the Customer's premises, a field collection fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.

(d) If Customer discontinues the Service(s) or Cable One's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Cable One, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(e) Cable One may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.

(f) Cable One may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.

(g) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that Cable One has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Cable One's collection or remittance of such taxes, fees and surcharges.

4. **Fraud.** Customer understands that Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Cable One reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Cable One may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.

5. **Directory Listings and Directory Assistance.** Cable One uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Cable One receives White Pages information listing from Customer and relays that information to our third party provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Cable One, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Cable One, Cable One will provide a simple one-line listing in the White Pages which will only include one phone number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Cable One will not be responsible for any damages or expenses resulting from directory listing failings.

6. **Termination.**

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Customer becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Customer during the remaining term hereof immediately due and payable, (ii) to cease

providing services to Customer, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Customer therefore and without relieving Customer of its obligations under this Agreement. Customer shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

(b) Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

(c) If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Customer.

(d) Should Customer engage in early termination of the Agreement but without the justification of a Cable One breach, Customer will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

7. **Installation, Equipment and Cabling.**

(a) The installation services and related equipment that will be available from Cable One for a standard installation are as described in Cable One's price list. Other services that may be available from Cable One at additional charges for a non-standard installation are also described in Cable One's price list. All charges are subject to change at any time. If self-installation is available from Cable One and elected by Customer, Cable One will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Cable One to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment and agrees to hold Cable One harmless from any damage to property.

(b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

- (c) Any cabling installed by Cable One will remain the property of Cable One, except as otherwise required by applicable law.
- (d) Cable One will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Cable One Equipment.
- (e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s), shall obtain and maintain, throughout the term any consents required to allow Cable One personnel to install, deliver, operate and maintain the Service(s) and Cable One Equipment at Customer's locations. Cable One and its authorized agents may enter Customer's premises and have access to the Cable One Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Cable One Equipment, to install or deliver the Software, or to disconnect and remove the Cable One Equipment.
- (f) Cable One shall have the right to upgrade, modify and enhance the Cable One Equipment and Software from time to time through downloads from the network or otherwise.
- (g) If Customer is not the owner of the premises upon which Cable One Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Cable One personnel and/or its agents to enter the premises for the purposes described in this Section 5. Customer shall indemnify and hold Cable One harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.
- (h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Cable One from time to time. Cable One reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.
- (i) The Cable One Equipment is and at all times shall remain the sole and exclusive personal property of Cable One, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Cable One Equipment to the Customer's location or otherwise.
- (j) Customer will not open, alter, misuse, tamper with or remove the Cable One Equipment as and where installed by Cable One, and will not remove any markings or labels from the Cable One Equipment, indicating Cable One ownership, serial or identity numbers or E911 notices. Customer will safeguard the Cable One Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Cable One) will not permit anyone other than an authorized representative of Cable One to perform any work on the Cable One Equipment. The Equipment Agreement for the Cable One Equipment is incorporated herein by reference.

(k) To the extent any Software is licensed by Cable One (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Cable One and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

**8. Customer Conduct.**

(a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Cable One reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Cable One.

(b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**9. Review and Enforcement.** Cable One may suspend Customer's account, or cancel Customer's account if Cable One determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Cable One reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Cable One. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

**10. Support, Service and Repairs.** Cable One will repair damage to or, at Cable One's option, replace Cable One Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Cable One Equipment wear and tear or technical malfunction of the system or network operated by Cable One, at Cable One's expense. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Cable One will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Cable One has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Cable One's control.



**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

11. **Service Interruptions, Force Majeure.** Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Cable One's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Cable One to Customer and will be the sole Customer remedy for service interruptions. The Cable One and Cable One Parties shall have no liability, including as set forth in this Section 9, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. **Disclaimer of Warranty, Limitation of Liability.**

(a) CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY CABLE ONE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CABLE ONE MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMERS SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE CABLE ONE PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMERS COMMUNICATIONS VIA CABLE ONES FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMERS COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT NONE OF THE CABLE ONE PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

(b) CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE CABLE ONE PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 7 AND 9 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE)

WILL ANY CABLE ONE PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY CABLE ONE TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF CABLE ONE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES

(d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 10 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE CABLE ONE PARTIES.

13 **Indemnification.** Customer agrees to defend, indemnify and hold harmless Cable One and the Cable One Parties from and against any and all claims and expenses, including reasonable attorneys fees, arising out of or related in any way to the use of the Phone Service by Customer or otherwise arising out of the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Cable One to Customer.

14 **Privacy.**

(a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Cable Ones website at [www.cableone.net](http://www.cableone.net). The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.

(b) Cable One may collect (whether automatically or otherwise) and share with other Cable One entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Cable One may acquire as a result of the provision of the Phone Service. As Cable One provides Products and Services to Customer, Cable One develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Cable One will not share such

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

information if Customer informs Cable One that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Cable One shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15 ~~**Arbitration:** AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE ATTENTION OF CABLE ONE FOR AN INFORMAL RESOLUTION. SHOULD MORE THAN THIRTY (30) DAYS PASS WITHOUT A MUTUALLY SATISFACTORY RESOLUTION, SUCH CONTROVERSY OR CLAIM (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY CABLE ONE SERVICE ON THE PART OF CUSTOMER) SHALL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR OF INITIAL NOTICE TO CABLE ONE. ARBITRATION MAY BE INITIATED BY SENDING A WRITTEN NOTICE OF INTENT TO ARBITRATE (WITH A DESCRIPTION OF THE NATURE OF THE DISPUTE AND RELIEF SOUGHT) TO CABLE ONE ADDRESSED TO: GENERAL COUNSEL, CABLE ONE, INC., 1314 N. THIRD STREET, PHOENIX, AZ, 85004. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND ADMINISTERED BY THE AAA. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL AND WAIVE ANY ENTITLEMENT TO ATTORNEY'S FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CLAIMS MAY ONLY BE BROUGHT FOR THE BENEFIT OF THE INDIVIDUAL CUSTOMER AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING OR CONSOLIDATED ARBITRATION PROCEEDING.~~

16 ~~**Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Cable One for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Cable One and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Cable One and Customer with respect to such subject matter, provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Cable One shall remain in full force and~~

Minutes of September 5, 2017  
Mayor and Board of Aldermen

337

effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.

17. **Interpretation' Severability.** This Agreement is, and shall be interpreted as subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Cable One. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

18. **Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Cable One's Equipment to any other person or entity, or to a different location without the prior written authorization of Cable One.

19. **Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Arizona but excluding its principles of choice of law or conflicts of law.

20. **Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Cable One by such means as Cable One shall determine in its discretion. Without limiting the foregoing, Customer agrees that Cable One may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.

21. **Waiver.** Failure by Cable One to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.


22. **E-911 Sticker Receipt.** Customer acknowledges receipt of Cable One provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached, Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

ACCEPTED AND AGREED

CUSTOMER:

George L. Bass for  
Name City of Long Beach

Minutes of September 5, 2017  
Mayor and Board of Aldermen

  
Signature

9/5/17  
Date

\_\_\_\_\_  
Customer's Account Number



Letter of Agency

Authorized Name: Jan Berry

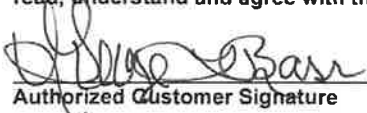
Company Name: City of Long Beach

Billing Address:

Company authorizes Cable One Business to act as Company's agent in dealing with its current service provider for the purpose of moving some or all of its telephone services to Cable One. Company also authorizes Cable One Business to obtain any information from its current service provider about the Company or its current services which is necessary to transition services. By initialing any or all of the following items and signing below, the Company's authorized signatory to this document hereby designates Cable One Business to become Company's new service provider for the telephone number(s) listed on the attached Service Order for the services indicated below.

- I choose Cable One Business to provide local telephone service for the telephone number(s) listed on the attached Service Order.
- I choose Cable One Business to provide local toll telephone service for the telephone number(s) listed on the attached Service Order.
- I choose Cable One Business to provide long distance toll telephone service for the telephone number(s) listed on the attached Service Order.
- I choose Cable One Business to provide international toll telephone service for the telephone number(s) listed on the attached Service Order.

I certify that I am at least eighteen years of age, and am authorized to bind the Company to the designation of Cable One Business as the provider for the services and telephone number(s) identified above. I understand that the Company may choose only one provider for each telephone service and number(s) identified herein. There will be no charge for the service transfer and Cable One Business will be responsible for any and all porting fees. By signing my name below, I acknowledge that I have read, understand and agree with these statements.

  
Authorized Customer Signature

9/5/17  
Date Signed

George L. Bass  
Printed Name

Mayor  
Title

After discussion and review by the City Attorney, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve aforesaid contract.

\*\*\*\*\*

There came on for consideration a letter from Joe Culpeper, Project Manager for Public Works, as follows:

Minutes of September 5, 2017  
Mayor and Board of Aldermen



## MEMO

**TO:** Mayor George Bass  
**FROM:** Joe Culpepper, Project Manager  
**DATE:** August 30, 2017  
**RE:** Proposal to add GPS Program to Public Works Department

As requested, we have researched GPS units for vehicles and/or equipment. We propose to install 20 GPS units at \$19.45 each per month, or \$4,668 per year. This price is per a two-year contract.

The GPS units include valuable features, such as:

- Provides current locations of all vehicles per minute
- Tracks daily travel paths
- Provides alerts when vehicle is speeding and/or committing other traffic violations
- Provides alerts when vehicle is idling over a set amount of time
- Provides alerts when vehicle is out of City or in any prohibited areas
- Provides alerts when routine maintenance is due
- We can discreetly move unit to another vehicle and/or other equipment, as needed

Knowing the locations of our vehicles will improve response time to utility emergencies, such as a water main break or sewer backup.

Also, the link below explains the features and capabilities:

<https://aqilis-producttraining.wistia.com/medias/206702oq4r>

In closing, we feel that this GPS program best fits our needs and is the least expensive. Enclosed are the terms and conditions.



## Linxup Subscriber Agreement and Terms and Conditions of Service

- 1 **Definitions.** In this Agreement the following definitions apply:
  - 1.1 "we," "us," "our," "Linxup" and "Agilis" mean Agilis Systems, LLC, and its affiliates;
  - 1.2 "you," "your," "customer," and "user" mean an account holder or user with us;
  - 1.3 "Device" means any device, accessory or other product we sell, lease or finance to you or that is active on your account with us;
  - 1.4 "Service" means our offers, rate plans, options, or Devices on your account with us.
  - 1.5 "Services" means our offers, plans, options, or Devices on account with us.
  
- 2 **The Subscription Agreement.** This Subscriber Agreement, including Terms and Conditions of Service ("Agreement"), is a contract under which we agree to provide and you agree to accept our Services. In addition to these Terms and Conditions of Service ("Ts&Cs"), there may be other agreements including, but not limited to, the detailed plan or other information on Services we provide or refer you to during the sales transaction and any confirmation materials we may provide you. It is important that you carefully read ALL terms of this Agreement and any other agreement you sign or accept with us which is hereby incorporated into this Agreement.



**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

3. **Services Covered By This Agreement & Additional Terms.** This Agreement applies to our Services Plans and any other Service we offer you that references these Ts&Cs. Additional Terms and Conditions may be applicable in the event you added services beyond our Services Plans. Also, a different dispute resolution provision will likely apply for services provided by another company, although the dispute resolution provisions in this Agreement still apply to our Services. You will be provided details on any additional terms with your selection of any of our bundled Service.
4. **Third Party Acknowledgements.**
1. 4.1. Portions of the Service utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are governed by the respective license holders.
  2. 4.2. Certain software libraries and other third party software included with the Service are licensed under the terms of the license holder are issued WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.
  3. 4.3. *Electronic Logging Devices (ELD) and Hours of Service (HOS) products*  
All ELD and HOS products are licensed through a third party.  
THE ELD AND HOS SERVICES ARE PROVIDED BY AGILIS SYSTEMS ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AGILIS SYSTEMS SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE ELD AND HOS USE OR JJK SOFTWARE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Our Policies.** Services are subject to our business policies, practices and procedures ("Policies") including, but not limited to, our Privacy Policy available at our website. You agree to all of our Policies when you use our Services. Our Policies are subject to change at any time, with or without notice.
6. **When You Accept The Agreement.** You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following:
- sign a contract with us on paper or electronically,
  - accept Agreement through an oral or electronic statement,
  - attempt to or in any way use the Services,
  - pay for the Services; or
  - open any package or start any program that says you are accepting the Agreement when doing so.

If you don't want to accept the Agreement, don't do any of these things.

7. **Term Commitments & Early Termination Fees.** Many of the Services (for example rate plans and Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1, 2, or 3 or more years ("Service Term Commitment"). You will be charged a fee ("Service Early Termination Fee") for each Device that you terminate early (i.e., prior to satisfying the Service Term Commitment) or for each Device that we terminate early for good cause (for example, violating the payment or other terms of the Agreement) in accordance with the following Early Termination Fees.

Service Term Commitment (years)	Service Early Termination Fee (\$US)
0	N/A
1	\$250.00
2	\$350.00
3 or more years	\$450.00

- 0 7.1. If you terminate your service early and fail to pay the Early Termination Fee, it can result in your account being sent to collections. If your account is sent to collections, you will be responsible to pay all outstanding balances for each device under contract including the total service fees for any months remaining on your contract along with the Early Termination Fee.
- 1 7.2. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment – for example, by accepting a new rate plan or upgrading your Device. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.
- 2 7.3. The Early Termination Fee schedule above also applies to Electronic Logging Devices (ELD) and Hours of Service (HOS) License.
8. **When You Don't Have To Pay A Service Early Termination Fee.** You are not responsible for paying an Early Termination Fee when terminating Services:
- provided on a month-to-month basis;
  - consistent with our published return policy; or
  - in response to a materially adverse change we make to the Agreement as described directly below.
9. **Our Right To Change The Agreement & Your Related Rights.** We may change any part of the Agreement at any time including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of changes in your monthly billing invoice. Except as provided below, if a change we make to the Agreement is material and has a material adverse effect on you, you

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

may terminate each Device materially affected without incurring an Early Termination Fee only if you:

- call us within 30 days after the effective date of the change, and
- specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made.
- If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment. The following, without limitation, will generally not be considered changes to the Agreement as contemplated in this provision and will not result in the waiver of applicable Early Termination Fees:
  - changes to our Policies;
  - changes to rates or charges that are not a core part of the rate plan package for which you contracted – for example, incidental, occasional or casual use charges and other options that do not require a Term Commitment;
  - changes to Taxes & Government Fees; or
  - changes to Surcharges, including assessing new Surcharges.

**10. Our Right To Suspend Or Terminate Services.** We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to:

- late payment;
- harassing/threatening our employees or agents;
- providing false information;
- interfering with our operations;
- using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement or applicable state or federal laws;
- breaching the Agreement, including our Policies;
- providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt;
- modifying a Device from its manufacturer specifications; or
- if we believe the action protects our interests, any customer's interests or our network.

**11. Your Right To Terminate Services.** You can terminate Services at any time by writing or calling us as provided on your invoice and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we will not prorate charges to the date of termination and you will not receive a credit or refund for any unused Services. You must also pay us an Early Termination Fee as applicable for each Device that you terminate.

**12. Restrictions On Using Services.** You may not use our Services:

- to transmit content/messages that are, or in any manner that is, illegal, unlawful, fraudulent, threatening, abusive, defamatory, or obscene;
- in a way that could cause damage or adversely affect our customers, reputation, network, property or Services;
- to communicate any unsolicited message;
- to infringe on the copyright of another, or upload or transmit any virus, worm, or malicious code; or

- in any way prohibited by the terms of our Services, the Agreement or our Policies

13. **Your Device Number.** Your Device is designed exclusively for use on our network and in other coverage areas we make available to you. Except for any legal right you may have to port/transfer your Device number to another provider, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any Device Number we assign to you, your Device, or your account. We will notify you if we decide to change or reassign your Device Number.

14. **Warranty.** Subject to the exclusions contained below, Linxup warrants its Linxup device ("Device") and/or certified accessories sold for use with the Device ("Accessories") to be free from defects in materials and workmanship under normal consumer usage for the term of coverage outlined below. This limited warranty is a consumer's exclusive remedy, and applies as follows only to new Devices and/or new Accessories purchased by consumers in the United States or Canada.

0. 14.1 Terms. All Devices and Accessories shall be covered under this warranty in accordance with the table below. Coverage begins from the date of purchase regardless of when the Device or Accessory is actually received and continues until the end of the Coverage Term or Termination of Services, whichever comes first.

Device Type	Coverage Term
Vehicle Tracker	Lifetime
Asset Tracker	One (1) Year

- 1 14.2. Exclusions. The following are excluded from coverage under this warranty
- Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.
  - Ornamental Decorations. Ornamental decorations such as emblems, graphics, rhinestones, jewels, gemstones and their settings, and other decorative elements, are excluded from coverage.
  - Abuse & Misuse. Defects or damage that result from improper operation, improper installation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse.
  - Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, maintenance, alteration, including without limitation, software changes, or modification in any way by someone other than Linxup, or its authorized service centers, are excluded from coverage.
  - Altered Products. Products or Accessories with
    - serial numbers or date tags that have been removed, altered or obliterated;
    - broken seals or that show evidence of tampering;



- 15 **Coverage; Where Your Device Will Work.** Services that rely on location information, such as GPS, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. Network coverage and satellite signals are dependent on a number of factors not within our control including weather, topographical changes, changes to and support of network cellular technologies, the functionality of various satellites, cell towers, clouds, and other factors. You understand and expressly agree to hold us harmless from any and all claims or damages that result from the Device not working, malfunctioning, or failing except as specifically provided under the limited warranty herein.
- 16 **Our Service and Device Are Not Substitutes for Direct Supervision.** Our Service and Devices are not substitutes for responsible child care, adult care, or any other form of monitoring for a dependent person who may or may not need competent adult supervision, and should not be used as such. You agree to utilize all your best efforts to care for and tend to the dependents in your control. You may not utilize our service or device as a substitute for direct supervision and competent care. Our Device and Services may not function and in any situation is an ineffective substitute for adequate direct supervision and competent dependent care.
- 17 **Activation & Miscellaneous Charges.** Based on our Policies, we may charge activation, prepayment, reactivation, program or other fees to establish or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.
- 18 **Account & Service Charges; Pro-rating; Unused Services.** You are responsible for all charges associated with your account and the Services on your account, no matter who uses the Services or whether the Services were used. Charges include, but are not limited to, the monthly recurring charges, usage charges, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you.
- 19 **Your Bill.** Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance) and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.). Your bill will only be available via the internet. You are responsible for providing a valid email address for communication. You agree to assume all responsibility, including payment of any additional fees or limitations incurred as a result of your email malfunctioning or not receiving our communication.
- 20 **Your Payments; Late Fees; Overages.** Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs, including attorney's fees, we pay to a collection agency to collect unpaid balances from you. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments

**Minutes of September 5, 2017**  
**Mayor and Board of Aldermen**

- (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or any other reasonable method at any time at our sole discretion.
- 21 **Taxes & Government Fees.** You agree to pay all federal, state and local taxes, fees and other assessments that we're required by law to collect on the Services we provide you and remit to the government. These charges may change from time to time without advance notice. If you are claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.
- 22 **Disputing Charges - You Must Still Pay Undisputed Charges.** Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. Linxup will work with you to resolve disputed charges. Linxup may, at its sole discretion, adjust such disputed charges. You are responsible for payment of disputed charges that are judged to be resolved by Linxup, regardless of whether any adjustment is granted. You accept all charges not properly disputed within the above time period – undisputed charges must still be paid as stated on your bill.
- 23 **Payment Policy.** You agree to make payments on or before the day of the purchase of each month in the amount set forth in your Agreement plus additional taxes, fees, or surcharges as provided for in this Agreement. You are required to maintain valid credit card information on file for the processing of any applicable service fees. You hereby authorize us or our assigns or agents to charge your credit card a monthly reoccurring fee for the pendency of your contract in the full amount of the bill owing. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account in a timely manner (see Section 10), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. You may edit your Payment Method information and view payments made by visiting your website, signing in, clicking "My Account", and then selecting Profile. Once you make the appropriate changes, click "Save". At our sole discretion, Linxup may use credit card issuer-approved services, such as Chase Account Updater, to acquire updated payment information for the purpose of processing outstanding payments that are on your account. You may also view Payments Made by selecting "Invoices" in the "My Accounts" section.
- 24 **Assignment.** Linxup may assign the rights to this contract to third parties at our sole discretion without input or consent from you.
- 25 **International Usage.** Your Device may be set to operate both domestically and may also operate internationally. However, you will be charged additional fees if the Device is in another country other than the United States and is utilized. The rate on these fees shall be the actual cost of international roaming charges plus a 40% administration fee. These rates will be charged for any month in which there is any international usage, no matter if the usage was less than an actual month.
- 26 **Protecting Our Network & Service.** We can take any action to:
- protect our network, our rights and interests, or the rights of others; or

- optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications.
27. **Your Privacy.** You agree to the terms of our Privacy Policy, available at our website, when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.) Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services. Agilis shall disclose information and data pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.
28. **Location Based Services.** Our network generally knows the location of your Device when it is outdoors and turned on. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. Use of location-sensitive services require network coverage. You (the account holder) are responsible for clearly and regularly notifying the actual user of your Device that their location may be tracked or discovered. For additional information on location-sensitive services, see our Privacy Policy at our website.
29. **Mileage and Fuel Tax Reporting.** Changes to the International Fuel Tax Agreement (IFTA) fuel and mileage tax and IRP reporting may require vehicle odometer readings in some or all jurisdictions. If you subscribe to the Linxup IFTA reporting package and your device does not automatically report odometer readings, you will need to manually enter your odometer reading at the beginning and end of each month or quarter after you have verified all the trip data has been entered for the specific date range. The odometer reading should be recorded before the start of your first trip and after the end of your last trip and entered in the Trip Report on your web portal.
30. **If Your Device Is Lost or Stolen.** Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). You will be responsible for any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.
31. **Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DO NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.



**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

32 **You Agree We Are Not Responsible For Certain Problems.** You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from:

- anything done or not done by someone else;
- providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted messages, etc.);
- traffic or other accidents, or any health-related claims relating to our Services;
- false messages sent while using our Services;
- an interruption or failure in accessing or attempting to access emergency services from a Device;
- interrupted, failed, or inaccurate location information services, or
- things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts.
- unauthorized access to your Personal Information or Vehicle by hackers or others who have obtained such access through illegal measures.

33 **YOU AGREE OUR LIABILITY IS LIMITED – NO CONSEQUENTIAL DAMAGES.** TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, BODILY HARM, DEATH, EMOTIONAL DISTRESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

34 **DISPUTE RESOLUTION.** We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by calling or writing us as instructed on your invoice. We will contact you by letter to your billing address or on your Device. ~~Instead of suing in court, we each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:~~

- ~~0. 34.1. "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated—this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.~~

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**351**

1. ~~34.2. If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent to your address provided to us when you sign up for our service, and notice to us will be sent to: 16305 Swingley Ridge Road, Suite 100, St. Louis, MO 63017. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.~~
2. ~~34.3. The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.~~
3. ~~34.4. Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in St. Louis County, Missouri. The federal or state law that applies to the Agreement will also apply during the arbitration.~~
4. ~~34.5. We each agree not to pursue arbitration on a class-wide basis. We each agree that any arbitration will be solely between you and us and not brought on behalf of or together with another individual's claim. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.~~
5. ~~34.6. We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration.~~
35. **Exceptions To Our Agreement To Arbitrate Disputes.** Either of us may bring qualifying claims in small claims court in St. Louis County, Missouri. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.
36. **No Class Actions.** TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.
37. **No Trial By Jury.** TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.
38. **Indemnification.** You agree to indemnify, defend and hold us harmless from any claims arising out of your actions including, but not limited to, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" paragraph), or violating this Agreement, any applicable law or regulation or the rights of any third party.
39. **Providing Notice To Each Other Under The Agreement.** Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice in your bill, correspondence to your last known billing address, to any fax number or e-mail address you've provided

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

us, by calling you on the provided phone number, by voice message on provided phone number

40. **Other Important Terms.** Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state of Missouri, without regard to the conflicts of law rules of that state. If either of us waives or does not enforce a requirement under this Agreement in an instance, we do not waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement is not for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You may not assign the Agreement or any of your rights or duties under it. We may assign the Agreement. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements – you cannot rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including but not limited to, those relating to billing, payment, dispute resolution, no class action, no jury trial), survive termination of Services.
41. **Money-Back Guarantee.** If you are dissatisfied with our service or product for any reason, you may request a refund of money paid to us for the Linxup device, any accessories purchased, and any applicable taxes from your initial order, *within 30 days of shipment of the device*. We will not refund credit for the initial activation fee, any shipping fees, and the first month subscription service you initially ordered. You will not be charged the early termination fee normally charged upon early cancellation **IF YOU MEET ALL THE FOLLOWING CONDITIONS**
0. 41.1. This money-back guarantee only applies to devices purchased directly from Linxup.com,
  1. 41.2. You must call, within 30 days of the date your device was shipped, 1-877-732-4980 between the hours of 7am-7pm CST, Monday-Friday or 9am-4pm CST, Saturday. Your cancellation must be completed within the 30 day period after your device was shipped.
  2. 41.3. You remain responsible for paying any overage on usage, or international usage fees, and the service charge you paid for your first month of service
  3. 41.4. Return Authorization: Before returning your device to us, you need to obtain a valid return authorization number which you can obtain when you call 1-877-732-4980 to cancel.
  4. 41.5. Wear and Tear: We receive your device in its original condition, with the UPC or bar code intact, reasonable wear and tear excluded, no later than 14 days after you cancel your service. We are not responsible if your device is lost in transit. All components, manuals and registration card(s) must be included.
  5. 41.6. Shipping Costs: You pay all costs of shipping your device back to us.
  6. 41.7. Certain taxes, such as per-line taxes required by a state or locality, may not be refundable. Sales taxes paid at the time of your order are refundable

7. 41.8 30 day guarantee only applies to first customer purchase. Subsequent purchases by an existing customer are not subject to the Money-Back Guarantee.

After considerable discussion, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve aforesaid request to add a GPS program to the Public Works Department.

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**Minutes of September 5, 2017**  
**Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up for consideration the matter of providing for the levy of ad valorem taxes for the City of Long Beach, Mississippi, and for the Long Beach Public School District. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, FIXING AND LEVYING THE AD VALOREM TAXES ON TAXABLE PROPERTY WITHIN THE CITY OF LONG BEACH, MISSISSIPPI, AND WITHIN THE LONG BEACH PUBLIC SCHOOL DISTRICT WITH ADDED TERRITORY AS CONTAINED IN THE ASSESSMENTS AS OF JANUARY 1, 2017, AS PROVIDED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS PROVIDED BY LAW, AND UPON THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE AS MADE ACCORDING TO THE PROVISIONS OF THE "MOTOR VEHICLE AD VALOREM TAX OF 1958" AS AMENDED, AND UPON ASSESSMENT OF PUBLIC UTILITIES PROPERTIES MADE BY THE STATE TAX COMMISSION, EXCEPT AS TO SUCH VALUES AS MAY BE EXEMPT, IN WHOLE OR IN PART, FROM CERTAIN LEVIES BY LAWS OF THE STATE OF MISSISSIPPI AND FOR RELATED PURPOSES

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

(A) The Board of Supervisors of Harrison County, Mississippi, wherein the Municipality and the Long Beach Public School District with added territory (the "District") are located, has completed a countywide appraisal and does make or has made a countywide assessment of properties as provided by MCA §21-33-9, whereby the Municipality is required under the provisions of MCA §27-35-167, to adopt the assessments made or to be made by said Board of Supervisors containing the taxable property located in said Municipality and in said District.

(B) The Municipality has been furnished or will be furnished by the Clerk of said Board of Supervisors, a copy of the Land Role Assessment values and the Personal Property assessment values of said Harrison County as contained in said Municipality and in said District, and has been furnished a copy of the recapitulation of said Land and Personal Property Assessment Rolls.

(C) Under the provisions of MCA §21-33-45, the Governing Body of the Municipality is required by resolution to fix the tax rate or levy of ad valorem taxes for the Municipality and for the Long Beach Public School District as therein provided.

(D) The Board of Trustees of said District has furnished the Governing Body of the Municipality a certified request for levy of ad valorem taxes to provide funds for the Budget of the District for the ensuing year.

(E) It is of the essence that the Governing Body of the Municipality fix and establish the ad valorem tax levies for the municipality and for said District on taxable property as shown upon the Land and Personal Property Assessment Rolls furnished or to be furnished the Municipality by said Board of Supervisors of Harrison County, Mississippi, as provided by law and as the same may be corrected and/or amended, as further provided by MCA §21-33-10; all for the immediate preservation of the public peace, health and safety for providing immediate and necessary water and sewer services, police and fire protection, health and morals of public school students, for the immediate and temporary preservation of order and of the public health and safety.

(F) The levy of ad valorem taxes for said Municipality and district as hereinafter made, do not exceed any limit prescribed by law and will not result in rendering in total receipts from all levies any amount more than the receipts from such source during the next preceding fiscal year plus an increase of not more than ten percent (10%) of such receipts as to said Municipality, nor in any amount more than the receipts from such source during the next preceding fiscal year, plus an increase of not more than seven percent (7%) of receipts as to such District as provided by law.

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

(G) The Governing Body of the Municipality is authorized and empowered to fix and establish the ad valorem tax levies for said Municipality and District to raise funds for the ensuing fiscal year as hereinafter provided.

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

SECTION 1. TAX LEVY

That an ad valorem tax of 107.65 mills be, and the same is hereby made, fixed and levied and declared for the year, 2017-2018, upon each dollar of assessed valuation of all taxable property as of January 1, 2017, within the corporate limits of the City of Long Beach, Mississippi (the "Municipality") and within the Long Beach Public School District with added territory (the "District"), as the same is now assessed and listed, or as the same may be hereafter assessed and listed or corrected or amended and furnished to the Municipality by the Board of Supervisors of Harrison County, Mississippi, upon the Real and Personal Property Assessment Rolls of said Municipality and District for the year, 2016, and upon the assessment of motor vehicles as made according to the provisions of the "Motor Vehicle Ad Valorem Tax Act of 1958", as amended, as shown on the Uniform Motor Vehicle Assessment Schedule for the Municipality and District for the year, 2017-2018 as adopted by the Municipality, and upon all of the Public Utilities Properties assessed by the State Tax Commission in said Municipality and District; all taxable according to law, in the amount of mills or fractional parts of mills, and for the purposes hereinafter set forth and as follows:

AD VALOREM TAX LEVY FOR THE MUNICIPALITY

(A) FOR GENERAL REVENUES AND GENERAL IMPROVEMENTS:

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(a) and 27-39-307] 47.68 Mills

(B) FOR MUNICIPAL BONDS AND INTEREST  
(Including General Obligation Notes):

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(d) and (e), and 21-33-87] 1.30 Mills

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TOTAL LEVY OF TAXES FOR MUNICIPAL PURPOSES 48.98 Mills

AD VALOREM TAX LEVY FOR THE LONG BEACH PUBLIC SCHOOL DISTRICT

(C) FOR SCHOOL DISTRICT MAINTENANCE:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b), 37-57-1, 37-57-105 and 37-57-107] 55.00 Mills

(D) FOR SCHOOL BUILDING PROGRAM:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101] 3.00 Mills

(E) FOR SCHOOL DISTRICT COSTS OF TAX COLLECTION

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b) and (g); 37-57-107 and 37-57-105] 0.67 Mills

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**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

TOTAL TAX LEVY FOR SCHOOL PURPOSES	58.67 Mills
TOTAL LEVY OF AD VALOREM TAXES FOR MUNICIPAL AND SCHOOL DISTRICT PURPOSES:	107.65 Mills

SECTION 2. COLLECTION OF TAX

That the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of the Municipality, by and through the Harrison County Tax Collector pursuant to contract with the Municipality, upon each dollar of assessed valuation of the Real and Personal Property Assessment Rolls of the Municipality and of the District as of the 1<sup>st</sup> day of January, 2017, and the ensuing year, and as said rates or levies are hereinabove respectively fixed, levied and declared, save and except as to such values as may be exempt, in whole or in part, as provided by the applicable laws of the State of Mississippi; and that the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of Harrison County, Mississippi, upon the motor vehicle assessments as contained upon the Uniform Motor Vehicle Assessment Schedule adopted by the Municipality, and/or the Board of Supervisors of Harrison County, Mississippi, as provided by law.

SECTION 3. FUNDS

That all taxes and/or moneys received by the Tax Collector of the Municipality, as a result of the above rates or levies, shall be placed in the appropriate fund or funds of the Municipality and of the District, respectively, as the case may be, and as above provided; and that said funds shall be expended in the manner and for the purpose for which the aforesaid levy or levies of ad valorem taxes are made, and for no other purpose, except as may be otherwise provided by law.

SECTION 4. RESOLUTION, CERTIFIED COPIES

That certified copies of this resolution shall be prepared by the City Clerk of the Municipality and transmitted, one each to (a) the Motor Vehicle Comptroller of the State of Mississippi, (b) the State Auditor of the State of Mississippi, (c) the State Tax Commission of the State of Mississippi, and (d) the Tax Collector of Harrison County, Mississippi.

SECTION 5. EFFECTIVE DATE

That for good cause shown as provided in the preamble to this resolution, and the immediate preservation of the public peace, health and safety so requiring it for the conduct of business of the Municipality and of the District, and it being necessary forthwith to transmit the levy or levies hereinabove made to each of the officers set forth in Section 4, above for purposes provided by law, this resolution shall take effect and be in force from and after its adoption; but the same shall nevertheless be published, printed and spread upon the official minutes of the Governing Body of the Municipality as provided by law.

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

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

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 5th day of September, 2017.

APPROVED:

  
\_\_\_\_\_  
GEORGE L. BASS, MAYOR

ATTEST:

  
\_\_\_\_\_  
KINI GONSOULIN, DEPUTY CITY CLERK

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## Minutes of September 5, 2017 Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up for consideration the matter of final approval and adoption of the Municipal Budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018, and for related purposes. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following resolution:

**A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, SETTING FORTH ANTICIPATED REVENUES AND EXPENDITURES OF SAID CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018; APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE CITY FOR SAID FISCAL YEAR; APPROPRIATING FUNDS FOR SAID BUDGET; AND FOR RELATED PURPOSES.**

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

(A) Pursuant to the provisions of MCA §21-35-5, the Governing Body of the Municipality prepared or caused to be prepared a complete budget of the municipal revenues, expenses, and working cash balances for the next fiscal year, including the amount to be raised by levy of ad valorem taxes, sales, fines and forfeitures, and other sources for the ensuing fiscal year beginning October 1, 2017 and ending September 30, 2018; and said Governing Body has further prepared a statement showing the aggregate revenues collected during the current fiscal year in the Municipality for municipal purposes, which statement shows every source of revenue along with the amount derived from each source;

(B) The Governing Body, on the 5<sup>th</sup> day of July, 2017, in regular meeting duly assembled, did adopt that certain order providing for a proposed municipal budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2017, and ending September 30, 2018; providing for a public hearing to give the general public an opportunity to make oral or written comment on the taxing and spending plan incorporated in said budget; providing for notice of such hearing; and for related purposes.

(C) Pursuant to the aforesaid order a copy of said proposed Municipal Budget in detail was filed and remained on file in the office of the City Clerk at the City Hall in the Municipality and at the Long Beach Public Library, in the Municipality for public inspection and examination during business hours as provided in the said resolution;

(D) Notice of the Budget and Tax Levy Public Hearing provided for in the said resolution to be held at the Long Beach City Hall in said Municipality at 5:00 o'clock p.m. on Tuesday, August 15, 2017, was published in *The Sun Herald*, a newspaper qualified under the provisions of MCA §13-3-31, which newspaper is published in Harrison County, Mississippi, wherein the Municipality is located, and has a general circulation in said Municipality; such publication having been made in said newspaper in the issue of August 1, 2017, and August 8, 2018 and proof of publication of which notice with clipping attached is on file in the office of the City Clerk of the Municipality;

(E) The Governing Body of the Municipality did meet at the Long Beach City Hall Meeting Room in said Municipality at 5:00 p.m. on Tuesday, August 15, 2017, the date fixed for holding of said public hearing, and did hold such hearing on the taxing and spending plan incorporated in the aforesaid proposed Municipal Budget; at which hearing all persons and the general public were given an opportunity to be heard and to make oral or written comment on the taxing and spending plan incorporated in said proposed Municipal Budget and Tax Levy for Municipality for the ensuing fiscal year; and

(F) At and after the aforesaid public hearing the Governing body did provide for amendments to said Municipal Budget, and thereafter, on the 5<sup>th</sup> day of September, 2017, at least one (1) week following the said public hearing, the said Municipal Budget was finalized, which final Municipal

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

Budget for the Municipality for the fiscal year beginning October 1, 2017, and ending September 30, 2018, should be now finally approved and adopted and appropriations therefore made in words and figures made a part of this resolution as hereinafter set forth.

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

**SECTION 1. Adoption of Municipal Budget**

The Municipal Budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2017, of anticipated revenues and the estimated expenditures for the said fiscal year be, and the aforesaid Municipal Budget is finally approved and adopted as and for the Municipal Budget for the Municipality in words and figures as follows:

See Attached Exhibit "A"

**SECTION 2. Appropriations**

The amounts, respectively, hereinabove in Section 1 set forth as anticipated revenues and the corresponding anticipated expenditures in each of the funds and categories as authorized to be expended, be, and the same are hereby, appropriated for the purposes and in the amounts hereinabove set forth, as and for the Municipal Budget Appropriation of Revenues and Expenditures to be made for the fiscal year, October 1, 2017, through September 30, 2018.

**SECTION 3. Publication of Budget**

As provided by MCA §21-35-5, the Budget Summaries as hereinabove in Sections 1 and 2 set forth in the Municipal Budget aforesaid, shall be published one (1) time in The Sun Herald, a newspaper qualified under the provisions of MCA §13-3-31, published in Harrison County, Mississippi, having a general circulation in the city of Long Beach, Mississippi, there being no newspaper published in the Municipality so qualified to publish legal notices.

**SECTION 4. Repeal of Conflicting Resolutions**

All orders and resolutions of the Governing Body of the Municipality in conflict with the provisions of this resolution are hereby modified, rescinded and repealed to the extent of such conflict.

**SECTION 5. Effective Date**

It being necessary and in the public interest that appropriations for the fiscal year beginning October 1, 2017, be made and expenditures thereof authorized in order to provide necessary municipal services, including services, sewer services, fire protection services, police protection services, and other proper municipal purposes and in order to provide for the immediate and

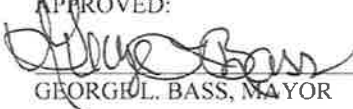
**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

temporary preservation of the public peace, and the immediate preservation of order and of the public health and safety and to provide for the general welfare of the community, this resolution shall take effect and be in full force and effect from and after its adoption.

Alderman McCaffrey seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the mayor. the result was as follows:

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

The question having received the affirmative vote of all the Aldermen present and voting the Mayor declared the motion carried and the resolution adopted and approved this the 5<sup>th</sup> day of September, 2017.

APPROVED:  
  
 GEORGE L. BASS, MAYOR

ATTEST:  
  
 KINI GONSOULIN, DEPUTY CITY CLERK

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

Exhibit A City of Long Beach, Mississippi - Proposed Municipal Budget Fiscal year 2017 - 2018								
Revenues	General Government 47.68 Mills	Municipal Debt Serv 1.3 Mills	Debt Serv Schools	Water/Sewer	Port/Harbor	Capital Imp. Funds	Special Revenue	Total
Cash Reserves	214,040						451,613	665,653
Property Tax	4,195,042	114,378						4,309,420
Lot Clean Up	15,000							15,000
Personal Property Taxes	173,538	4,732						178,270
Public Utility Taxes	163,538	4,459						167,997
Automobile Tags	894,053	24,376						918,429
Mobile Home Prior Year	38,938	1,062						40,000
Payments in Lieu of Taxes	10,000							10,000
Penalties & Interest	100,000							100,000
Sales Tax	1,435,000			10,000	18,900			1,463,900
Privilege Licenses	25,000							25,000
Building Permits	60,000							60,000
Plumbing Permits	20,000							20,000
Electrical Permits	15,000							15,000
Contractors Permits	2,500							2,500
Home Occupancy Permits	1,000							1,000
Franchise Fees	650,000							650,000
Police Grants	50,000							50,000
Federal Fire Grants								
School Resource Officer	50,486							50,486
Library Insurance Grant	23,000							23,000
Fines/Forfeits	500,000							500,000
Library Fines	13,000							13,000
Maintenance Fee	30,000							30,000
Vehicle Usage	6,500							6,500
State Municipal Aid	8,000							8,000
ABC License	15,000							15,000
Fire Rebate	95,000	68,372						163,372
DPS Grant	24,000							24,000
Fuel Tax	10,000							10,000
Homestead Reimbursement	169,382	4,618						174,000
Police Academy	10,000							10,000
County Road Tax	40,000							40,000
County Rail Tax	3,000							3,000
Maps/Copies	100							100
Zoning Fees	5,000							5,000
User Fees	8,000							8,000
Summer Rec Program	15,000							15,000
Senior Nutrition	10,000							10,000
Senior Crafts	7,000							7,000
F/D Other Grants	2,500							2,500
Admin Reimbursement	332,802			15,235				348,037
Police Sys Reimbursement	5,000							5,000
Cemetery	16,000							16,000
Rents	15,000							15,000
Interest Earned	25,000							25,000
Other Revenue	20,000			20,000				40,000
Credit Card Fees	1,500							1,500
Loan Proceeds								
Cemetery Lots	20,000							20,000
Dockage Fees					270,000			270,000
Rents (Land Leases)					70,000			70,000
Store Sales					500			500
Delinquent Charges				130,000	3,000			133,000
Contingency				150,000				150,000
Water Charges				1,300,000				1,300,000
Sewer Charges				1,285,000				1,285,000
Sewer Treatment				800,000				800,000
Waste Water Debt				1,860,000				1,860,000
Solid Waste				887,000				887,000
Water Tap				10,000				10,000
Sewer Tap				15,000				15,000
Bond Proceeds								
<b>Total Revenues</b>	<b>9,542,919</b>	<b>221,997</b>		<b>6,482,235</b>	<b>362,400</b>		<b>451,613</b>	<b>17,061,164</b>

Minutes of September 5, 2017  
 Mayor and Board of Aldermen

Exhibit A						
City of Long Beach, Mississippi - Proposed Municipal Budget						
Fiscal year 2017- 2018						
Expenditures	Personnel	Supplies	Other Charges/Services	Capital Outlay	Transfers Out	Total
Mayor's Office	147,167	1,800	7,850	-	-	156,817
Aldermen	90,700	-	-	-	-	90,700
Municipal Court	217,277	3,845	233,610	-	-	454,732
Legal	-	-	12,000	-	-	12,000
General Administration	235,235	4,500	3,050	-	-	242,785
Municipal Operations	-	18,475	1,042,150	-	-	1,060,625
Police Dept	2,844,053	283,400	223,900	38,000	-	3,389,353
Fire	2,186,277	113,896	58,000	15,000	68,372	2,441,545
Streets & Drainage	-	138,900	666,281	-	-	805,181
Vehicle Maintenance	-	6,800	-	-	-	6,800
Parks & Cemeteries	-	4,325	-	-	-	4,325
Library	247,048	25,200	25,350	-	-	297,598
Senior Citizens	97,244	27,150	1,400	-	-	125,794
Recreation	167,904	57,000	56,821	26,000	-	307,725
Planning & Zoning	127,839	3,700	15,400	-	-	146,939
<b>Total General Fund</b>	<b>6,360,744</b>	<b>688,991</b>	<b>2,345,812</b>	<b>79,000</b>	<b>68,372</b>	<b>9,542,919</b>
<b>Enterprise Funds</b>						
Water/Sewer Operation & Maintenance	89,886	484,135	4,876,844	103,000	-	5,553,865
Port/Harbor	236,150	9,200	111,702	-	-	357,052
<b>Total Enterprise Funds</b>	<b>326,036</b>	<b>493,335</b>	<b>4,988,546</b>	<b>103,000</b>	<b>-</b>	<b>5,910,917</b>
<b>Capital Improvement Fund</b>						
Drainage Projects						
<b>Total Capital Improvement Funds</b>						
<b>Capital Improvement Funds - Special Revenue</b>						
Capital Improvement - Mittal Steel Escrow						
Capital Improvement - W/S Infrastructure				282,962	-	282,962
Capital Improvement - Developers Proceeds				168,651	-	168,651
<b>Total Special Revenue</b>				<b>451,613</b>	<b>-</b>	<b>451,613</b>
<b>Debt Service Funds</b>						
			Fees	Principal	Interest	Total
Municipal			4,000	184,990	28,563	217,553
Water/Sewer				207,256	20,540	227,796
<b>Total Debt Service Funds</b>			<b>4,000</b>	<b>392,246</b>	<b>49,103</b>	<b>445,349</b>
<b>Total Expenditures</b>						<b>\$ 16,350,798</b>

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There came on for consideration a letter from Jennifer A. Glenn, President of the Carnival Association of Long Beach and Resolution as follows:

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**363**



**CALB**

**P.O. Box 120**

**Long Beach, MS 39560**



August 22, 2017

Honorable George Bass  
Mayor, City of Long Beach  
Post Office Box 929  
Long Beach, MS 39560

Dear Mayor Bass,

The Carnival Association of Long Beach is a 501c3 with a vested interest in the City of Long Beach. We have been in existence since 1960 raising money for not only St. Vincent de Paul School but many local charities.

Every year, we begin the carnival season in August with the announcement of our King and Queen candidates for the upcoming year. This year, Shane Walker and Linda Frost are our candidates who will be working hard, along with the CALB Board, to bring events to Long Beach so our businesses can benefit. We are proud of our beautiful city and would like to continue to showcase all that Long Beach has to offer.

We would like to ensure our annual parade continues to bring the many revelers and consumers to our City. This year, the Coronation Ball will be held on Friday, February 2 and the parade will be held on Saturday, February 3, 2018. We would sincerely appreciate your assistance in requesting the stage from the Harrison County Supervisors for this event. We ask that the county deliver the stage no later than Friday, February 1<sup>st</sup> at the Long Beach City Hall.

We would also like to stage and large tent from the Harrison County Supervisors for a Fall Festival on Saturday, November 11. We would like the items delivered by November 10<sup>th</sup>. The Fall Festival will take place at the Town Green and will consist of a chili cook-off, family friendly events and a 5K race to commemorate this event and honor our Veterans. We have coordinated with the Main Street Association and First United Methodist Church regarding our event and plan to work together. This will be our Inaugural Fall Festival for great day of family fun.

I have attached a sample letter that was used in the past by the previous administration to the Board of Supervisors. I am available if you need any further information and will be attending the City Council meeting to provide any additional information.

Thank you for your assistance in our requests,

Sincerely,

Jennifer A. Glenn  
President, Carnival Association of Long Beach

**Minutes of September 5, 2017**  
**Mayor and Board of Aldermen**

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 5th day of September, 2017, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION SEEKING THE ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS IN USE OF HARRISON COUNTY'S VIEWING STAGE, TENT AND EQUIPMENT AS A VIEWING STAND FOR THE CITY'S ANNUAL MARDI GRAS PARADE AND OTHER EVENTS IN THE CITY OF LONG BEACH, AND FOR OTHER PURPOSES

**WHEREAS**, the City of Long Beach and the Board of Supervisors of Harrison County, Mississippi have heretofore entered into an Interlocal Agreement to allow and provide for the exchange of services and the provision of assistance between them on behalf of the citizens of Long Beach and Harrison County; and

**WHEREAS**, from time to time and on occasion the City has sought the assistance of Harrison County in use of County equipment or facilities, or in paving roads, public parking lots and other public areas in need of repair, and the Harrison County Board of Supervisors has generously responded and complied whenever possible with such requests; and

**WHEREAS**, the Harrison County Board of Supervisors has in its possession a viewing stand or stage, tent and related equipment suitable to be used as a viewing stand or stage for various public functions and events; and

**WHEREAS**, in the City of Long Beach there occurs annual events, including but not limited to a Mardi Gras parade in which events draw tourist and others to the downtown area of the City and bring substantial business and public notice of the amenities and business opportunities which exist in the City of Long Beach and is of substantial benefit to the City of Long Beach; and

**WHEREAS**, the City of Long Beach is without sufficient resources and proper equipment to construct and provide a viewing stand or stage for such parade and events, and such is necessary and desirable for municipal purposes; and

**WHEREAS**, the City of Long Beach hereby seeks the assistance of the Harrison County Board of Supervisors by requesting the Board of Supervisors allow the use by the City of Long Beach of its viewing stand or stage for such parade and events for the benefit, protection, health

**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

and safety of all citizens of Harrison County.


**NOW, THEREFORE**, be it resolved by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors be, and same hereby are requested to provide such assistance as may be available to the City of Long Beach and the citizens of Harrison County by allowing the City the use of its viewing stand or stage, tent and related equipment for use as a viewing stand or stage for various public functions and events.


**BE IT FURTHER RESOLVED**, by the Mayor and Board of Aldermen of the City of Long Beach that we express our appreciation to Supervisor Marlin Ladner and the entire Harrison County Board of Supervisors for any assistance it is able to provide in this request.

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. This question being put to a roll call vote by the Mayor, the result was a follows:

Alderman Ron Robertson	voted	Absent, not voting
Alderman Tim McCaffrey	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Mark Lishen	voted	Absent, not voting
Alderman Tricia Bennett	voted	Absent, not voting
Alderman Donald Frazer	voted	Aye

The question having received the Affirmative vote of Aye of the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 5th day of September, 2017.

APPROVED:  
  
George L. Bass, Mayor

ATTEST:  
  
Kini Gonsoulin, Deputy City Clerk

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Minutes of September 5, 2017  
Mayor and Board of Aldermen

There came on for consideration a letter from Kenneth D. Thompson, District Governor of Rotary, as follows. Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve aforesaid and waive fees.

Rotary  
District 6840



August 9, 2017

Mayor of Long Beach and Board of Aldermen  
20257 Daugherty Road  
P. O. Box 928  
Long Beach, MS 39560

Dear Sirs:

Rotary District 6840 requests the use of the Long Beach Recreation and Senior Citizen Center on Saturday, May 12, 2018. The district, comprised of 49 clubs and 2,000 Rotarians in southern Mississippi and southeastern Louisiana, will be training incoming club officers who will be taking office July 1, 2018. The district officers will also be meeting after lunch to discuss district business. We will need the facility from 7:00 am to 4:00 pm.

Yours truly,

Kenneth D. Thompson  
District Governor (2018-19)  
Rotary District 6840

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Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve Fiscal Year 2016-2017 Budget Amendments, as follows:

Comptroller's Office

# Memo

**To:** Becky Schruff  
**From:** Kini Gonsoulin  
**Date:** 8/24/2017  
**Re:** Budget Amendment

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Please submit the attached budget amendments for consideration on the September 5, 2017 board meeting. These are the year end amendments that are made to make sure our budget is in compliance.

If you have any questions regarding this request, please do not hesitate to ask. Thank You.

City of Long Beach

Budget Amendment Request

Fund Name General Date 9/5/2017  
 Department # 146 Budget Entry # \_\_\_\_\_  
 Department Name Municipal Operations

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Building Maintenance 146-611000	3,000		10,500	13,500
Insurance Premiums 146-629300	625,000		(10,500)	614,500

Amendment to transfer funds within the Municipal Operations to cover necessary repairs to the air conditioning system and electronic locks and cameras.

Amendment #19

City of Long Beach  
 Budget Amendment Request

Fund Name \_\_\_\_\_ Hurricane \_\_\_\_\_ Date \_\_\_\_\_ 9/5/2017  
 Department # \_\_\_\_\_ 169 \_\_\_\_\_ Budget Entry # \_\_\_\_\_  
 Department Name \_\_\_\_\_ Hurricane Isaac \_\_\_\_\_

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Engineering Fees 169-621100-749	-	-	6,979	6,979
Engineering Fees 169-621100-763	-	-	1,137	1,137
Administrative Fees 169-624100-749	-	-	1,563	1,563
FEMA/MEMA Proceeds 030-455502	-	-	(9,679)	(9,679)

Amendment to budget funds to be reimbursed by FEMA/MEMA for Hurricane Isaac

Amendment #20

**City of Long Beach**

Budget Amendment Request

Fund Name	Capital Projects	Date		
Department #	345	Budget Entry #		9/5/2017
Department Name	Capital Projects			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Engineering Fees 345-621100-10001	-	-	3,765	3,765
Cap Proj - Pineville Road Sidewalks Study 345-640100-10007	-	-	46,900	46,900
Cap Proj - Pineville Road Sidewalks 345-640100-10009	-	-	34,160	34,160
Grant Revenues			(84,825)	

Amendment to budget funds for various capital projects that will be reimbursed by grants.

Amendment #21

City of Long Beach  
 Budget Amendment Request

Fund Name \_\_\_\_\_ Date \_\_\_\_\_  
 Department # 410 Budget Entry # \_\_\_\_\_  
 Department Name Library Grants

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 410-610700	-	-	390	390
Building Maintenance 410-611000	-	-	2,284	2,284
Leo Seal Funds	-	-	(2,674)	(2,674)

Amendment to budget funds spent from the Leo Seal library funds.

Amendment #22

**City of Long Beach**  
 Budget Amendment Request

Fund Name \_\_\_\_\_ Port/Harbor \_\_\_\_\_ Date \_\_\_\_\_ 9/5/2017  
 Department # 445 \_\_\_\_\_ Budget Entry # \_\_\_\_\_  
 Department Name Port/Harbor \_\_\_\_\_

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Projects 445-640100	-	-	2,500	2,500
Harbor Fund Balance			(2,500)	(2,500)

Amendment to budget funds for emergency pier repairs

Amendment #23

City of Long Beach  
 Budget Amendment Request

Fund Name Tidelands Date 9/5/2017  
 Department # 448 Budget Entry # \_\_\_\_\_  
 Department Name Tidelands

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Cap Proj Contractual Fees 448-646209	-	-	29,653	29,653
Cap Proj Engineering Fees 448-646211	-	-	37,192	37,192
Tidelands Funds			(66,845)	

Grant to budget funds expended and to be reimbursed by the Tidelands grant

Amendment #24



City of Long Beach

Budget Amendment Request

Fund Name \_\_\_\_\_ Date \_\_\_\_\_  
 Department # \_\_\_\_\_ Budget Entry # \_\_\_\_\_  
 Department Name \_\_\_\_\_  
 Water/Sewer \_\_\_\_\_  
 825 \_\_\_\_\_  
 Sewer Operations \_\_\_\_\_

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Wastewater Treatment 825-627500	885,000	-	101,000	986,000
Water/Sewer Fund Balance			(101,000)	(101,000)

Amendment to budget additional funds for wastewater treatment due to overage.

Amendment #25

City of Long Beach  
 Budget Amendment Request

Fund Name Water/Sewer Date 9/5/2017  
 Department # 850 Budget Entry # \_\_\_\_\_  
 Department Name Water/Sewer Contingent

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Contractual Fees 850-620900	100,000	-	62,744	162,744
Engineering Fees 850-621100	-	-	19,140	19,140
Operating Supplies 850-610700	25,000	-	(25,000)	-
Capital Outlay 850-630100	25,000	-	(25,000)	-
Contingency Funds			(31,884)	

To transfer funds within the Water/Sewer Contingency fund

Amendment #26

City of Long Beach  
Budget Amendment Request

Fund Name	Unemployment	Date	9/5/2017
Department #	915	Budget Entry #	
Department Name	Unemployment		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Unemployment Benefits 915-624000	-		2,229	2,229
Unemployment Fund			(2,229)	(2,229)

Amendment to allocate funds for unemployment benefits paid.

Amendment #27

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There came on for consideration a request to refund Town Green rental fees to Haley and Chase Jordan. The Jordans were unable to hold their wedding at the Town Green due to inclement weather. After discussion, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried authorizing a refund of rental fees in the amount of \$250.

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**Minutes of September 5, 2017  
Mayor and Board of Aldermen**

**377**

August 21, 2017

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

Dear Mayor Bass and Board of Aldermen:

Attached is the Long Beach Concert Choir Association's application to use the Harper McCaughan Town Green, Saturday, December 9, 2017 for its annual Christmas on the Avenue fund-raiser. This event provides a majority of funds for the Concert Choir to represent the city and school at state contests, honor choir events and provide assistance to students for choir expenses.

Since this event is a fund-raiser, we would like to request that the fees associated with using the Harper McCaughan Town Green be waived. Please contact me with any questions.

Your consideration is appreciated.

Sincerely,



Michele Milliet  
LBCCA President  
601-325-0414

Minutes of September 5, 2017  
Mayor and Board of Aldermen

CITY OF LONG BEACH  
SPECIAL EVENT APPLICATION  
City Clerk's Office \* 201 Jeff Davis Avenue \* P.O. Box 929 \* Long Beach, MS 39560

Date Received By Clerk's Office: 9/22/17 Time: mail By: CS

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

Sponsoring Organization's Legal Name: Long Beach Concert Choir Association  
Organization Address: P.O. Box 518, Long Beach, MS 39560  
Organization Agent: Michele Millet Title: 1001-325-0414  
Phone: 1001-325-0414 Work Home same During event same  
Agent's Address: 8083 Red Creek Road, Long Beach, MS  
Agent's E-Mail Address: michelliet@yahoo.com  
Event Name: Christmas on the Avenue

Please give a brief description of the proposed special event: Annual  
Choir event held each year @ town green -  
Multiple vendors w/ food & hand-made  
items.

Event Day(s) & Date(s): 12/9/17 Event Time(s): 9am - 5pm  
Set-Up Date & Time: 7:00am Tear-Down Date & Time: 5:00 PM  
Event Location: HM Town Green

ANNUAL EVENT: Is this event expected to occur next year?  YES  NO  
How many years has this event occurred? ? 10+ ?

ADOPTED: 11.15.11-BOARD ACTION

Minutes of September 5, 2017  
Mayor and Board of Aldermen

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

**STREET CLOSURES:** Start Date/ Time: \_\_\_\_\_ through Date/ Time \_\_\_\_\_

**RESERVED PARKING:** Are you requesting reserved parking? YES NO

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

normally park around town green

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

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

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

If yes, what time? \_\_\_\_\_ Until \_\_\_\_\_

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

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

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 500 +/-

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

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

**REST ROOMS:** Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? \_\_\_\_\_

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

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

food vendors + few other vendors will need electricity. Standard Restroom facility will be fine - make sure unlocked !!

ADOPTED: 11.15.11-BOARD ACTION

Minutes of September 5, 2017  
Mayor and Board of Aldermen

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

LBCCA will provide

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

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

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

8/21/17  
Date

Michelle Miller  
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

Minutes of September 5, 2017  
Mayor and Board of Aldermen

Event Title: LBOCA Christmas on the Avenue

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept.: WJL Recommend Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Fire Dept.: MM Recommend Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Public Works: DW Recommend Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Traffic Eng.: \_\_\_\_\_ Recommend Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Parks/REC: JR Recommend Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Have businesses been notified for street closures?: YES NO

Reason for disapproval \_\_\_\_\_

Any special requirements/conditions \_\_\_\_\_

Insurance / Indemnification Received: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Approval/ Denial Mailed: \_\_\_\_\_

ADOPTED: 11.15.11-BOARD ACTION

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the aforesaid Special Event Application and waive all associated fees.

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Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried acknowledging receipt of the July 2017, Revenue/Expense Report.

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Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to schedule a public hearing, Tuesday, October 3, 2017, at 5:00 o'clock p.m., City



Minutes of September 5, 2017  
Mayor and Board of Aldermen

Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not certain parcels of property situated in the City of Long Beach are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; said properties are as follows:

- 402 South Burke Avenue assessed to Lanelle Davis

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The Mayor recognized the City Attorney for his report, and no official action was required or taken.

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There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to recess until Monday, September 11, 2017 at 5:00 o'clock p.m.

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APPROVED:



Alderman Donald Frazer At-Large

Alderman Ronald Robertson, Ward 1



Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

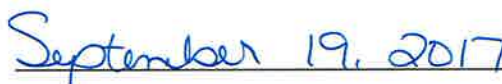


Alderman Timothy McCaffrey, Jr., Ward 4



Alderman Mark E. Lishen, Ward 5

Patricia Bennett, Ward 6



Date

ATTEST:



Kini Gonsoulin, Deputy City Clerk