

Minutes of June 3, 2014
Mayor and Board of Aldermen

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Be it remembered that five (5) public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held, at 5:00 o'clock p.m., Tuesday, the 3rd day of June, 2014, in the Long Beach City Hall, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearings.

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

Alderman Mark E. Lishen was out of town and absent the public hearing.

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

The first public hearing was called to order to consider whether or not a parcel of property situated in the City of Long Beach, Mississippi, located at 0 8th Street and assessed to Percy Floyd and Sharolyn Massey, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- Notice of Hearing was sent via certified mail, electronic receipt requested, to the property owners, Percy Floyd and Sharolyn Massey, 104 Woodstock Street, El Sobrante, CA, 94803, as the same appears of record on the Harrison County 2013 Real Property Rolls.
- Said notice of hearing was returned to sender on May 31, 2014, by the United States Postal Service, not deliverable as addressed, unable to forward.
- Said Notice of Hearing was posted on the subject property, 0 8th Street, Long Beach, Mississippi; at City Hall, the Water Department, the Building Official/Zoning Enforcement Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website www.cityoflongbeachms.com; said notice is as follows:

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Mayor and Board of Aldermen

City of Long Beach

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



WILLIAM SKELLIE, JR.
 MAYOR

CITY CLERK
 TAX COLLECTOR
 Rebecca E. Schuff

CITY ATTORNEY
 James C. Simpson, Jr.

May 6, 2014

Percy Floyd and Sharolyn Massey
 104 Woodstock Street
 El Sobrante, CA 94803

91 7199 9991 7033 4873 8948

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 May 6, 2014, hold a public hearing at 5:00 p.m., Tuesday, June 3, 2014, 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 Percy Floyd and Sharolyn Massey, and situated in the City of Long Beach, Mississippi, at 0 8th Street, 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: 0 8th Street, Long Beach, Mississippi

Parcel Number: 0611P-05-066.002

Legal Description: N 15 FT OF LOT 34 & ALL OF LOTS 35 & 36 BLK 6 BAZELTON SUBD PART OF SW 14/ OF SE ¼ OF SEC 12-8-12

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

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Mayor and Board of Aldermen

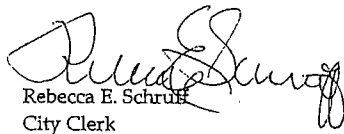
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expense of cleaning of said property shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authority 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 6th day of May, 2014.


Rebecca E. Schruiff
City Clerk


Minutes of June 3, 2014
Mayor and Board of Aldermen

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Tracking Number: 9171999991703348738948

Expected Delivery Day: Saturday, May 10, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Certified Mail™

Return Receipt Electronic

DATE & TIME

STATUS OF ITEM

LOCATION

May 31, 2014, 10:49 am

Available for Pickup

LONG BEACH, MS 39560

Your item arrived at the LONG BEACH, MS 39560 post office at 10:49 am on May 31, 2014 and is ready for pickup. Information, if available, is updated periodically throughout the day. Please check again later.

May 31, 2014, 6:05 am

Arrival at Unit

LONG BEACH, MS 39560

May 31, 2014, 4:34 am

Processed through USPS Sort Facility

GULFPORT, MS 39503

May 31, 2014, 2:40 am

Depart USPS Sort Facility

MOBILE, AL 36619

May 30, 2014, 11:05 pm

Processed through USPS Sort Facility

MOBILE, AL 36619

May 28, 2014, 4:46 pm

Processed through USPS Sort Facility

WEST SACRAMENTO, CA 95799

May 27, 2014, 10:17 pm

Processed through USPS Sort Facility

WEST SACRAMENTO, CA 95799

May 27, 2014, 4:08 am

Depart USPS Sort Facility

WEST SACRAMENTO, CA 95799

May 26, 2014, 3:07 pm

Processed through USPS Sort Facility

WEST SACRAMENTO, CA 95799

May 10, 2014, 9:32 am

Undeliverable as Addressed

EL SOBRANTE, CA 94803

May 10, 2014, 2:34 am

Processed through USPS Sort Facility

OAKLAND, CA 94615

May 10, 2014, 2:10 am

Depart USPS Sort Facility

OAKLAND, CA 94615

May 9, 2014, 11:06 pm

Processed through USPS Sort Facility

OAKLAND, CA 94615

May 8, 2014

Electronic Shipping Info Received

May 8, 2014, 6:23 am

Depart USPS Sort Facility

GULFPORT, MS 39503

Available Actions

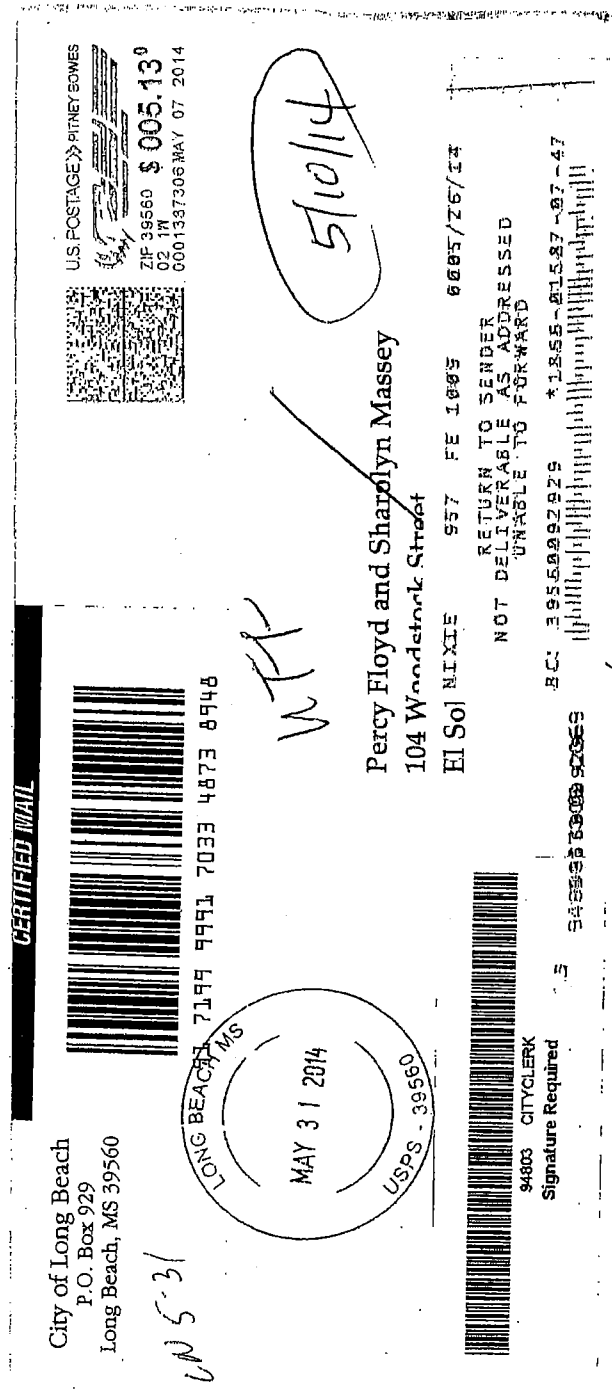
USPS Text Tracking™

Email Updates

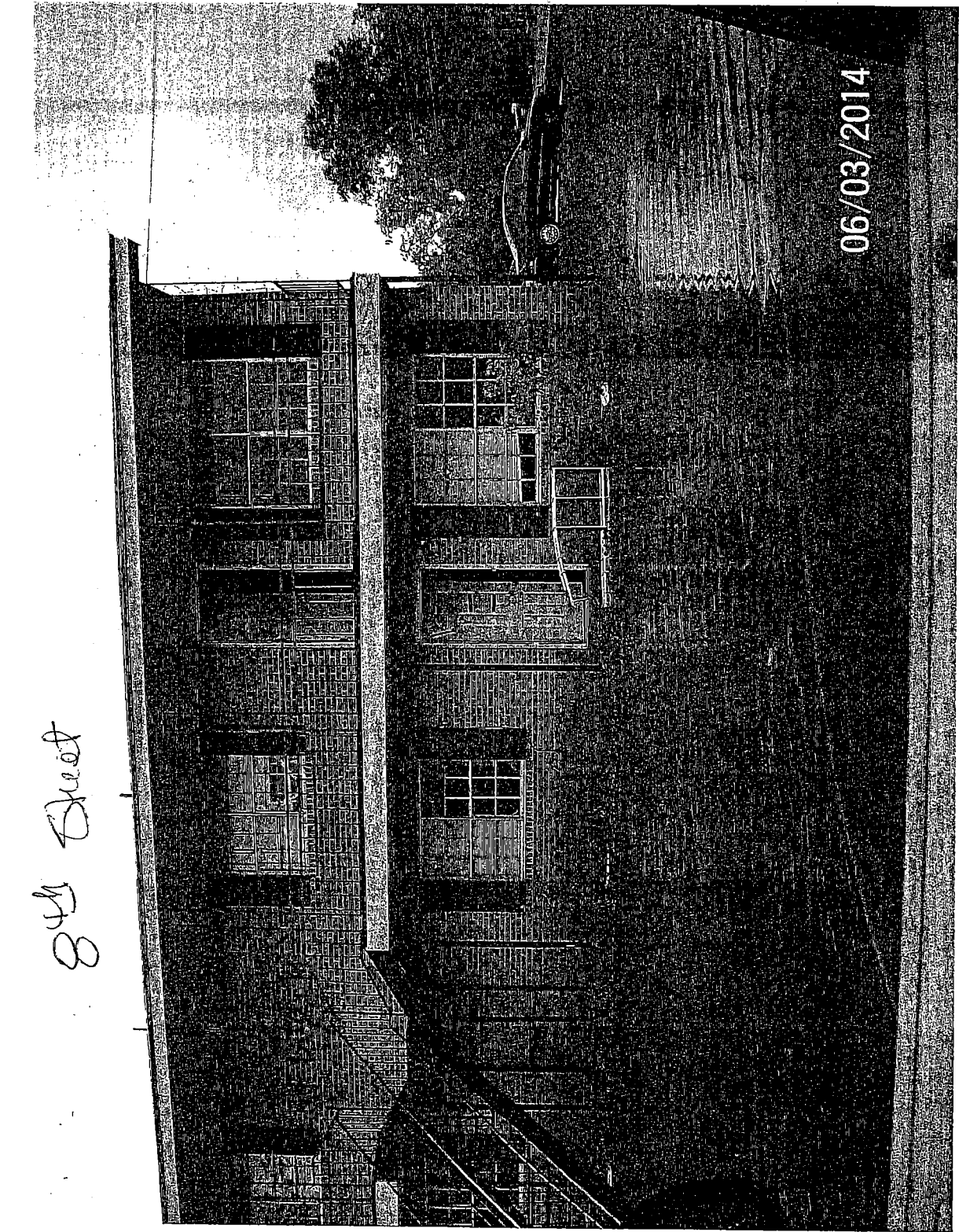
https://tools.usps.com/go/TrackConfirmAction.action?iRef=fullpage&tLc=1&text28777=&t... 6/2/2014

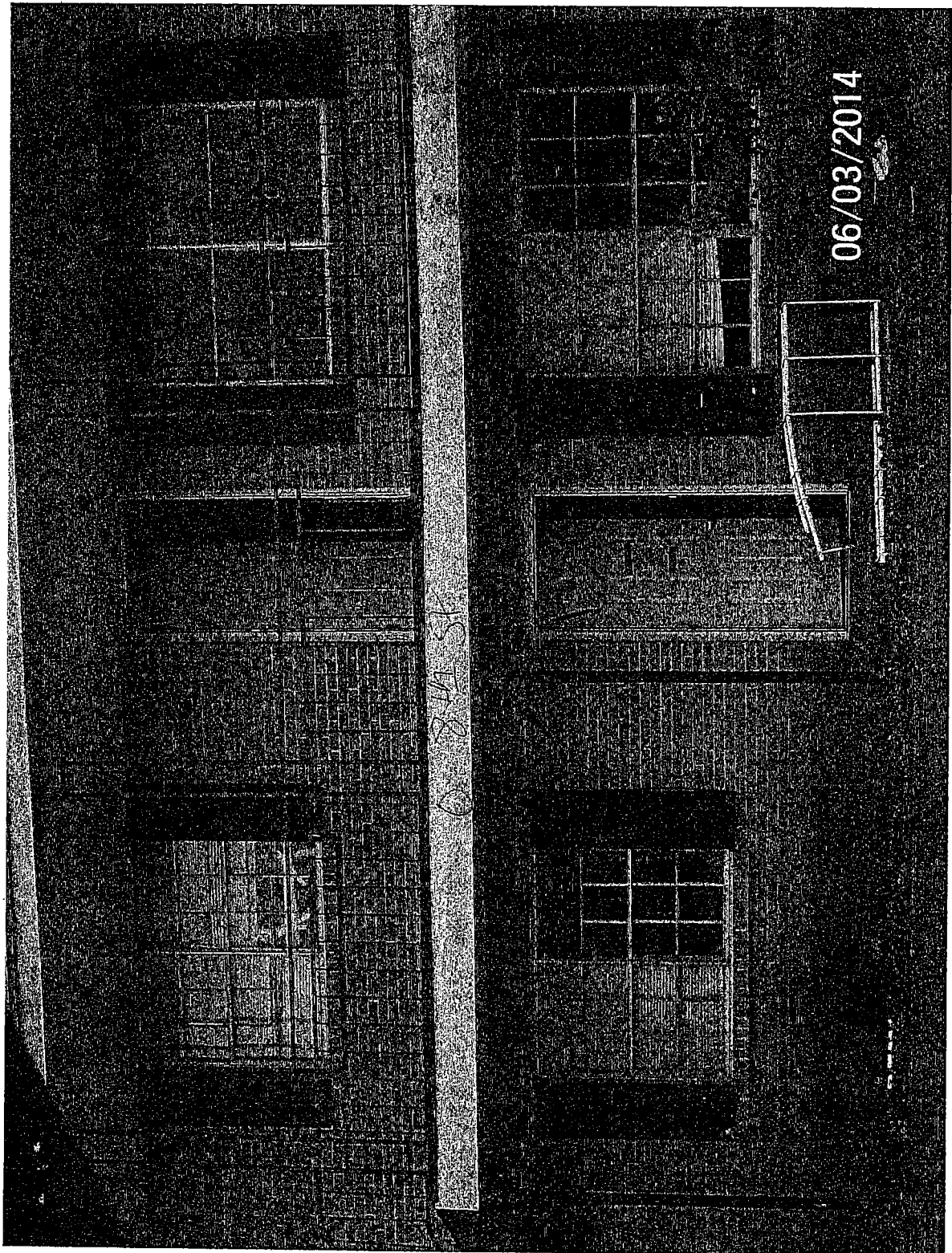
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- The Clerk submitted photographs taken by Building Official Earl Levens on June 3, 2014, depicting the subject property, 0 8th Street, Long Beach, Mississippi, in its present condition, as follows:





- The Clerk submitted a sworn affidavit from Building Official Earl Levens affirming the posting of legal notice on the subject property, 0 8th Street, Long Beach, Mississippi, and photographs taken June 3, 2014; said affidavit is as follows:

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AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

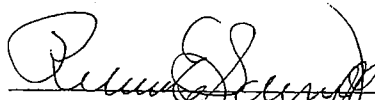
BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared EARL LEVENS, known to me to be the Building Official of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as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

1. That he is the duly appointed and acting Building Official 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 or before May 19, 2014, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to Percy Floyd and Sharolyn Massey and located at 0 8th Street, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on June 3, 2014, 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 June 3, 2014.

This the 3rd day of June, 2014.


REBECCA E. SCHIRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 3rd day of June, 2014.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

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

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

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Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 0 8th Street, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Carrubba 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 0 8TH STREET, LONG BEACH, MISSISSIPPI, TO BE A MENACE TO
THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND REQUIRING
OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 0 8th Street, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of May 6, 2014, 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 June 3, 2014, 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

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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 uncleanness 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 0 8th Street, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611P-05-066.002, and according to said tax records is owned by Percy Floyd and Sharolyn Massey, is at present in such a state of uncleanness 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/Zoning Official Earl Levens dated April 15, 2014, 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 order, and the question being put to a roll call vote by the Mayor, the result was as

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follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

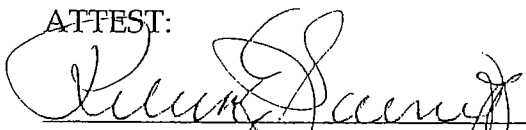
The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 3rd day of June, 2014.



APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schuff, City Clerk

The second public hearing was called to order to consider whether or not two parcels of property situated in the City of Long Beach, Mississippi, located at 0 and 127 Markham Drive, assessed to Paul McKnight and Wife, are in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- Notice of Hearing was sent via certified mail, electronic receipt requested, to the property owners, Paul McKnight and Wife, 19581 Riverline Drive E., Saucier, Mississippi, 39574, as the same appears of record on the Harrison County 2013 Real Property Rolls.
- Said notice of hearing was delivered on May 8, 2014, by the United States Postal Service.
- Said Notice of Hearing was posted on the subject properties, 0 and 127 Markham Drive, Long Beach; at City Hall, the Water Department, the Building Official/Zoning Enforcement Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website www.cityoflongbeachms.com; said notice is as follows:

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Mayor and Board of Aldermen

City of Long Beach

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



WILLIAM SKELLIE, JR.
 MAYOR

CITY CLERK
 TAX COLLECTOR
 Rebecca E. Schruoff

CITY ATTORNEY
 James C. Simpson, Jr.

May 6, 2014

Paul McKnight and Wife
 19581 Riverline Drive E
 Saucier, MS 39574

91 7199 9991 7033 4873 8979

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 May 6, 2014, hold a public hearing at 5:00 p.m., Tuesday, June 3, 2014, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not two parcels of land owned by and/or assessed to Paul McKnight and Wife, and situated in the City of Long Beach, Mississippi, at 0 Markham Drive and 127 Markham Drive, 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: 127 Markham Drive and 0 Markham Drive, Long Beach, Mississippi

Parcel Number: 0512J-01-029.000 and 0512J-01-030.000

Legal Description: LOTS 15 TO 18 INC THOMAS SUBD PART OF LOTS 33 TO 35 WHITE & CALVERT SURVEY S OF L&N RR SEC 22-8-12 [and] LOTS 19 TO 22 INC BLK 6 THOMAS SUBD OF LOTS 33 TO 35 WHITE & CALVERT SURV S OF L&N RR SEC 22-8-12

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 clearing the property and may also impose a penalty of One Thousand Five Hundred Dollars(\$1,500.00) or fifty (50%) of such actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The cost assessed against the property means the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done. The action herein authorized shall not be undertaken against any one (1) parcel of land more than six (6) times in any one (1) calendar year, and the

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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 6th day of May, 2014.


Rebecca E. Schuff
City Clerk


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Mayor and Board of Aldermen

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Tracking Number: 9171999891703348738879

Expected Delivery Day: Thursday, May 8, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Certified Mail™

Return Receipt Electronic

DATE & TIME	STATUS OF ITEM	LOCATION
May 8, 2014, 1:06 pm	Delivered	SAUCIER, MS 39574

Your item was delivered at 1:06 pm on May 8, 2014 in SAUCIER, MS 39574.

May 8, 2014, 7:44 am	Out for Delivery	SAUCIER, MS 39574
May 8, 2014, 7:34 am	Sorting Complete	SAUCIER, MS 39574
May 8, 2014, 7:32 am	Arrival at Unit	SAUCIER, MS 39574
May 8, 2014	Electronic Shipping Info Received	
May 8, 2014, 6:23 am	Depart USPS Sort Facility	GULFPORT, MS 39503
May 8, 2014, 1:33 am	Processed through USPS Sort Facility	GULFPORT, MS 39503
May 7, 2014, 11:33 pm	Processed at USPS Origin Sort Facility	GULFPORT, MS 39503
May 7, 2014, 10:18 pm	Accepted at USPS Origin Sort Facility	LONG BEACH, MS 39600

Available Actions

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Track Another Package

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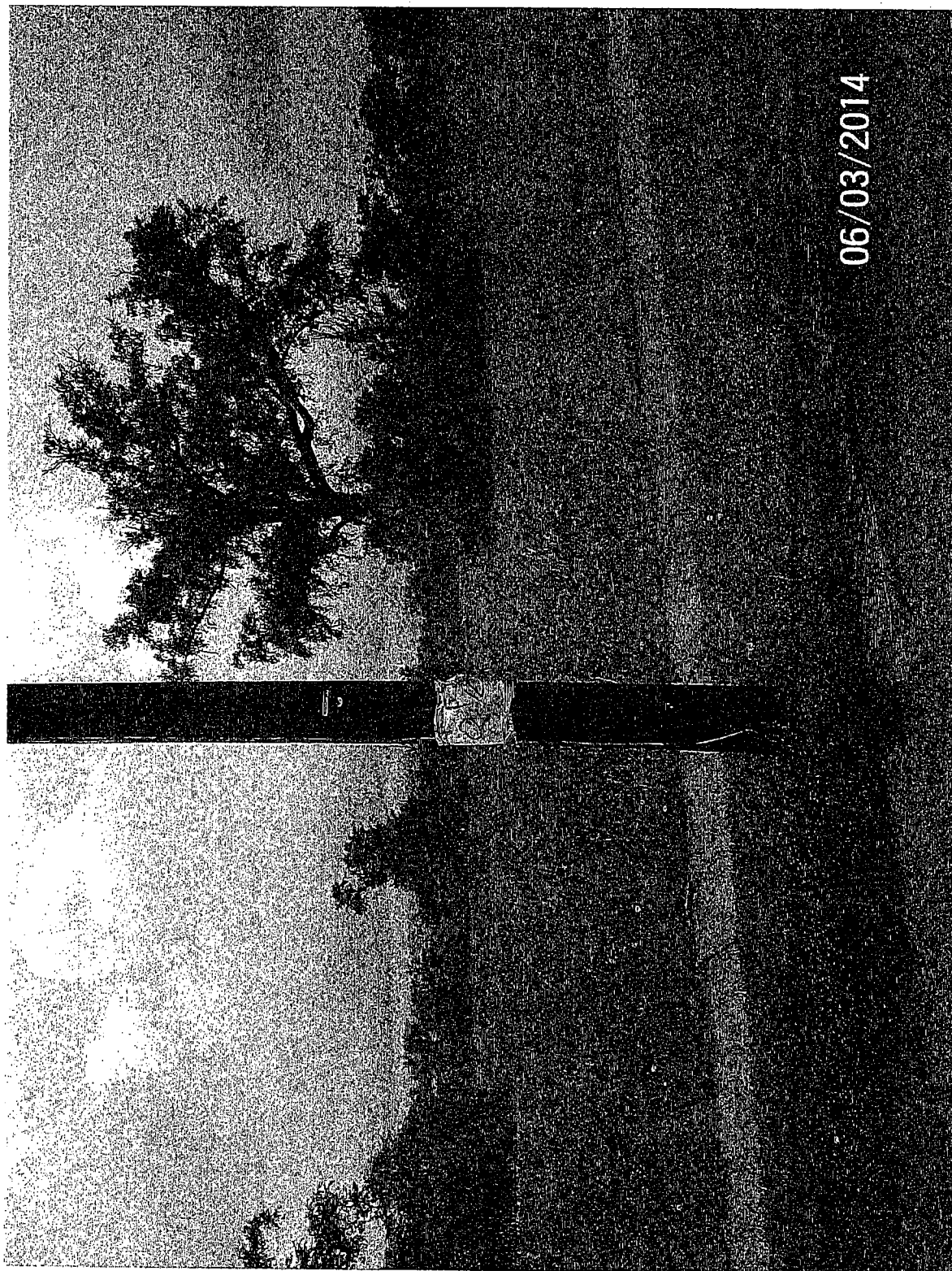
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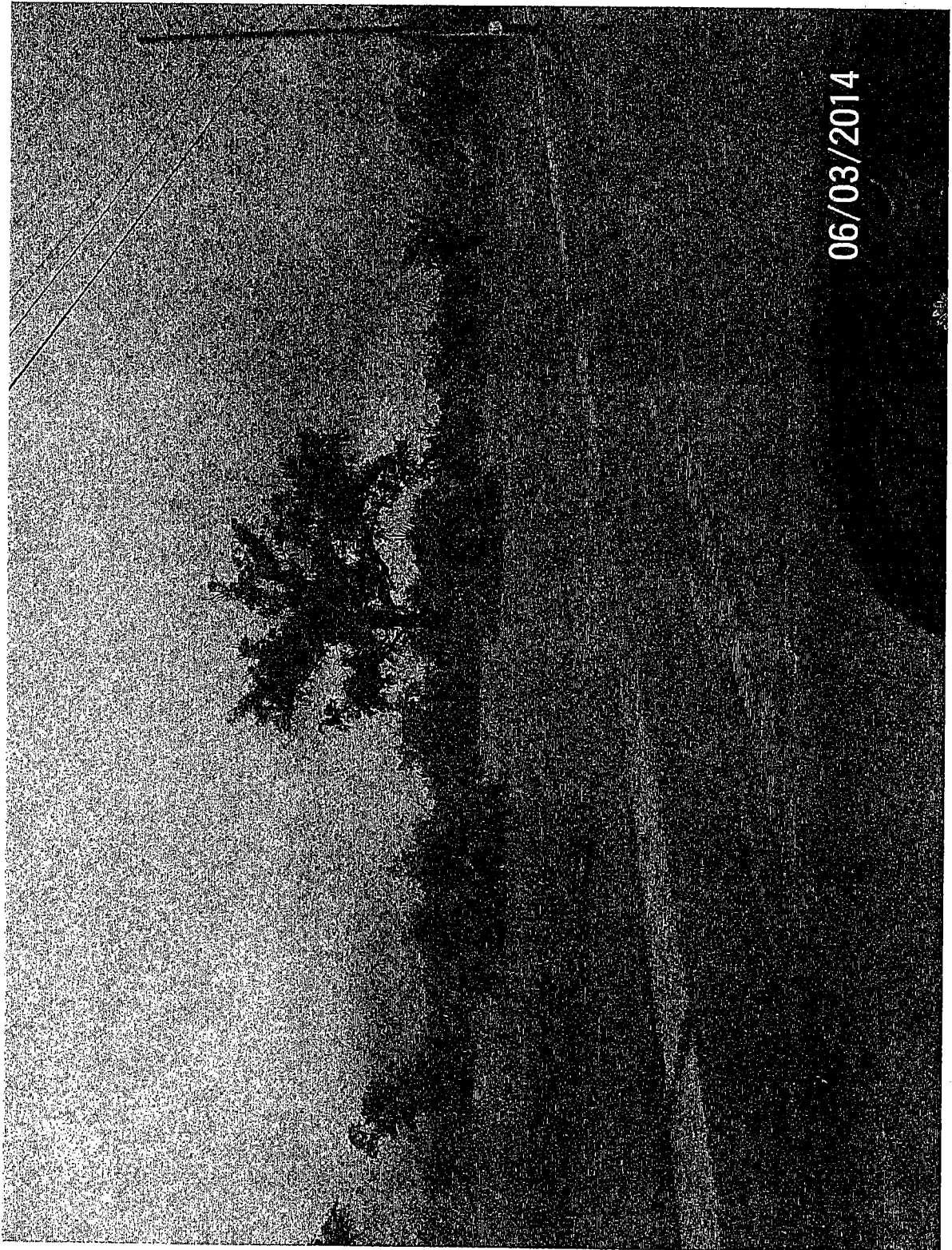
https://tools.usps.com/go/TrackConfirmAction.action?ttRef=fullpage&ttLc=1&text28777=... 5/29/2014

- The Clerk submitted photographs taken by Building Official Earl Levens on June 3, 2014, depicting the subject property in its present condition, 0 and 127 Markham Drive, Long Beach, Mississippi, as follows:



06/03/2014

04 PM 10th Ave. Old Road



- The Clerk submitted a sworn affidavit from Building Official Earl Levens affirming the posting of legal notice on the subject property, 0 and 127 Markham Drive, Long Beach, Mississippi, and photographs taken June 3, 2014; said affidavit is as follows:

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Mayor and Board of Aldermen

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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 EARL LEVENS, known to me to be the Building Official 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 the duly appointed and acting Building Official 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 or before May 19, 2014, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on properties assessed to Paul McKnight and Wife and located at 0 and 127 Markham Drive, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on June 3, 2014, he did take and cause to be processed photographs depicting said properties in their then condition, to be submitted as exhibits at the public hearing scheduled for June 3, 2014.

This the 3rd day of June, 2014.


REBECCA E. SCHRUOFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 3rd day of June, 2014.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

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Minutes of June 3, 2014
Mayor and Board of Aldermen

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

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*

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

Based upon discussion held and information obtained during the course of this public hearing, Alderman Young made motion seconded by Alderman Griffin and unanimously carried that, in their present condition, the subject properties located at 0 and 127 Markham Drive, assessed to Paul McKnight and Wife, are in compliance with city ordinances and property maintenance codes at this time.

The third public hearing was called to order to consider whether or not a parcel of property situated in the City of Long Beach, Mississippi, located at 129 Markham Drive and assessed to Jean Bonazzoli and/or Lucien Gex, III, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- Notice of Hearing was sent via certified mail, electronic receipt requested, to the property owners, Jean Bonazzoli 476 Alling Farm Road, Orange, CT, 06477, (returned to sender, unclaimed, unable to forward) and to Lucien Gex, III, 73670 Diamondhead Drive, North, Diamondhead, MS, 39525 (returned to sender, no authorized recipient available) as the same appears of record on the Harrison County 2013 Real Property Rolls.
- Said Notice of Hearing was posted on the subject property, 129 Markham Drive, Long Beach, Mississippi; at City Hall, the Water Department, the Building Official/Zoning Enforcement Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website www.cityoflongbeachms.com; said notices are as follows:

Minutes of June 3, 2014
Mayor and Board of Aldermen

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City of Long Beach

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



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schuff

CITY ATTORNEY
James C. Simpson, Jr.

May 6, 2014

Jean Bonazzoli
476 Alling Farm Road
Orange, CT 06477

91 7199 9991 7033 4873 8955

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 May 6, 2014, hold a public hearing at 5:00 p.m., Tuesday, June 3, 2014, 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 Jean Bonazzoli, and situated in the City of Long Beach, Mississippi, at 129 Markham Drive, 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: 129 Markham Drive, Long Beach, Mississippi

Parcel Number: 0512J-01-028.000

Legal Description: LOTS 11 TO 14 INC BLK 6 THOMAS SUBD PART OF LOTS 33 TO 35 WHITE & CALVERT SURVEY S OF L&N RR SE 22-8-12

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

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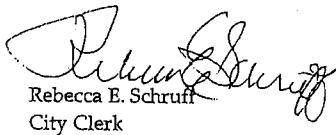
Minutes of June 3, 2014
Mayor and Board of Aldermen

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 6th day of May, 2014.


Rebecca E. Schruiff
City Clerk

Minutes of June 3, 2014
Mayor and Board of Aldermen

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Have questions? We're here to help.

Tracking Number: 9171999991703348738965

Expected Delivery Day: Saturday, May 10, 2014
Your item was returned to the sender on May 28, 2014 at 10:35 am in ORANGE, CT 06477 because it was not claimed by the addressee.

Product & Tracking Information **Available Actions**

Postal Product: First-Class Mail® Features: Certified Mail™ Return Receipt Electronic USPS Text Tracking™

DATE & TIME	STATUS OF ITEM	LOCATION
May 28, 2014, 10:35 am	Unclaimed	ORANGE, CT 06477
Your item was returned to the sender on May 28, 2014 at 10:35 am in ORANGE, CT 06477 because it was not claimed by the addressee.		
May 12, 2014, 1:29 pm	Notice Left (No Authorized Recipient Available)	ORANGE, CT 06477
May 12, 2014, 8:34 am	Out for Delivery	MILFORD, CT 06460
May 12, 2014, 8:24 am	Sorting Complete	MILFORD, CT 06460
May 12, 2014, 6:05 am	Arrival at Unit	MILFORD, CT 06460
May 11, 2014, 11:08 am	Depart USPS Sort Facility	WALLINGFORD, CT 06492
May 11, 2014, 1:15 am	Processed through USPS Sort Facility	WALLINGFORD, CT 06492
May 10, 2014, 8:34 pm	Depart USPS Sort Facility	HARTFORD, CT 06101
May 10, 2014, 6:46 pm	Processed through USPS Sort Facility	HARTFORD, CT 06101
May 8, 2014	Electronic Shipping Info Received	
May 8, 2014, 8:23 am	Depart USPS Sort Facility	GULFPORT, MS 39503
May 8, 2014, 12:14 am	Processed through USPS Sort Facility	GULFPORT, MS 39503
May 7, 2014, 11:33 pm	Processed at USPS Origin Sort Facility	GULFPORT, MS 39503
May 7, 2014, 10:18 pm	Accepted at USPS Origin Sort Facility	LONG BEACH, MS 39560

https://tools.usps.com/go/TrackConfirmAction.action?iRef=fullpage&tLc=1&text28777=... 5/29/2014

Minutes of June 3, 2014
Mayor and Board of Aldermen

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

ff
6/2/14

CERTIFIED MAIL

91 7199 9991 7033 4873 8955

U.S. POSTAGE & PAYMENT SERVICE
ZIP 39560 \$005.130
02 1W
0601587306 MAY 07 2014

JEAN BONAZZOLI
476 Allino Farm Road
NIXIE 361 DE 1009 0005/29/14

Orar

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 39560092929 *1866-21585-87-47

96477 CITYCLERK
Signature Required

47732553 0003

LONG BEACH MS
JUN 02 2014

5-16 5-27

Minutes of June 3, 2014
Mayor and Board of Aldermen

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City of Long Beach

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



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

May 6, 2014

Lucien Gex, III 91 7199 9991 7033 4873 8962
73670 Diamondhead Dr. North
Diamondhead, MS 39525

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 May 6, 2014, hold a public hearing at 5:00 p.m., Tuesday, June 3, 2014, 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 Lucien Gex, III, and situated in the City of Long Beach, Mississippi, at 129 Markham Drive, 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: 129 Markham Drive, Long Beach, Mississippi
Parcel Number: 0512J-01-028.000
Legal Description: LOTS 11 TO 14 INC BLK 6 THOMAS SUBD PART OF LOTS 33 TO 35 WHITE & CALVERT SURVEY S OF L&N RR SE 22-8-12

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

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Minutes of June 3, 2014
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 6th day of May, 2014.


Rebecca E. Schruiff
City Clerk

Minutes of June 3, 2014
Mayor and Board of Aldermen

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Tracking Number: 9171999991703348738962

Expected Delivery Day: Thursday, May 8, 2014

Product & Tracking Information

Postal Product: First-Class Mail® Features: Certified Mail™ Return Receipt Electronic USPS Text Tracking™

DATE & TIME	STATUS OF ITEM	LOCATION
May 8, 2014, 2:15 pm	Notice Left (No Authorized Recipient Available)	DIAMONDHEAD, MS 39525
We attempted to deliver your item at 2:15 pm on May 8, 2014 in DIAMONDHEAD, MS 39525 and a notice was left because an authorized recipient was not available. No further information is available for this item.		
May 8, 2014	Electronic Shipping Info Received	
May 8, 2014, 6:23 am	Depart USPS Sort Facility	GULFPORT, MS 39503
May 8, 2014, 2:27 am	Processed through USPS Sort Facility	GULFPORT, MS 39503
May 7, 2014, 11:33 pm	Processed at USPS Origin Sort Facility	GULFPORT, MS 39503
May 7, 2014, 10:18 pm	Accepted at USPS Origin Sort Facility	LONG BEACH, MS 39560

Available Actions

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<https://tools.usps.com/go/TrackConfirmAction.action?iRef=fullpage&tLc=1&text28777=...> 5/30/2014

- The Clerk submitted photographs taken by Building Official Earl Levens on June 3, 2014, depicting the subject property, 129 Markham Drive, Long Beach, Mississippi, in its present condition, as follows:

M.B. 78

06.03.14:PUBHEAR/REG

Minutes of June 3, 2014
Mayor and Board of Aldermen



- The Clerk submitted a sworn affidavit from Building Official Earl Levens affirming the posting of legal notice on the subject property, 129 Markham Drive, Long Beach, Mississippi, and photographs taken June 3, 2014; said affidavit is as follows:

Minutes of June 3, 2014
Mayor and Board of Aldermen

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AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

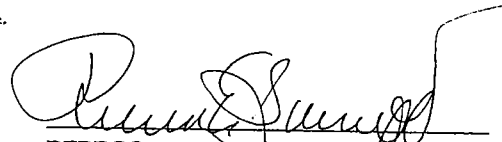
BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared EARL LEVENS, known to me to be the Building Official of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as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

1. That he is the duly appointed and acting Building Official 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 property in its 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 or before May 19, 2014, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to Jean L. Bonazalli, and located at 129 Markham Drive, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on June 3, 2014, 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 June 3, 2014.

This the 3rd day of June, 2014.


REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 3rd day of June, 2014.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS, POST NOTICE

Minutes of June 3, 2014
Mayor and Board of Aldermen

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

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

**Minutes of June 3, 2014
Mayor and Board of Aldermen**

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The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 129 Markham Drive, 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 129 MARKHAM DRIVE, 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 129 Markham Drive, 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 May 6, 2014, 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 June 3, 2014, 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

Minutes of June 3, 2014
Mayor and Board of Aldermen

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 uncleanness 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 129 Markham Drive, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512J-01-028.000 and according to said tax records is owned by Jean L. Bonazalli and/or Lucien Gex, III, is at present in such a state of uncleanness 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/Zoning Official dated February 24, 2014, 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 order, and the question being put to a roll call vote by the Mayor, the result was as

Minutes of June 3, 2014
Mayor and Board of Aldermen

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follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	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 3rd day of June, 2014.



APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schuff, City Clerk

Minutes of June 3, 2014
Mayor and Board of Aldermen

The fourth public hearing was called to order to consider whether or not a parcel of property situated in the City of Long Beach, Mississippi, located at 132 Markham Drive, and assessed to Tom and Emma O'Donnell, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- Notice of Hearing was sent via certified mail, electronic receipt requested, to the property owners, Tom and Emma O'Donnell, 440 West Seminole Drive, Venice, FL, 32493, as the same appears of record on the Harrison County 2013 Real Property Rolls.
- Said notice of hearing was returned to sender, attempted, not known, unable to forward, on May 14, 2014, by the United States Postal Service, .
- Said Notice of Hearing was posted on the subject property, 132 Markham Drive, Long Beach, Mississippi; at City Hall, the Water Department, the Building Official/Zoning Enforcement Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website www.cityoflongbeachms.com; said notice is as follows:

Minutes of June 3, 2014
Mayor and Board of Aldermen

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City of Long Beach

BOARD OF ALDERMEN

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



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

May 6, 2014

Tom & Emma O'Donnell
440 W Seminole Drive
Venice, FL 32493

91 7199 9991 7033 4873 8986

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 May 6, 2014, hold a public hearing at 5:00 p.m., Tuesday, June 3, 2014, 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 Tom & Emma O'Donnell, and situated in the City of Long Beach, Mississippi, at 132 Markham Drive, 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: 132 Markham Drive, Long Beach, Mississippi

Parcel Number: 0512J-01-008.000

Legal Description: LOTS 3 TO 6 BLK 5 THOMAS SUBD PART OF LOTS 33 TO 35 WHITE & CALVERT SURVEY S OF L & N RR SEC 22-8-12

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

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Minutes of June 3, 2014
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 6th day of May, 2014.


Rebecca E. Schruoff
City Clerk

Minutes of June 3, 2014
Mayor and Board of Aldermen

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Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Certified Mail™

Return Receipt Electronic

DATE & TIME	STATUS OF ITEM	LOCATION
May 14, 2014 , 2:59 pm	Delivered	LONG BEACH, MS 39560
Your item was delivered at 2:59 pm on May 14, 2014 in LONG BEACH, MS 39560.		
May 14, 2014 , 8:16 am	Available for Pickup	LONG BEACH, MS 39560
May 14, 2014 , 8:11 am	Arrival at Unit	LONG BEACH, MS 39560
May 14, 2014 , 4:53 am	Processed through USPS Sort Facility	GULFPORT, MS 39503
May 13, 2014 , 10:38 pm	Processed through USPS Sort Facility	MOBILE, AL 36619
May 12, 2014 , 6:57 am	Processed through USPS Sort Facility	FORT MYERS, FL 33913
May 11, 2014 , 3:38 pm	Processed through USPS Sort Facility	FORT MYERS, FL 33913
May 11, 2014 , 12:39 am	Depart USPS Sort Facility	FORT MYERS, FL 33913
May 10, 2014 , 9:28 pm	Processed through USPS Sort Facility	FORT MYERS, FL 33913
May 9, 2014 , 10:00 am	Undeliverable as Addressed	VENICE, FL 34283
May 9, 2014 , 3:30 am	Depart USPS Sort Facility	SARASOTA, FL 34260
May 8, 2014 , 11:40 pm	Processed through USPS Sort Facility	SARASOTA, FL 34260
May 8, 2014	Electronic Shipping Info Received	
May 8, 2014 , 6:23 am	Depart USPS Sort Facility	GULFPORT, MS 39503
May 7, 2014 , 11:45 pm	Processed through USPS Sort Facility	GULFPORT, MS 39503
May 7, 2014 , 10:18 pm	Accepted at USPS Origin Sort Facility	LONG BEACH, MS 39560

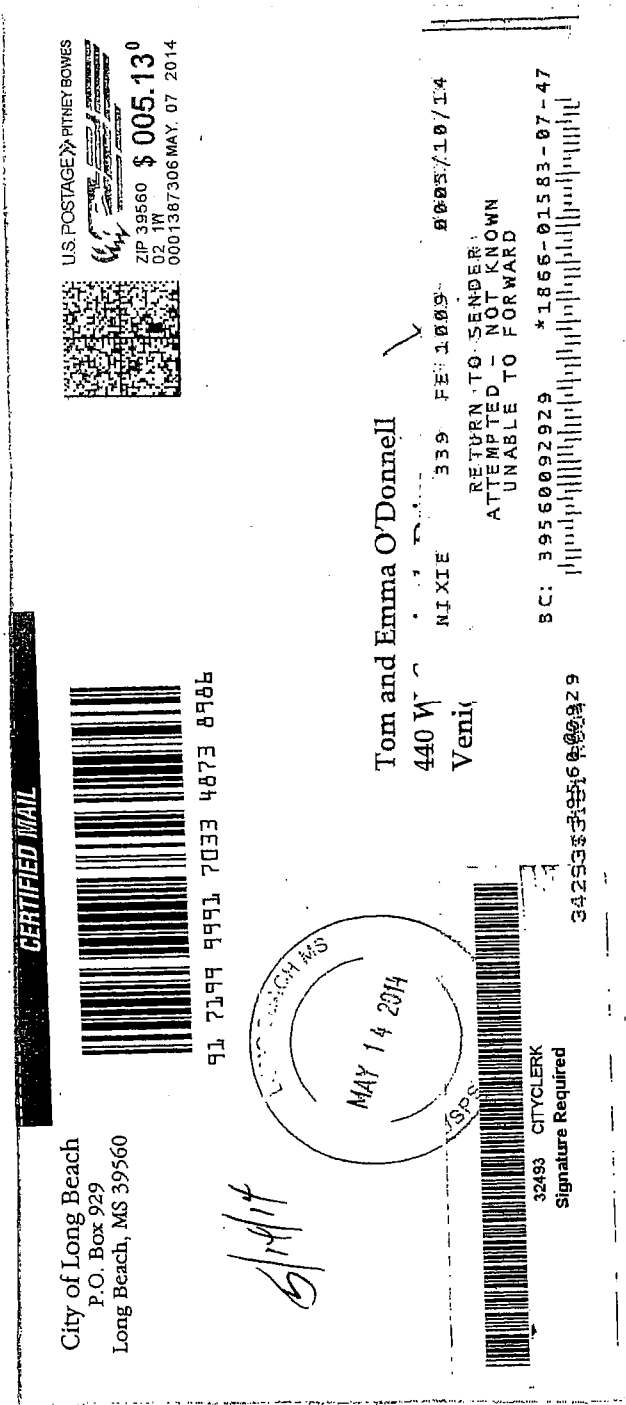
Available Actions

USPS Text Tracking™

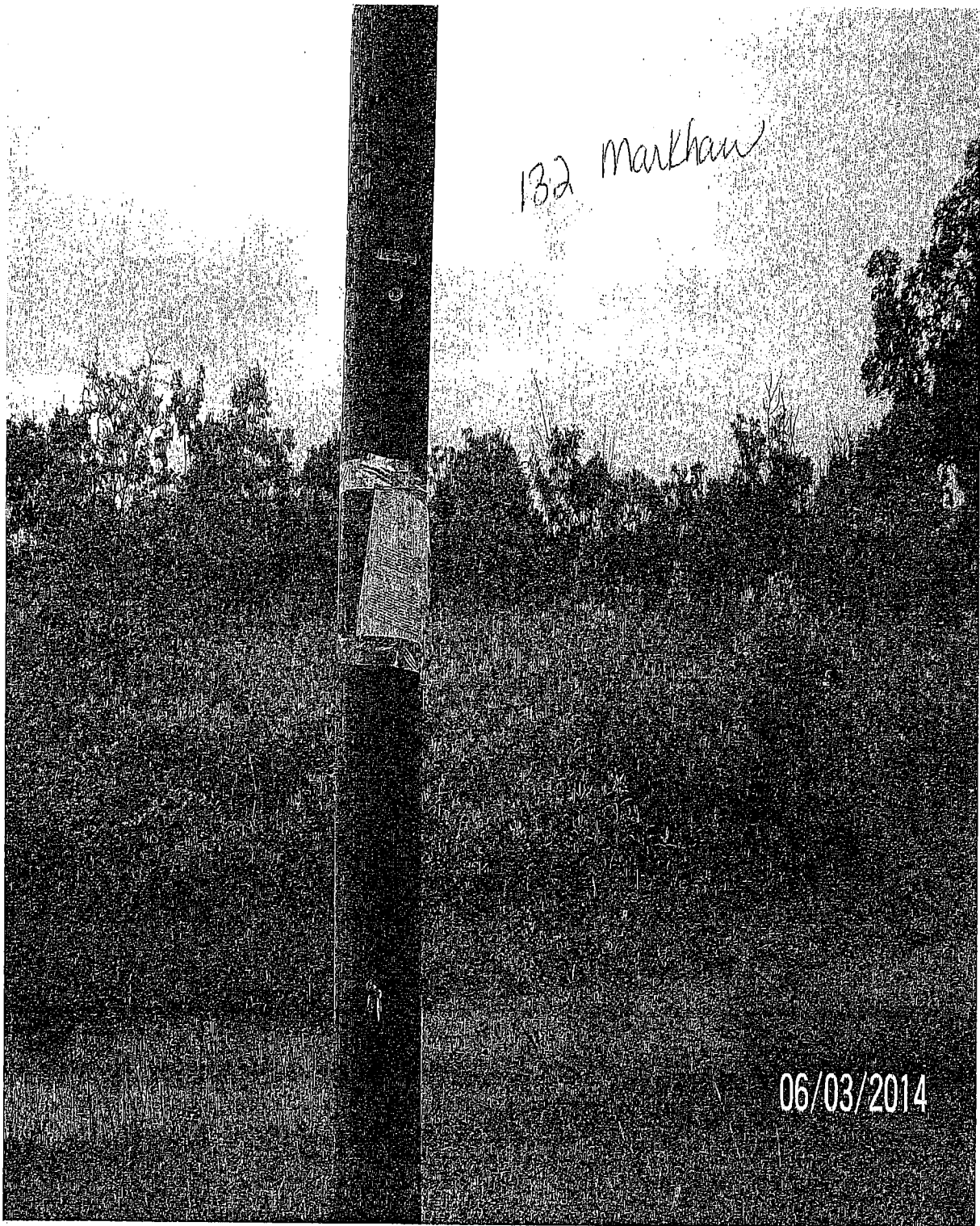
Email Updates

<https://tools.usps.com/go/TrackConfirmAction.action?iRef=fullpage&tlc=1&text28777=...> 5/29/2014

Minutes of June 3, 2014
Mayor and Board of Aldermen



- The Clerk submitted photographs taken by Building Official Earl Levens on June 3, 2014, depicting the subject property, 132 Markham Drive, Long Beach, Mississippi, in its present condition, as follows:



- The Clerk submitted a sworn affidavit from Building Official Earl Levens affirming the posting of legal notice on the subject property, 132 Markham Drive, Long Beach, Mississippi, and photographs taken June 3, 2014; said affidavit is as follows:

Minutes of June 3, 2014
Mayor and Board of Aldermen

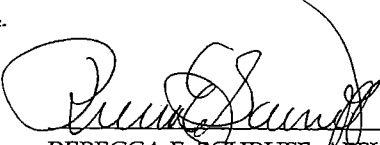
AFFIDAVIT

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 EARL LEVENS, known to me to be the Building Official 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 the duly appointed and acting Building Official 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 property in its 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 or before May 19, 2014, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to Tom and Emma O'Donnell, and located at 132 Markham Drive, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on June 3, 2014, 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 June 3, 2014.

This the 3rd day of June, 2014.


REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 3rd day of June, 2014.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

Minutes of June 3, 2014
Mayor and Board of Aldermen

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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 comments or discussion, Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to close the public hearing and take official action, as follows:

**Minutes of June 3, 2014
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 132 Markham Drive, 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 Young 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 132 MARKHAM DRIVE, 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 132 Markham Drive, 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 May 6, 2014, 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 June 3, 2014, 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 132 Markham Drive, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512J-01-008.000 and according to said tax records is owned by Tom and Emma O'Donnell, 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/Zoning Official Earl Levens dated February 19, 2014, 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 order, and the question being put to a roll call vote by the Mayor, the result was as

Minutes of June 3, 2014
Mayor and Board of Aldermen


follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	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 3rd day of June, 2014.



APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schruff, City Clerk

The fifth and final public hearing was called to order to consider whether or not a parcel of property situated in the City of Long Beach, Mississippi, located at 135 Markham Drive and assessed to Dorothy Cummings, 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 City Clerk for her report, whereupon, Alderman Young made motion seconded by Alderman Carrubba and unanimously carried to make said report a part of the record of this public hearing, as follows:

- Notice of Hearing was sent via certified mail, electronic receipt requested, to the property owner, Dorothy Cummings, 278 Valley Road, Alex City, AL, 35010, as the same appears of record on the Harrison County 2013 Real Property Rolls.
- Said notice of hearing was delivered May 21, 2014, by the United States Postal Service.
- Said Notice of Hearing was posted on the subject property, 135 Markham Drive, Long Beach, Mississippi; at City Hall, the Water Department, the Building Official/Zoning Enforcement Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website www.cityoflongbeachms.com; said notice is as follows:

Minutes of June 3, 2014 Mayor and Board of Aldermen

City of Long Beach

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



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

May 6, 2014

Dorothy Cummings
278 Valley Road
Alex City, AL 35010

91 7199 9991 7033 4873 8993

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 May 6, 2014, hold a public hearing at 5:00 p.m., Tuesday, June 3, 2014, 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 Dorothy Cummings, and situated in the City of Long Beach, Mississippi, at 135 Markham Drive, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 135 Markham Drive, Long Beach, Mississippi

Parcel Number: 0512J-01-025.000

Legal Description: LOTS 1, B1 & 2 BLK 6 THOMAS SUB BEING PART OF LOT 33 TO 35 WHITE & CLAVERT SURVEY LYING S OF L & N RR SEC 22-8-12

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

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Minutes of June 3, 2014
Mayor and Board of Aldermen

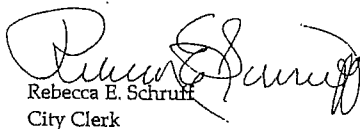
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expense of cleaning of said property shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authority 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 6th day of May, 2014.


Rebecca E. Schruft
City Clerk

Minutes of June 3, 2014
Mayor and Board of Aldermen

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Expected Delivery Day: Saturday, May 10, 2014

Product & Tracking Information

Available Actions

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DATE & TIME	STATUS OF ITEM	LOCATION
May 21, 2014, 8:01 am	Delivered	ALEXANDER CITY, AL 35010

Your item was delivered at 8:01 am on May 21, 2014 in ALEXANDER CITY, AL 35010.

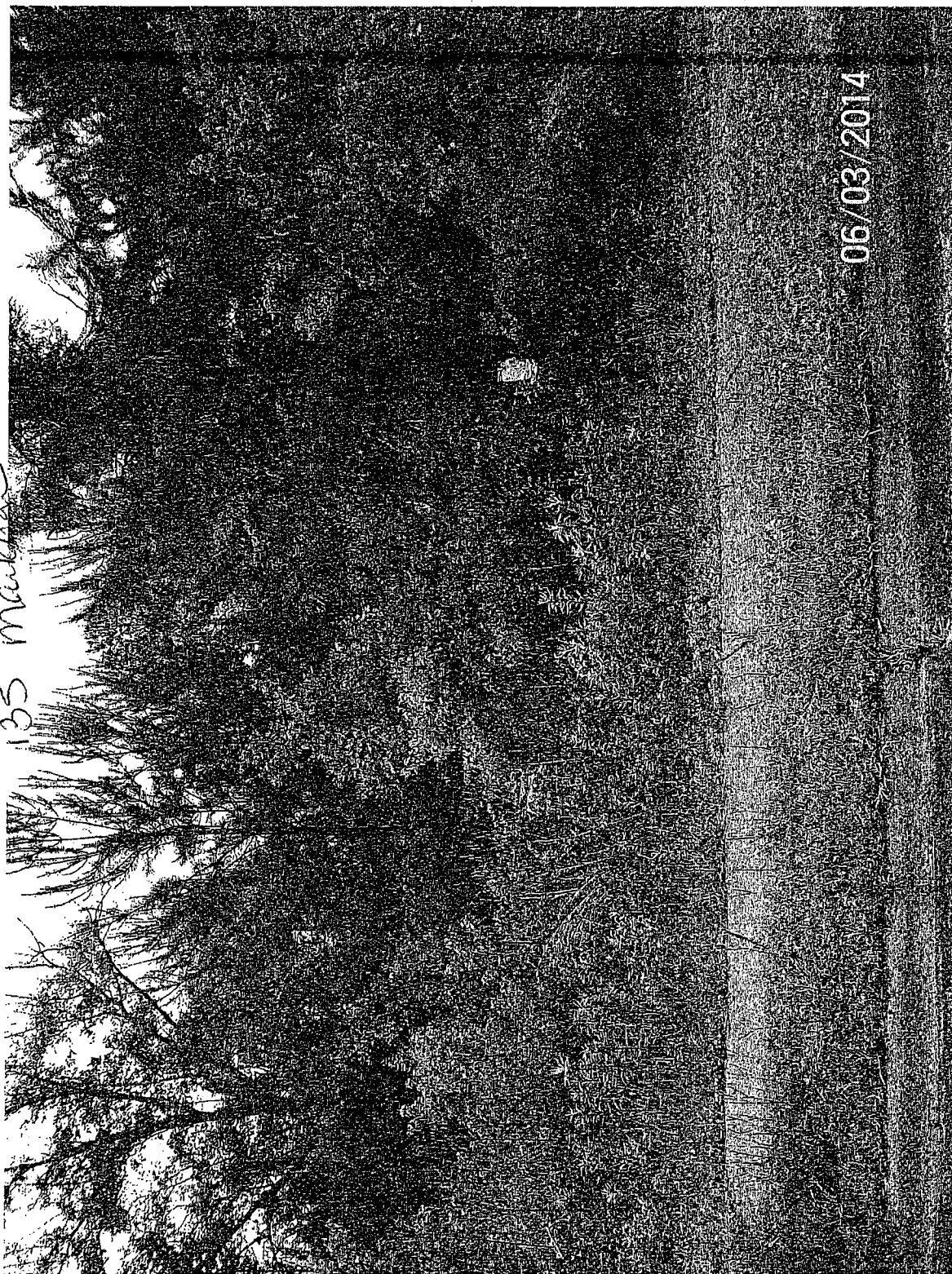
May 15, 2014, 10:11 am	Notice Left (No Authorized Recipient Available)	ALEXANDER CITY, AL 35010
May 15, 2014, 8:42 am	Out for Delivery	ALEXANDER CITY, AL 35010
May 15, 2014, 8:32 am	Sorting Complete	ALEXANDER CITY, AL 35010
May 15, 2014, 7:35 am	Arrival at Unit	ALEXANDER CITY, AL 35010
May 15, 2014, 1:28 am	Processed through USPS Sort Facility	BIRMINGHAM, AL 35203
May 14, 2014, 9:11 pm	Depart USPS Sort Facility	BIRMINGHAM, AL 35203
May 14, 2014, 7:58 pm	Processed through USPS Sort Facility	BIRMINGHAM, AL 35203
May 13, 2014, 8:55 pm	Depart USPS Sort Facility	JACKSON, MS 39201
May 13, 2014, 4:00 pm	Processed through USPS Sort Facility	JACKSON, MS 39201
May 8, 2014	Electronic Shipping Info Received	
May 8, 2014, 8:23 am	Depart USPS Sort Facility	GULFPORT, MS 39503
May 7, 2014, 11:39 pm	Processed at USPS Origin Sort Facility	GULFPORT, MS 39503
May 7, 2014, 10:18 pm	Accepted at USPS Origin Sort Facility	LONG BEACH, MS 39560

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- The Clerk submitted photographs taken by Building Official Earl Levens on June 3, 2014, depicting the subject property, 135 Markham Drive, Long Beach, Mississippi, in its present condition, as follows:





- The Clerk submitted a sworn affidavit from Building Official Earl Levens affirming the posting of legal notice on the subject property, 135 Markham Drive, Long Beach, Mississippi, and photographs taken June 3, 2014; said affidavit is as follows:

Minutes of June 3, 2014
Mayor and Board of Aldermen

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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 EARL LEVENS, known to me to be the Building Official 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 the duly appointed and acting Building Official 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 property in its 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 or before May 19, 2014, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to Dorothy Cummings, and located at 135 Markham Drive, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on June 3, 2014, 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 June 3, 2014.

This the 3rd day of June, 2014.


REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 3rd day of June, 2014.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

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Minutes of June 3, 2014
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.

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There being no further comments or discussion, Alderman Young made motion seconded by Alderman Carrubba 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 Markham Drive, 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 135 MARKHAM DRIVE, 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 Markham Drive, 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 May 6, 2014, 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 June 3, 2014, 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

Minutes of June 3, 2014
Mayor and Board of Aldermen

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 uncleanness 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 Markham Drive, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512J-01-025.000 and according to said tax records is owned by Dorothy Cummings is at present in such a state of uncleanness 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/Zoning Official Earl Levens dated February 19, 2014, 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 order, and the question being put to a roll call vote by the Mayor, the result was as follows:

Minutes of June 3, 2014
Mayor and Board of Aldermen

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follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

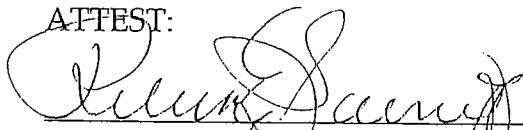
The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 3rd day of June, 2014.



APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schuff, City Clerk

Minutes of June 3, 2014
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, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in June, 2014, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

Alderman Mark E. Lishen was out of town and absent the meeting.

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

The meeting was called to order and there were no bids, announcements, presentations or proclamations.

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Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to suspend the rules and amend the Municipal Docket, as follows: Item XI.4.c. DEPARTMENTAL BUSINESS; PERSONNEL; Senior Citizens – (1) Part Time Hire.

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

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY			
<p>NOTE: All comments <u>shall</u> be directed to the Chairman (Mayor). Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions <u>will not</u> be permitted. Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person. Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.</p>			
PLEASE PRINT: NAME / ADDRESS / TELEPHONE		AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	Johnny Helton 1206 7th ST LB 228-677-5905	X11 #1	Speed Limit Change
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

The Mayor recognized Johnny Helton who stated that cars are speeding on his street and requested that the speed limit be lowered. After considerable discussion it was determined that the speed limit would not be lowered, however, speed limits presently in place would be located more visibly and a "Slow-Children at Play" sign would be placed in the area.

There came on for consideration the regular meeting minutes of the Mayor and Board of Aldermen dated May 20, 2014, and Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve said minutes with

Minutes of June 3, 2014
Mayor and Board of Aldermen

exception to action taken approving an appeal for variance, 590 West Beach Boulevard, filed by Chris Patrick.

*

*

Upon further discussion, there came on for consideration a veto from the Mayor as follows:

City of Long Beach

BOARD OF ALDERMEN

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



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

RECEIVED MAY 23 2014

11:15 AM - *Rebecca E. Schruoff*

May 23, 2014

TO: Leonard G. Carrubba, Sr., Alderman-at-Large
Gary J. Ponthieux, Alderman Ward 1
Bernie Parker, Alderman Ward 2
Kelly Griffin, Alderman Ward 3
Ronnie Hammons, Alderman Ward 4
Mark Lishen, Alderman Ward 5
Alan Young, Alderman Ward 6

RE: ACTION TAKEN BY THE BOARD OF ALDERMEN AT A PUBLIC HEARING DULY HELD AND CONVENED ON TUESDAY, MAY 20, 2014, APPROVING AN APPEAL FILED BY CHRIS PATRICK FOR A VARIANCE ON PROPERTY LOCATED AT 590 BEACH BOULEVARD, LONG BEACH, MISSISSIPPI, THEREBY OVERRULING ACTION TAKEN BY THE LONG BEACH PLANNING COMMISSION AT THEIR PUBLIC HEARING DULY HELD AND CONVENED ON APRIL 10, 2014, DENYING SAID VARIANCE; AND DIRECTING THE CITY ATTORNEY TO PREPARE THE REQUIRED DOCUMENTS FOR REVIEW AND ADOPTION AT THE NEXT REGULAR MEETING, JUNE 3, 2014.

You are hereby notified that, acting under authority and provision of Section 21-3-15, Mississippi Code 1972, as amended, I hereby veto the above referenced action. My reasons for this action follow.

Subsequent to the board meeting, it became apparent to me that substantial confusion exists regarding the positions of the parties involved in this matter. It was said at the hearing that there was no longer opposition to the request, then again later it was stated that opposition had not been withdrawn. It is my belief that several of the aldermen were under a mistaken impression as to the facts in this regard, and may have voted otherwise had the facts not been confused. I feel it is my duty to veto this matter, thus placing it back before the board to override if my concerns are unfounded.

THEREFORE, I veto the action as set forth above, given under my hand and signature this the 23rd day of May, 2014.

William Skellie, Jr.

William Skellie, Jr., Mayor

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

After considerable discussion, Alderman Carrubba made motion seconded by Alderman Young and unanimously carried to sustain the Mayor's veto as set forth above, thereby upholding the action taken by the Long Beach Planning Commission at their

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Mayor and Board of Aldermen

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public hearing duly held and convened April 10, 2014, denying the application for variance as submitted by Chris Patrick for property located at 590 West Beach Boulevard.

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated May 22, 2014, as submitted.

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve payment of invoices as listed in Docket of Claims number 060314.

MAYOR'S OFFICE:

The Mayor recognized the passing of former City Attorney Pete Carrubba and honored him for his 28 years of dedicated service to the City of Long Beach.

Alderman Hammons made motion seconded by Alderman Young and unanimously carried to approve CDBG (1) Request for Cash, Payment of (1) Invoice, Town Green Project, as follows:

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Mayor and Board of Aldermen



MEMO

DATE: April 24, 2014
TO: Honorable William Skellie, Jr.
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-109-235-03-KCR
Town Green
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

- 1. Jimmy Gouras
Invoice number 9696 in the amount of \$10,000.00
For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 41" in the amount of \$10,000.00 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 41" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
3530 Manor Drive Suite 4
Vicksburg, MS 39180

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

3530 Manor Drive Suite 4 • Vicksburg, MS 39180 • 601-638-7121

Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve the close-out package, CDBG Town Green Project, as follows:

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MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST

Recipient City of Long Beach
Sub-grant Contract Number R-109-235-03-KCR

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the sub-grant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately; Use a separate sheet, if necessary).

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List	X			
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8. Final Request for Cash Consolidated Support Sheet	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: _____

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	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	De-obligated GRANT Funds Unutilized to be Canceled	Refund Balances of Grant Payable	D Approved Total Cost	
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses									
15. Unspecified Activities									
16. Planning									
17. Audit									
18. Total Other Cost (Match)									
19. Total GRANT Cost	\$1,658,380.72	\$0.00	\$1,647,280.36	\$0.00	\$1,647,280.36	\$11,100.36	\$0.00	\$1,647,280.36	
COMPUTATION OF GRANT BALANCE									
DESCRIPTION									
1. Grant Agreement Amount							\$1,658,380.72		TO BE COMPLETED BY THE STATE
2. Amount for Unsettled Third-Party Claims							\$0.00		
3. Grant Amount Received (amount of "grant funds received")							\$1,647,280.36		
4. GRANT Amount De-obligated							\$11,100.36		
5. Amount of Refund * This amount shall be repaid to the State by check and must include the following:							\$0.00		
(a) Unexpended Funds Amount							N/A		
(b) Outstanding Claimant's Amount (as applicable)							N/A		
(c) Total Amount Refunded							N/A		
(d) Enter Check Number							N/A		
LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED:									

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Mayor and Board of Aldermen

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MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT

Recipient	City of Long Beach	Contact Number	R-109-235-03-KCR
Completed By/Person Completing Form	Ann Frazier		

National Policy Objective(s) Addressed:

Low and moderate income	
Urgent Needs/Threat to Health	
Slums and Blight	X

MEASURES OF ACCOMPLISHMENTS
(Enter data into all fields that apply to your program or project)

	Beneficiaries		Low/Mod	
	Planned	Actual	Planned	Actual
1. Acquisition/Disposition				
2. Clearance/Code Enforcement				
3. Public Facilities				
a. Water				
b. Sewer				
c. Flood/drainage				
d. Others (Specify) Town Green Const	17,526	17,526	5,178	5,178
4. Streets				
5. Other Public Facilities				
6. Removal of Architectural Barriers				
7. Planning Only				
8. Administration	No Measures Required			
9. Economic Development				
a. Assistance to Non-Profit Entities				
b. Assistance to For-Profit Entities				
c. Micro-enterprises or Small Business				
10. Building Rehab				

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Mayor and Board of Aldermen

11. Training				
	6,560	6,560	1,902	1,902
12. Number of Households Served				
13. Number of Female Heads of Household Served	898	898	260	260
14. Number of Elderly Beneficiaries	2408	2408	698	698
15. Number of Handicapped Beneficiaries	9128	9128	2647	2647
16. Number of Jobs Created				
17. Unspecified Activities	No Measures Required			

	FINANCIAL PERFORMANCE			
	Planned		Actual	
Total Grant Project Expenditures	\$1,658,380.72		\$1,647,280.36	
Total Other Expenditures (Match)	\$0.00		\$0.00	
Leveraging Ratio:	N/A		N/A	
<u>Total amount other funds</u>				
<u>allowable as leveraging*</u>	N/A		N/A	
*Do not use program income.				

AUDIT

Date of most recent audit: September 30, 2012

Findings resolved, if any (Y/N): Yes

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:
Complete National Policy Objective and Financial Performance sections only.

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Mayor and Board of Aldermen

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MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT

Recipient: City of Long Beach Contract Number: R-109-235-03-KCR

Completed By/Person Completing Form: Ann Frazier

National Policy Objective(s) Addressed:

Low and moderate income _____
Urgent Needs/Threat to Health _____
Slums and Blight X

MEASURES OF ACCOMPLISHMENTS (Enter data into all fields that apply to your program or project)

		Beneficiaries LOW		Beneficiaries MOD		Beneficiaries TOTAL	
		<u>Planned</u>	<u>Actual</u>	<u>Planned</u>	<u>Actual</u>	<u>Planned</u>	<u>Actual</u>
1.	Acquisition/Disposition	_____	_____	_____	_____	_____	_____
2.	Clearance/Code Enforcement	_____	_____	_____	_____	_____	_____
3.	Public Facilities	_____	_____	_____	_____	_____	_____
	a. water	_____	_____	_____	_____	_____	_____
	b. sewer	_____	_____	_____	_____	_____	_____
	c. flood/drainage	_____	_____	_____	_____	_____	_____
	d. Others (Specify)	_____	_____	_____	_____	_____	_____
4.	Streets	_____	_____	_____	_____	_____	_____
5.	Other Public Facilities	<u>2,599</u>	<u>2,599</u>	<u>2,579</u>	<u>2,579</u>	<u>17,526</u>	<u>17,526</u>
6.	Removal of Architectural Barriers	_____	_____	_____	_____	_____	_____
7.	Planning Only	_____	_____	_____	_____	_____	_____
8.	Administration	No Measures Required					
9.	Economic Development						
	a. Assistance to Non-Profit Entities	_____	_____	_____	_____	_____	_____
	b. Assistance to For-Profit Entities	_____	_____	_____	_____	_____	_____
	c. Micro-enterprises or Small Business	_____	_____	_____	_____	_____	_____
10.	Building Rehab	_____	_____	_____	_____	_____	_____
11.	Training	_____	_____	_____	_____	_____	_____

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Mayor and Board of Aldermen

12.	Number of Households Served	<u>970</u>	<u>970</u>	<u>964</u>	<u>964</u>	<u>6,560</u>	<u>6,560</u>
13.	Number of Female Heads of Household Served	<u>133</u>	<u>133</u>	<u>132</u>	<u>132</u>	<u>898</u>	<u>898</u>
14.	Number of Elderly Beneficiaries	<u>356</u>	<u>356</u>	<u>353</u>	<u>353</u>	<u>2,408</u>	<u>2,408</u>
15.	Number of Handicapped Beneficiaries	<u>546</u>	<u>546</u>	<u>389</u>	<u>389</u>	<u>2,599</u>	<u>2,599</u>
16.	Number of Jobs Created						
17.	Unspecified Activities	No Measures Required					

FINANCIAL PERFORMANCE

	Planned	Actual
Total Grant Project Expenditures	<u>\$1,658,380.72</u>	<u>\$1,647,280.36</u>
Total Other Expenditures (Match)	<u>\$0.00</u>	<u>\$0.00</u>
Leveraging Ratio:	<u>N/A</u>	<u>N/A</u>
Total amount other funds allowable as leveraging*	<u>N/A</u>	<u>N/A</u>

*Do not use program income.

AUDIT

Date of most recent audit: September 30, 2012

Findings resolved, if any (Y/N): Yes

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:

Complete National Policy Objective, Financial Performance, and Audit sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

1. White

2. Black/African American

3. Asian

4. American Indian/Alaskan Native

5. Native Hawaiian/Other Pacific Islander

6. American Indian/Alaskan Native and White

7. Asian and White

8. Black/African American & White

9. American Indian/Alaskan Native and Black/African American

10. Other Multi Racial

11. Female Head of households

12. Total number of minorities

13. Number of elderly (+62)

14. Total number of handicapped

15. Number of children 18 or younger

a. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application	15,330	1,275	445	67	12	0	0	0	0	397	798	2196	2167	2883	4664
Actual Beneficiaries	15,330	1,275	445	67	12	0	0	0	0	397	798	2196	2167	2883	4664

b. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

c. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

d. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

e. Activity

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Planned in Application															
Actual Beneficiaries															

MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
OUTSTANDING CLAIMANTS LIST

Recipient

City of Long Beach

Contract Number

R-109-235-03-KCR

Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate: List the property purchased with GRANT funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "real property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A						

Equipment: List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A					

Program Income: List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income. Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD. As defined at 24 CFR Part 85.25(b), "program income" means gross income received by the grantee or sub-grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	Activity	Additional Payments	Proposed Use of Program Income
N/A			

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CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said sub-grant/contract and in consideration of the sum of \$1,647,280.36 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said sub-grant/contract, **except the following:**

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

none
(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said sub-grant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said sub-grant/contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.
- c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

- a. ☐ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said sub-grant/contract.
- b. ☐ The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said sub-grant/contract.

4. Recipient and Sub-recipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this sub-grant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of sub-recipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and

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Mayor and Board of Aldermen

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sub-recipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said sub-grant/contract have been complied with.

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Mayor and Board of Aldermen

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between The City of Long Beach ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-109-235-03-KCR (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant subject to subsequent audit(s).

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.
2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.
3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the sub-grant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the sub-grant agreement.
4. Recipient acknowledges that the sub-grant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.
5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of three years** from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.
2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:
 - a. General- When grant support is continued or renewed **annually** or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed **quarterly**, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
 - b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
 - c. Records for income transactions after grant or sub-grant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

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Mayor and Board of Aldermen**

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- d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.
3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
4. Records to be maintained-
 - a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
 - b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

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Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this 3rd day of June, 2014.

City of Long Beach
RECIPIENT
William Akella,
BY SIGNATORY OFFICIAL

Mayor
TITLE
6/3/14
DATE

WITNESSED BY
1. [Signature]
2. [Signature]

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____
TITLE _____
DATE _____

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**BOARD OF HEALTH AND
BUREAU OF POLLUTION CONTROL**

All water and sewer projects must have approval from the State Department of Health and/or Office of Pollution Control. Projects involving water improvements, whether potable or otherwise, require final approval from the Mississippi State Board of Health. Projects involving sewer improvements must obtain final project approval from the Office of Pollution Control.

Mississippi State Department of Health
Post Office Box 1700
2423 North State Street
Jackson, Mississippi 39215-1700
(601) 960-7400

Office of Pollution Control
Post Office Box 10385
Jackson, Mississippi 39289-0385
(601) 961-5171

Mississippi Development Authority Consolidated Support Sheet

Applicant: Request for Cash Number:	City of Long Beach Final	Contract Number: Total Amount Requested: \$	R-109-235-03-KCR	
Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 72,100.00	\$ 72,100.00		\$ -
Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
Specific Line Items as Listed in the Budget:				
Architect/Engineering Expense	\$ 132,388.82	\$ 132,381.74	\$ -	\$ 7.08
Contingencies	\$ -	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -	\$ -
Other-Surveying/Geotech	\$ 14,700.00	\$ 14,700.00	\$ -	\$ -
Town Green Construction	\$ 1,391,623.72	\$ 1,380,530.44	\$ -	\$ 11,093.28
Special Consultants	\$ 37,568.18	\$ 37,568.18	\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Budget	\$ 1,658,380.72	\$ 1,647,280.36	\$ -	\$ 11,100.36

Total Funds Request to Date: \$ 1,647,280.36
Amount of Other Funds Expended to Date: \$0.00
CDBG Project Balance \$ 11,100.36
Period of Projected Cash Needs - Beginning: May 8, 2008 Thru April 30, 2014

TODAY'S DATE	4/24/2014	BUDGET \$ 1,658,380.72
CONTRACT BEGIN DATE (FROM CONTRACT)	1/2/2008	TOTAL AMOUNT SPENT TO DATE \$ 1,647,280.36
CONTRACT END DATE (FROM CONTRACT)	3/31/2014	% TOTAL CONTRACT BUDGET SPENT 99.33%
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR Y)	3/31/2014	% CONTRACT BUDGET REMAINING 0.67%
FINAL CONTRACT COMPLETION DATE	3/31/2014	CONSTRUCTION BUDGET AMOUNT \$ 1,391,623.72
		Enter number from Cash Request
CONTRACT DURATION (MONTHS)	74.00	TOTAL CONSTRUCTION BUDGET AMOUNT \$ 1,380,530.44
		Enter number from Cash Request
% OF CONTRACT PERIOD ELAPSED	102.36%	% CONSTRUCTION BUDGET SPENT 99.20%
% OF CONTRACT PERIOD REMAINING	-2.36%	

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ATTACHMENT A

Quarterly Progress Report

The following template is to be utilized for the quarterly progress reports for the Community Revitalization Grants.

Name of Grantee	<u>City of Long Beach</u>	Date:	<u>FINAL</u>
Project Number:	<u>R-109-235-03-KCR</u>		
Project Description : The city will construct a new town green and war memorial to be located on Jeff Davis Avenue.			

1. Please describe the milestones completed during this quarter as they relate to the Statement of Work, schedule for completion, and the budget for this project.

War Memorial

Complete

Town Green

Complete

2. Please describe any roadblocks that prevented milestones from being completed.

No issues and or roadblocks to report at this time.

3. Please discuss how the task-based schedule for completion of work will be or has been adjusted, and provide a copy of a new schedule for the upcoming quarter.

Project is complete.

4. Please list the CDBG funds planned vs. actual for the reporting period.

Planned: \$35,655.99

Actual: \$35,655.99

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Deliverables for Quarter: March, 2014

For activities that are not applicable to your community's grant, please enter N/A in the "Units" field.

Activity		Units
Debris Removal		N/A
	# of properties	
	# of businesses	
	# of households benefiting	
	# of persons benefiting	TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
Clearance and Demolition	(None to Date)	N/A
	# of properties	
	# of housing units	
	# of buildings (non-residential)	
	# of public facilities	
	# of businesses	
	# of non-business organizations benefiting	
Rehabilitation or Construction of structures		N/A
	# of households benefiting	
	# of housing units	
	# of buildings (non-residential)	
	# of public facilities	
	# of businesses	
	# of non-business organizations benefiting	
	# of households benefiting	
	# of persons benefiting	TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	

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		American Indian/Alaskan native and White	
		Asian and White	
		Black/African American and White	
		American Indian/ Alaskan Native and	
		Black/African American	
		Hispanic	
		Other Multi Racial	
Acquisition, Construction,			
Reconstruction of public facilities			N/A
# of households benefiting			
# of persons benefiting		TOTAL	17,526
		White	15,330
		Black/African American	1,275
		Asian	445
		American Indian/Other Pacific Islander	67
		American Indian/Alaskan native and White	12
		Asian and White	
		Black/African American and White	
		American Indian/ Alaskan Native and	
		Black/African American	
		Hispanic	
		Other Multi Racial	397
# of properties			
# of housing units			
# of buildings (non-residential)			
# of public facilities			
# of non-business organizations			
benefiting			
# of linear feet of public improvement			
# of linear miles of public improvement			
Acquisition of buildings for the			
general conduct of government			N/A
# of buildings			
Construction of buildings for the			
general conduct of government			N/A
# of buildings (non-residential)			
# of persons benefiting		TOTAL	
		White	
		Black/African American	
		Asian	
		American Indian/Other Pacific Islander	
		American Indian/Alaskan native and White	
		Asian and White	
		Black/African American and White	

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American Indian/ Alaskan Native and Black/African American Hispanic Other Multi Racial	
Rehabilitation/Reconstruction of a public improvement	N/A
# of persons benefiting	TOTAL
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	
# of Linear feet of public improvement	
# of Linear miles of public improvement	
Rehabilitation/Reconstruction of other non-residential structures	N/A
# of buildings (non-residential)	
# of public facilities	
# of businesses	
# of non-business organizations benefiting	
# of persons benefiting	TOTAL
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	
Rehabilitation/Reconstruction of public facilities	N/A
# of housing units	
# of public facilities	
# of non-business organizations benefiting	
# of households benefiting	

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# of persons benefiting		TOTAL
White		
Black/African American		
Asian		
American Indian/Other Pacific Islander		
American Indian/Alaskan native and White		
Asian and White		
Black/African American and White		
American Indian/ Alaskan Native and		
Black/African American		
Hispanic		
Other Multi Racial		
# of linear feet of public improvement		
# of linear miles of public improvement		
Construction/Reconstruction of		
Streets		N/A
# of public facilities		
# of non-business organizations		
# of persons benefiting		TOTAL
White		
Black/African American		
Asian		
American Indian/Other Pacific Islander		
American Indian/Alaskan native and White		
Asian and White		
Black/African American and White		
American Indian/ Alaskan Native and		
Black/African American		
Hispanic		
Other Multi Racial		
# of Linear feet of public improvement		
# of linear miles of public improvement		
Acquisition - buyout of non-		
residential properties		N/A
# of properties		
# of buildings (non-residential)		
# of businesses		
# of non-business organizations		
benefiting		
# of households benefiting		
# of persons benefiting		TOTAL
White		
Black/African American		
Asian		
American Indian/Other Pacific Islander		
American Indian/Alaskan native and White		

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Asian and White
Black/African American and White
American Indian/ Alaskan Native and
Black/African American
Hispanic
Other Multi Racial

Acquisition - General		N/A
	# of properties	
	# of housing units	
	# of households benefiting	
	# of persons benefiting	TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and	
	Black/African American	
	Hispanic	
	Other Multi Racial	

Planning		
	# of buildings (non-residential)	
	# of persons benefiting	TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and	
	Black/African American	
	Hispanic	
	Other Multi Racial	

Please attach an amended task based schedule and time line for the work completed including CDBG funds planned vs. the actual spent for the reporting period. Include in the schedule roadblocks or delays that prevented milestones from being completed.

All construction activities are complete.

The following are the Low/Moderate Income Beneficiaries of the Project:

Low	2,599
Moderate	2,579
Total	5,178

The Economic Development Quarterly Report is due on the 15th of March, June, September, and December. Mail the report to the Disaster Recovery Division, ATTN: Pat Cartrette, Post Office Box 849, Jackson, Mississippi 39205-0849

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Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve the copier lease agreement by and between the Long Beach Police Department and Canon Solutions America, as follows:

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RENTAL AGREEMENT FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS (applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Long Beach Police Dept. (hereinafter referred to as Customer), and Canon Solutions America (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right,

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upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.

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12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which

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may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) in the event of a default. If the Vendor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified within this Agreement, or any extension thereof, or otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the Customer may notify the Vendor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the Customer, the Customer may terminate the Vendor's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the Customer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Customer. The Vendor shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(A) **Vendor's Duties:** Notwithstanding termination of the Agreement and subject to any directions from the Customer, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the Customer has an interest.

(B) **Compensation:** Payment for completed services delivered and accepted by the Customer shall be at the Agreement price. The Customer may withhold from amounts due the Vendor such sums as the Customer deems to be necessary to protect the Customer against loss because of outstanding lien holders and to reimburse the Customer for the excess costs incurred in procuring similar goods and services.

(C) **Excuse for Nonperformance or Delayed Performance:** Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers performance) if the Vendor has notified the Customer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Vendor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Vendor to meet the contract requirements. Upon request of the Vendor, the Customer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that, but for the excusable cause, the Vendor's

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progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly.

(D) Erroneous Termination for Default: If, after notice of termination of the Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued upon mutual agreement.

(E) Additional Rights and Remedies: The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the

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equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104- 151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 16th day of May, 20 14

Vendor: Canon Solutions America, Inc

By: [Signature]
Authorized Signature

Printed Name: Ruffin Fomea

Title: Account Executive

Witness my signature this the 3rd day of June, 20 14

Customer: City of Long Beach Police Dept.

By: [Signature]
Authorized Signature

Printed Name: Rebecca E. Schruoff

Title: CITY CLERK

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: Canon Solutions America, Inc

Customer Agency Name: Long Beach Police Department

Bill to Address: P.O. Box 929

Long Beach, MS 39560

Ship to Address: 201 Alexander Road

Long Beach, MS 39560

Description of Equipment, Software, or Services	Price
<u>Canon IR4235 Copier</u>	
<u>Finisher/Stapler</u>	
<u>Cabinet Stand & Fax Board</u>	
<u>Document Feeder</u>	<u>\$ 97.34</u> Per Month

Canon State Contract No. 5-600-21161-13

Remit Address:

Canon Financial Services

14904 Collections Center Dr

Chicago, IL 60693

Delivery Schedule and Installation Date: May 2014

Rental Term: (Number of Months): 48 months

Start Date: June 1 2014

End Date: May 31 2018

Modifications: All inclusive Service: Maintenance includes all toner, parts, staples, labor, travel and supplies.

\$153.00 per quarter for allowance of 22,500 prints with excess billed @ \$.0068 ea.

Vendors Signature

Ruffin D. Faria

Customers Signature

There came on for consideration personnel matters, including the Senior Citizens Department. The Clerk reported that the City was apprised today that funding for part time grant employee Dorothy Jean Flatland would terminate tomorrow and the Senior Citizens Director requested that she be placed on the city payroll effective immediately. The funding is available in her budget.

After considerable discussion, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to approve personnel matters, as follows:

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POLICE DEPARTMENT:

- Resign, Police Officer 1st Class Shannon Tappan, effective May 24, 2014.

HARBOR:

- Step Increase, Harbor Guard Laurel Getchell, CSH-2-I, effective May 1, 2014.

SENIOR CITIZENS:

- Hire Part Time, Dorothy Jean Flateland, Senior Citizens Department, \$633.76 per month, effective June 4, 2014.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried acknowledging receipt of the April, 2014, Revenue/Expense Report.

Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to schedule a work session, Tuesday, June 24, 2014, 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to discuss the Fiscal Year 2014-2015 Budget.

There came on for consideration a request from Mr. Steve Nicosia, 515 Gulf View Avenue, for the City to waive the \$40.00 NSF fee charged to his water and sewer account #1003037. The direct debit authorized by Mr. Nicosia was charged to his closed bank account, resulting in the NSF fee. He asserts that employees in the water and sewer department were aware that the account was closed, however, there is no documentation on file from Mr. Nicosia cancelling the direct debit to the closed account or informing the city that the account was closed. A paper check was forwarded to the water and sewer department from Mr. Nicosia's bank and he was contacted by employees in the water and sewer department inquiring why there was a check when they had a direct debit for his water/sewer account. In the confusion and miscommunication that followed, Mr. Nicosia, directed the water and sewer department employees to shred the check in order to avoid double paying and they, not understanding that the authorized bank account was closed and having nothing in writing from Mr. Nicosia to do otherwise, debited the closed bank account, resulting in the NSF fee.

After considerable discussion, Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to waive the \$40.00 NSF fee due to the confusion and miscommunication between Mr. Nicosia and employees in the water and sewer department.

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

Alderman Bernie Parker	voted	Aye
Alderman Gary Ponthieux	voted	Nay
Alderman Kelly Griffin	voted	Nay
Alderman Alan Young	voted	Nay
Alderman Leonard Carrubba, Sr.	voted	Aye
Alderman Mark Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the TIE vote of the Aldermen present and voting, the Mayor cast a NEGATIVE vote and declared the motion NOT CARRIED.

The Mayor recognized Kendra Case to explain what she considered to be a misinterpretation of the court order issued May 21, 2014, in the case of William Pell and property located at 105 Oak View Avenue, as it pertains to the derelict condition of said property; said court order is as follows:

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6/25/next court date

IN THE MUNICIPAL COURT OF LONG BEACH, MISSISSIPPI

CITY OF LONG BEACH

PLAINTIFF

VERSUS

CASE # 2013 17835

COURT DATE: 5/21/14

DEFENDANT

William Pell

MOTION FOR CONTINUANCE

On Motion Ore Tenus of the Court _____, Prosecuting Attorney ☒, Defendant _____, Defense Attorney _____ a continuance is requested in this case for the following reason(s):

- ☐ Judge not available
- ☐ Prosecutor not available
- ☒ Prosecuting witness not available *Keith Switzer*
- ☐ Police witness not available
- ☐ Lab Report not available
- ☐ Defense Counsel not available
- ☐ Defense Counsel engaged in trial elsewhere
- ☐ Late substitution of defense counsel
- ☐ Defense witness not available
- ☐ Defendant not present
- ☐ Discovery not completed
- ☐ Other: Specify in detail _____

RESPECTFULLY SUBMITTED, this the 21st day of May, 2014.

[Signature]
James C. Steele
Municipal Court Prosecutor

[Signature]
Mason Coe Hester
Defense Attorney/ Defendant
Print Name: *Mason Coe Hester*
Phone Number: *228-863-7363*
Address: *600 E. Railroad Street*
Suite C, Long Beach

ENTRY

This matter came before this Court on the Motion of the COURT _____, PROSECUTING ATTORNEY _____, DEFENDANT'S ATTORNEY _____, and upon due consideration of good cause, the Court hereby does GRANT _____/ DENY _____ said continuance and, if granted does order that this case be reset to _____, 20__ at 9:00 a.m.

ORDERED this the 21st day of May, 2014.

[Signature]
BRADLEY W. RATH
MUNICIPAL COURT JUDGE

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Long Beach Municipal Court CASE ACTION SUMMARY		CaseNumber. MC14-05452	
		Court Date/Time 5/21/2014 4:00 pm	
Defendant Information WILLIAM HUBERT PELL 105 OAKVIEW AVENUE Long Beach, Mississippi 39560		Social Security # 587827092 Eyes Brown Driver License # 801636185 Type: Hair Gray or Sex Male Weight 160 Race White Height 5 ft 8 in Date Of Birth 09/30/1952 Age @ Offense	
Employer		Charge SHOW CAUSE HEARING Date of Arrest 04/09/2014 Arresting Officer Committed to Jail Released Bond Company Amount of Bond Type of Bond Received Attorney for Def MASON C HESTER	
Complainant			
Witnesses			
Victims			
BENCH NOTES <u>Note</u> UTC NUMBER 201317835A			
Comment Date		Comment	
- Continued to June 25, 2014; - If show cause results in charge, case will be heard no later than July 11, 2014 @ 9:00 a.m.			
On <u>5/21/14</u> the defendant appears in open court in person and pleads _____ guilty. After hearing the evidence it is the judgment of the court that defendant is _____ guilty and is fined \$ _____ together with \$ _____ costs, and sentenced to # _____ days in city jail. Additional orders _____ _____ Bond Forfeiture <i>Burgett</i> <div style="text-align: right;">Municipal Judge</div>			
SUMMARY of FUNDS FINE 0.00 Total \$ 0.00		RECEIPTS Date Receipt # Type Method Amount	
		Orders of the Court	
TIME SERVED # _____ days served at \$ _____ per day.		APPEAL RECORD Circuit Court # _____ Amount of Bond \$ _____ Date of Appeal _____ Bondsman _____	

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PROSECUTOR'S RECOMMENDATION FORM

PLEA AGREEMENT

Defendant's Name William Hubert Pell

Case Number 2013 17835 Date 5/21/14

Recommendation(s):

- 1) City Code Enforcement shall perform a full inspection and evaluation
- 2) of the premises @ 105 Oakview, including the structures located thereon,
- 3) and the interior of said structures within 30 days, and shall report to
- 4) the Court the conditions found therein. Special notice shall be
- 5) made of any code violations found, and as to any infestations of
- 6) rodents, snakes, insects on the premises. Defendant shall make the

~~I am giving up the right to a speedy trial.~~

~~I am giving up the right to cross examine witnesses who may testify against me.~~

~~I am giving up the right to call and/or subpoena witnesses in my behalf.~~

~~I am giving up the right to require the City prove the charges against me beyond a reasonable doubt.~~

~~I am giving up the right to testify in my own behalf.~~

~~I understand and agree that the above recommendation is the result of a compromise between the parties involved in this case.~~

I further understand and agree that the above is a recommendation and that the Municipal Court Judge is not required to follow this recommendation.

I have read this document and hereby voluntarily, knowingly, and intelligently agree and consent to its form and content.

Mason Lee Hest

Defendant and/or Defense Attorney

Affiant/Victim Acknowledgment

[Signature]

Prosecuting Attorney

Police Officer Acknowledgment

RATIFIED, ACCEPTED, ADOPTED AND INCORPORATED into and as part of the separate adjudication Order of this Court in this case, on the date indicated above.

MUNICIPAL COURT JUDGE

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PROSECUTOR'S RECOMMENDATION FORM

PLEA AGREEMENT

Defendant's Name _____

Case Number _____ Date _____

Recommendation(s):

- 1) premises accessible to the city's personnel. The city shall contact
- 2) Defendant's attorney, Hon. Mason Hester, on the day prior to the
- 3) inspection, and Defendant shall ensure access by the city. The city
- 4) personnel shall take photographs to document all findings and/or
- 5) violations. The city shall also inspect for any sewage in the
- 6) back yard. The Court will reconvene this hearing on 6/25/14

I am giving up the right to a speedy trial.

I am giving up the right to cross examine witnesses who may testify against me.

I am giving up the right to call and/or subpoena witnesses in my behalf.

I am giving up the right to require the City prove the charges against me beyond a reasonable doubt.

I am giving up the right to testify in my own behalf.

I understand and agree that the above recommendation is the result of a compromise between the parties involved in this case.

I further understand and agree that the above is a recommendation and that the Municipal Court Judge is not required to follow this recommendation.

I have read this document and hereby voluntarily, knowingly, and intelligently agree and consent to its form and content.

Mason C. Hester

Defendant and/or Defense Attorney

Affiant/Victim Acknowledgment

[Signature]
Prosecuting Attorney

Police Officer Acknowledgment

RATIFIED, ACCEPTED, ADOPTED AND INCORPORATED into and as part of the separate adjudication Order of this Court in this case, on the date indicated above.

MUNICIPAL COURT JUDGE

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PROSECUTOR'S RECOMMENDATION FORM

PLEA AGREEMENT

Defendant's Name _____

Case Number _____ Date _____

Recommendation(s):

- 1) to review the findings of the inspection, and take testimony
- 2) as needed to address the issues found.

3) _____

4) _____

5) _____

6) _____

I am giving up the right to a speedy trial.

I am giving up the right to cross examine witnesses who may testify against me.

I am giving up the right to call and/or subpoena witnesses in my behalf.

I am giving up the right to require the City prove the charges against me beyond a reasonable doubt.

I am giving up the right to testify in my own behalf.

I understand and agree that the above recommendation is the result of a compromise between the parties involved in this case.

I further understand and agree that the above is a recommendation and that the Municipal Court Judge is not required to follow this recommendation.

I have read this document and hereby voluntarily, knowingly, and intelligently agree and consent to its form and content.

Mason Lee Hunt
Defendant and/or Defense Attorney

Kendra Chase
Garthine "Gator" Lee
Chad Lee
Affiant/Victim Acknowledgment

[Signature]
Prosecuting Attorney

[Signature]
Police Officer Acknowledgment

RATIFIED, ACCEPTED, ADOPTED AND INCORPORATED into and as part of the separate adjudication Order of this Court in this case, on the date indicated above.

[Signature]
MUNICIPAL COURT JUDGE

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Ms. Case stated that the property continues to be maintained in a deplorable and unsanitary condition.

After considerable discussion, Alderman Parker made motion seconded by Alderman Young and unanimously carried directing Building Official Earl Levens to act in his official capacity on behalf of the City, as follows:

- Mr. Levens is directed to make arrangements in accordance with the aforementioned court order dated May 21, 2014, to enter the premises and inspect 105 Oakview Avenue, Long Beach, Mississippi;
- Mr. Levens is directed to conduct a thorough inspection of the premises on a weekly basis; the structure, inside and out; the property, front, back and side yards;
- Mr. Levens is directed to take photographs of the subject property and prepare a written report detailing any code violations, infestations, or unsanitary conditions observed, all in accordance with the aforementioned court order dated May 21, 2014;
- Mr. Levens is directed to compile the photographs and written reports for review by the Mayor and Board of Aldermen at their next regular meeting, June 17, 2014;
- Mr. Levens is directed to thoroughly inspect and photograph the premises on June 25, 2014, and to prepare a written report for presentation of those findings to the court along with documented information obtained from previous inspections.

There was no further action required or taken regarding the speed limit on 7th Street as requested by Johnny Helton during public comments, agenda items only.

The City Attorney updated the Mayor and Board of Aldermen regarding the Ronald Jefferson litigation; no official action was required or taken.

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

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

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APPROVED:

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

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk