

**Minutes of December 6, 2011
Mayor and Board of Aldermen**

Be it remembered that three (3) 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 6th day of December, 2011, 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 hearings the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruff and City Attorney James C. Simpson, Jr.

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 determine whether or not a parcel of property situated in the City of Long Beach, located at 104 East Azalea Drive and assessed to Robert T. and James H. Maxey, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community, all in accordance with §21-19-11 of the Mississippi Code 1972, as amended.

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

- The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on November 1, 2011, she did cause to be sent via certified mail, return receipt requested, Legal Notice, Public Hearing to Robert T. and James H. Maxey, 13305 Sunview Cove, Ocean Springs, Mississippi, 39564, as the same appears of record on the 2011 Harrison County Real Property Tax Rolls.
- The Clerk further reported that the USPS confirmed delivery of said notice on November 4, 2011. Said notices are as follows:

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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
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

November 3, 2011

CITY CLERK
TAX COLLECTOR
Rebecca E. Schuff

CITY ATTORNEY
James C. Simpson, Jr.

MAILED

Date: 11/3/11

James H. Maxey
13305 Sunview Cove
Ocean Springs, MS 39564

91 7108 2133 3938 0607 0845

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting November 1, 2011, hold a public hearing at 5:00 p.m., Tuesday, December 6, 2011, at the Long Beach City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to James H. & Robert T. Maxey, and situated in the City of Long Beach, Mississippi, at 104 East Azalea 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: 104 East Azalea

Parcel Number: 0712D-03-038.000

Legal Description: BEG AT INTER OF SE COR OF AZALEA HOMES SUBD & W MAR OF AZALEA DR WLY ALONG S LINE OF SUBD 179.2 FT SLY 130.9 FT N 61 DG E 176.7 FT TO RD NLY ALONG RD 130.3 FT TO

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 1st day of November, 2011.


Rebecca E. Schauf
City Clerk

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James H. Fraxey

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9171082133393808070845	First-Class Mail	Delivered	November 04, 2011, 1:16 pm	VANCLEAVE, MS 39565	Return Receipt Electronic
		Electronic Shipping Info Received	November 03, 2011		
		Processed at USPS Origin Sort Facility	November 03, 2011, 9:13 pm	GULFPORT, MS 39503	
		Accepted at USPS Origin Sort Facility	November 03, 2011, 9:13 pm	GULFPORT, MS 39503	

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Mayor and Board of Aldermen

City of Long Beach

BOARD OF ALDERMEN
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WILLIAM SKELLIE, JR.
MAYOR

November 3, 2011

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

Robert T. Maxey
13305 Sunview Cove
Ocean Springs, MS 39564

91 7108 2133 3938 0607 0852

MAILED
Date: 11/3/11

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting November 1, 2011, hold a public hearing at 5:00 p.m., Tuesday, December 6, 2011, at the Long Beach City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to James H. & Robert T. Maxey, and situated in the City of Long Beach, Mississippi, at 104 East Azalea 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: 104 East Azalea

Parcel Number: 0712D-03-038.000

Legal Description: BEG AT INTER OF SE COR OF AZALEA HOMES SUBD & W MAR OF AZALEA DR WLY ALONG S LINE OF SUBD 179.2 FT SLY 130.9 FT N 61 DG E 176.7 FT TO RD NLY ALONG RD 130.3 FT TO

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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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 1st day of November, 2011.



Rebecca E. Schruoff
City Clerk

Minutes of December 6, 2011

Mayor and Board of Aldermen

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		Processed at USPS Origin Sort Facility	November 04, 2011, 2:28 am	GULFPORT, MS 39503	
		Electronic Shipping Info Received	November 03, 2011		
		Accepted at USPS Origin Sort Facility	November 03, 2011, 9:13 pm	GULFPORT, MS 39503	
		Processed at USPS Origin Sort Facility	November 03, 2011, 9:13 pm	GULFPORT, MS 39503	

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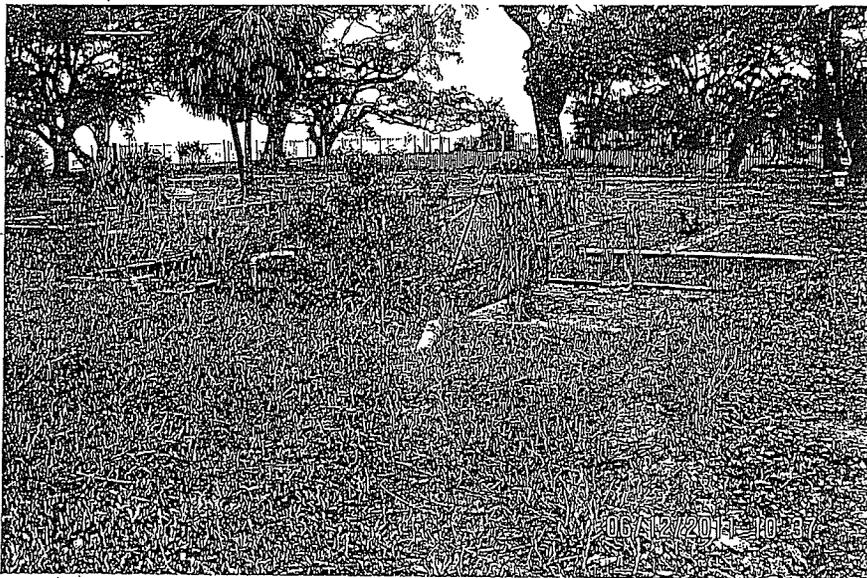
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12/6/2011

- The Clerk further reported that the Legal Notice of Public Hearing was posted at City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, and on the subject property, 104 East Azalea Drive, Long Beach, Mississippi, by Building Official Earl Levens.
- The Clerk submitted photographs depicting the condition of the subject property taken by Zoning Enforcement Officer Claire Leatherwood on December 6, 2011, as follows:



104 E AZALEA



104
E AZALEA



104 E AZALEA

- The Clerk submitted an affidavit affirming the posting of said Notice of Public Hearing and the validity of photographs depicting the subject property, 104 East Azalea Drive, Long Beach, Mississippi, as of December 6, 2011; said affidavit is as follows:

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 Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
 COUNTY OF HARRISON
 CITY OF LONG BEACH

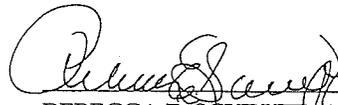
BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared EARL LEVENS, known to me to be the Building Official and CLAIRE LEATHERWOOD known to me to be the Zoning Enforcement Officer both of the City of Long Beach,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

1. That Earl Levens is the duly appointed and acting Building Official and Claire Leatherwood is the duly appointed and acting Zoning Enforcement Officer of the City of Long Beach, Mississippi;

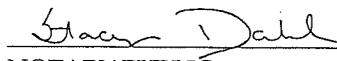
2. That in such capacity, they are responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanness as to constitute a menace to the public health and safety of the community; they are responsible for the taking 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 November 21, 2011, Earl Levens did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to Robert T. and James H. Maxey and located at 104 East Azalea Drive, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 6, 2011, Claire Leatherwood did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 6, 2011.

This the 6th day of December, 2011.


 REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 6th day of December, 2011.


 NOTARY PUBLIC

-My Commission Expires-



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

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

AFFIDAVIT- PHOTOS, POST NOTICE

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 104 East Azalea Drive 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 Couvillon 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 104 EAST AZALEA 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 104 East Azalea 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 November 1, 2011, 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 held December 6, 2011, 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;

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Mayor and Board of Aldermen

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 uncleanness as to be a menace to the public health and safety of the community and 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 Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0712D-03-038.000, and according to said tax records is owned by James H. and Robert T. Maxey, is at present in such a state of uncleanness as to be a menace to the public health and safety of the community and 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 of Claire Leatherwood, City Building Inspector July 18, 2011, 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.

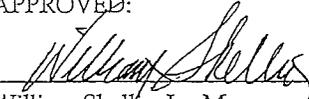
Alderman Lishen seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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Mayor and Board of Aldermen

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 6th day of December, 2011.

APPROVED:



William Skelton, Jr., Mayor

ATTEST:



Rebecca E. Schruoff, City Clerk

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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
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WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

July 18, 2011

91 7108 2133 3938 0606 9757

NOTICE OF NON COMPLIANCE WITH ZONING ORDINANCE

Maxey
13305 Sunview Cove
Ocean Springs, Ms. 39564

Reference: 104^{1/2} Azalea Drive Avenue Long Beach, Ms. 39560
Parcel # 0712D-03-038.000

Dear Mr. Maxey,

You are hereby notified that you are in violation of the following:
INTERNATIONAL PROPERTY MAINTENCE CODE: CHAPTER 3 : SECTION
301.3,302.1, 302.4&302.5 (SEE ATTACHED)

After inspecting the above referenced property, it has been determined that you are in violation of overgrown grass and weeds. You have 7 (seven) days to bring this matter into compliance by calling the office , 228-863-1554, my cell 228-669-2318, or take this notice with you to the Permit Office, located at 201 Jeff Davis Avenue , Long Beach , Ms. for directions and/or corrective measures.

Failure to comply with this notice constitutes a violation and is chargeable as a misdemeanor

By order of
City of Long Beach
Claire Leatherwood
Claire leatherwood
Zoning

Minutes of December 6, 2011
Mayor and Board of Aldermen

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301
GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

2003 INTERNATIONAL PROPERTY MAINTENANCE CODE®

The second 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 105 East Azalea Drive and assessed to Jacqueline S. Moore, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community, all in accordance with §21-19-11 of the Mississippi Code 1972, as amended.

The Mayor recognized the City Clerk for her report, whereupon, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to

make said report a part of the record of this public hearing, collective Exhibit "A", as follows:

- The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on November 1, 2011, she did cause to be sent via certified mail, return receipt requested, Legal Notice, Public Hearing, to Jacqueline S. Moore, 860 East Beach Boulevard, Long Beach, Mississippi, 39560, as the same appears of record on the 2011 Harrison County Real Property Tax Rolls.
- The Clerk further reported that the legal notice was returned by the USPS marked "Undeliverable as Addressed", "Unable to Forward". Said Notice is as follows:

Minutes of December 6, 2011
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
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

November 3, 2011

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

MAILED

Date: 11/3/11

Jacqueline S. Moore
860 East Beach Boulevard
Long Beach, MS 39560

91 7108 2133 3938 0607 0869

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting November 1, 2011, hold a public hearing at 5:00 p.m., Tuesday, December 6, 2011, at the Long Beach City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Jacqueline S. Moore, and situated in the City of Long Beach, Mississippi, at 105 East Azalea 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: 105 East Azalea
Parcel Number: 0712D-03-020.000
Legal Description: LOT 3 AZALEA HOME SUBD

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

Minutes of December 6, 2011
Mayor and Board of Aldermen

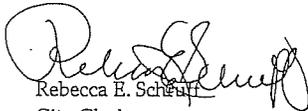
511

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*.

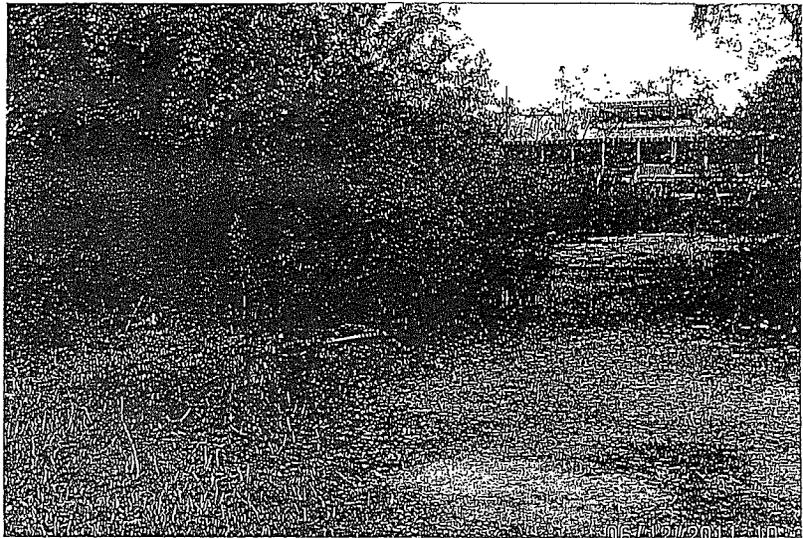
All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 1st day of November, 2011.


Rebecca E. Schmitt
City Clerk



105 E. AZALEA



105 E AZALEA DR

- The Clerk submitted an affidavit affirming the posting of said Notice of Public Hearing and the validity of photographs depicting the subject property, 105 East Azalea Drive, Long Beach, Mississippi, as of December 6, 2011; said affidavit is as follows:

Minutes of December 6, 2011
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 and CLAIRE LEATHERWOOD known to me to be the Zoning Enforcement Officer both of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

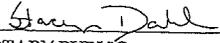
1. That Earl Levens is the duly appointed and acting Building Official and Claire Leatherwood is the duly appointed and acting Zoning Enforcement Officer of the City of Long Beach, Mississippi;
2. That in such capacity, they are responsible for the posting of notices of public hearings for the purpose 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; they are 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 November 21, 2011, Earl Levens did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to Jacqueline S. Moore and located at 105 East Azalea Drive, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 6, 2011, Claire Leatherwood did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 6, 2011.

This the 6th day of December, 2011.


REBECCA E. SCHRUFF, APPOINTANT

SWORN TO AND SUBSCRIBED before me on this the 6th day of December, 2011.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PIOTOS;POST NOTICE

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

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

Minutes of December 6, 2011
Mayor and Board of Aldermen

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91 7108 2133 3938 0607 0890

MAILED *PK*

Date: 12/8/11

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 105 East Azalea Drive 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 Couvillon 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 105 EAST AZALEA 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 105 East Azalea 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 November 1, 2011, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanliness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held December 6, 2011, 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;

Minutes of December 6, 2011
Mayor and Board of Aldermen

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 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 Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0712D-03-020.000, and according to said tax records is owned by Jacqueline S. Moore, is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and 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:

Minutes of December 6, 2011
Mayor and Board of Aldermen

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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 of Claire Leatherwood, City Building Inspector July 18, 2011, 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 Anderson 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:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

Minutes of December 6, 2011
Mayor and Board of Aldermen

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 6th day of December, 2011.

APPROVED:



William Skellie, Jr., Mayor

ATTEST:



Rebecca E. Schruff, City Clerk

Minutes of December 6, 2011
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
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

July 18, 2011

91 7108 2133 3938 0606 9740

NOTICE OF NON COMPLIANCE WITH ZONING ORDINANCE

Moore
860 East Beach Blvd.
Long Beach, Ms. 39560

Reference: 105 Azalea Drive Avenue ^{East} Long Beach, Ms. 39560
Parcel # 0712D-03-020.000

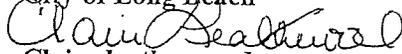
Dear Ms. Moore,

You are hereby notified that you are in violation of the following:
INTERNATIONAL PROPERTY MAINTENCE CODE: CHAPTER 3 : SECTION
301.3,302.1, 302.4&302.5 (SEE ATTACHED)

After inspecting the above referenced property, it has been determined that you are in violation of overgrown grass and weeds. You have 7 (seven) days to bring this matter into compliance by calling the office , 228-863-1554, my cell 228-669-2318, or take this notice with you to the Permit Office, located at 201 Jeff Davis Avenue , Long Beach , Ms. for directions and/or corrective measures.

Failure to comply with this notice constitutes a violation and is chargeable as a misdemeanor

By order of
City of Long Beach


Claire leatherwood
Zoning

Minutes of December 6, 2011
Mayor and Board of Aldermen

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301
GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

The third public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, Mississippi, located at 107 East Azalea Drive, Long Beach, Mississippi, and assessed to Govert V. Van Vloten, 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 Ponthieux made motion seconded by Alderman Anderson and unanimously carried to make said report a part of the record of this public hearing, as follows:

- The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on November 1, 2011, she did cause to be sent, via certified mail, return receipt requested, Legal Notice, Public Hearing, to Govert V. Van Vloten, 205 Joyce Avenue, Long Beach, Mississippi, 39560, as the same appears of record on the 2011 Harrison County Property Tax Rolls.
- The Clerk further reported that the USPS confirmed delivery of said notice on November 9, 2011; said notice is as follows:

Minutes of December 6, 2011
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
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

November 3, 2011

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

MAILED

Date: 11/3/11

Govert V. Van Vloten
205 Joyce Avenue
Long Beach, MS 39560

91 7108 2133 3938 0607 0876

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting November 1, 2011, hold a public hearing at 5:00 p.m., Tuesday, December 6, 2011, at the Long Beach City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Jacqueline S. Moore, and situated in the City of Long Beach, Mississippi, at 107 East Azalea 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: 107 East Azalea
Parcel Number: 0712D-03-021.000
Legal Description: LOT 4 AZALEA HOME SUBD

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

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Quick Tools Ship a Package Send Mail Manage Your Mail Shop Business Solutions

Track & Confirm

GET EMAIL UPDATES 

YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
8171082133393806070876	First-Class Mail [®]	Delivered	November 09, 2011, 1:37 pm	LONG BEACH, MS 39580	Return Receipt Electronic
		Notice Left	November 04, 2011, 1:58 pm	LONG BEACH, MS 39580	
		Arrival at Unit	November 04, 2011, 8:32 am	LONG BEACH, MS 39580	
		Processed at USPS Origin Sort Facility	November 04, 2011, 4:57 am	GULFPORT, MS 39503	
		Electronic Shipping Info Received	November 03, 2011		
		Accepted at USPS Origin Sort Facility	November 03, 2011, 9:13 pm	GULFPORT, MS 39503	
		Processed at USPS Origin Sort Facility	November 03, 2011, 9:13 pm	GULFPORT, MS 39503	

Check on Another Item
What's your label (or receipt) number?



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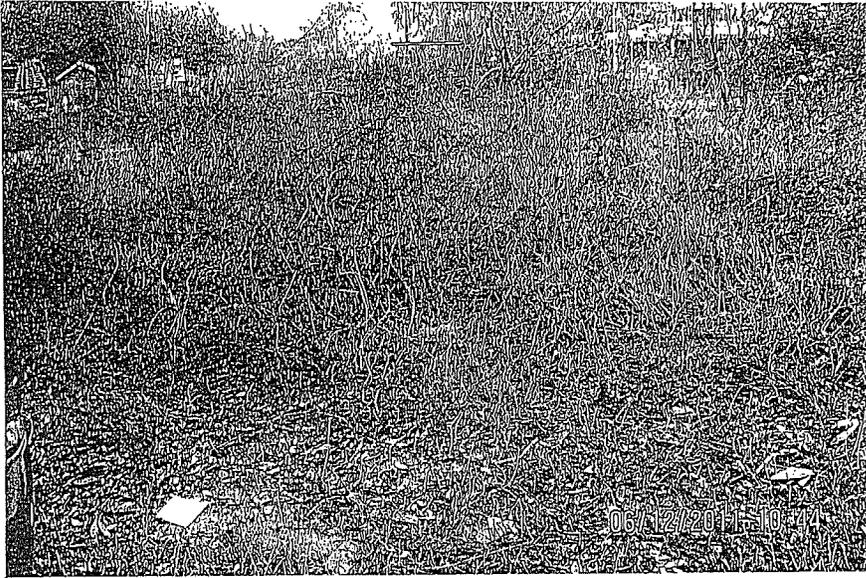
OTHER USPS SITES
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[Postal Inspectors](#) >
[Inspector General](#) >
[Postal Explorer](#) >

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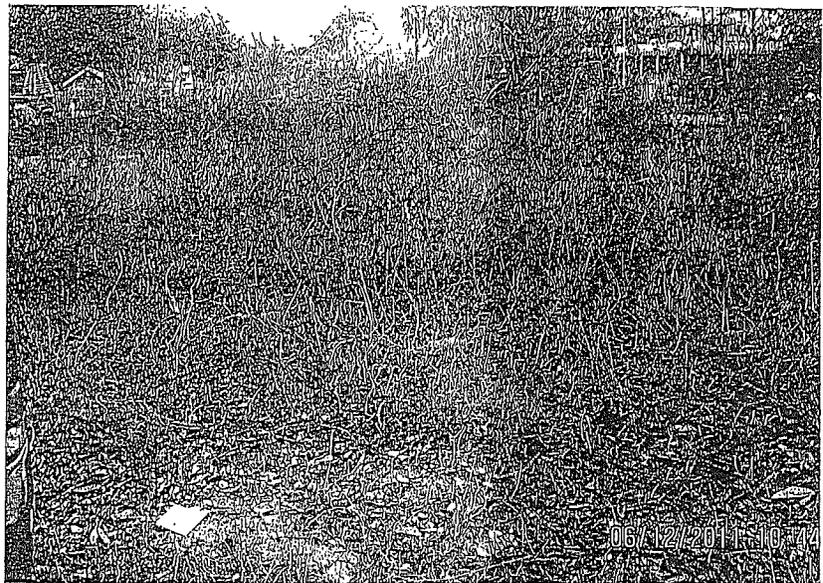
<https://tools.usps.com/go/TrackConfirmAction.action>

12/6/2011

- The Clerk reported that the Legal Notice of Public Hearing was posted at City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, and on the subject property, 107 East Azalea Drive, by Building Official Earl Levens.
- The Clerk submitted photographs depicting the subject property taken on December 6, 2011, by Zoning Enforcement Office Claire Leatherwood, as follows:



107 E. AZALEA



107 E. AZALEA DR.

- The Clerk submitted a sworn affidavit affirming the posting of said Notice of Public Hearing and the validity of photographs depicting the subject property, 107 East Azalea Drive, Long Beach, Mississippi, as of December 6, 2011; said affidavit is as follows:

Minutes of December 6, 2011
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

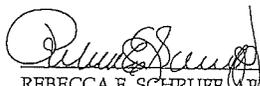
BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared EARL LEVENS, known to me to be the Building Official and CLAIRE LEATHERWOOD known to me to be the Zoning Enforcement Officer both of the City of Long Beach,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

1. That Earl Levens is the duly appointed and acting Building Official and Claire Leatherwood is the duly appointed and acting Zoning Enforcement Officer of the City of Long Beach, Mississippi;

2. That in such capacity, they are 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; they are 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;

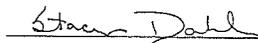
3. That on or before November 21, 2011, Earl Levens did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property assessed to Govert V. Van Vloten and located at 107 East Azalea Drive, Long Beach, Mississippi and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 6, 2011, Claire Leatherwood did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 6, 2011.

This the 6th day of December, 2011.


REBECCA E. SCHRUFF, JUDICANT

SWORN TO AND SUBSCRIBED before me on this the 6th day of December, 2011.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

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

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

Minutes of December 6, 2011
Mayor and Board of Aldermen

MAILED *Per*
Date: 12/8/11

91 7108 2133 3938 0607 0906

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 107 East Azalea Drive 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 Couvillon 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 107 EAST AZALEA 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 107 East Azalea 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 November 1, 2011, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanliness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held December 6, 2011, 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;

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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 uncleanness as to be a menace to the public health and safety of the community and 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 Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0712D-03-021.000, and according to said tax records is owned by Govert V. Van Vloten, is at present in such a state of uncleanness as to be a menace to the public health and safety of the community and 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:

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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 of Claire Leatherwood, City Building Inspector July 18, 2011, 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 Carrubba 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:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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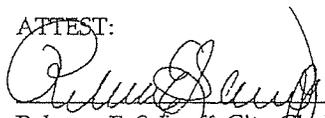
The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 6th day of December, 2011.

APPROVED:



William Skellie, Jr., Mayor

ATTEST:



Rebecca E. Schuff, City Clerk

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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
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

July 18, 2011

91 7108 2133 3938 0606 9788

NOTICE OF NON COMPLIANCE WITH ZONING ORDINANCE

Van Vloten
205 Joyce Avenue
Long Beach, Ms. 39560

Reference: 107 Azalea Drive Avenue Long Beach, Ms. 39560
Parcel # 0712D-03-021.000

Dear Van Vloten,

You are hereby notified that you are in violation of the following:
INTERNATIONAL PROPERTY MAINTENCE CODE: CHAPTER 3 : SECTION
301.3,302.1, 302.4&302.5 (SEE ATTACHED)

After inspecting the above referenced property, it has been determined that you are in violation of overgrown grass and weeds. You have 7 (seven) days to bring this matter into compliance by calling the office , 228-863-1554, my cell 228-669-2318, or take this notice with you to the Permit Office, located at 201 Jeff Davis Avenue , Long Beach , Ms. for directions and/or corrective measures.

Failure to comply with this notice constitutes a violation and is chargeable as a misdemeanor

By order of
City of Long Beach
Claire Leatherwood
Claire leatherwood
Zoning

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301
GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

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 December, 2011, 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,

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Mayor and Board of Aldermen

Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruff, and City Attorney James C. Simpson, Jr.

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

The meeting was called to order and there was no official action required or taken regarding bids.

There were no announcements, presentations, or proclamations.

There were no amendments to the Municipal Docket.

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

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 Mayor and Board of Aldermen

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY

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

	PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	M. KRUSE 19015 RED BUD DR	4c	Public Housing
2	Michael Wren	4c	" "
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

It was the consensus of the Mayor and Board of Aldermen to allow Michael Wren to address his public comments upon discussion of the recovery agreement, Long Beach Housing Authority, HUD, and the City of Long Beach, Item X.4.c.

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated November 15, 2011, as submitted.

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Alderman Hammons made motion seconded by Alderman Ponthieux and unanimously carried to approve the regular meeting minutes of the Port Commission dated November 17, 2011, as submitted.

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 120611, inclusive of Pay Application #4, Hobbs Construction, Inc. – FEMA 361 First Responders’ Shelter.

There was no report from the Mayor’s Office.

There was no official action required or taken regarding CDBG Requests for Cash; Payment of Invoices.

Resolution-Loan application, Pino Street Emergency Water Main Replacement was taken under advisement for further review and consideration at the next regular meeting, December 20, 2011.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve the Contract – Pino Street emergency Water Main Replacement, as follows:

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of June 1, 2011 ("Effective Date") between
City of Long Beach ("Owner") and A. Garner Russell & Assoc. ("Engineer").

Engineer agrees to provide the services described below to Owner for the replacement of a water main along Pino Street, along with other miscellaneous water system improvements, all more particularly described as the Pino Street Water Main Replacement. ("Project")

Description of Engineer's Services: Provide design, bidding, and construction phase services for the Pino Street Water Main Replacement. Also, provide needed services related to securing the loan through the Drinking Water System Emergency Loan Fund (DWSELF).

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

4.01 Termination

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

1. For cause,

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

b. By Engineer:

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

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

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

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

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

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the

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

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

7.01 General Considerations

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

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

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

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on Interpretations or clarifications of the construction

contract given by Owner without consultation and advice of Engineer.

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

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

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

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

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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9.01 Payment

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

1. Basic Services will be compensated in amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. Construction Phase (Resident Project Representative) Services and Post Construction Services. For services of Engineer's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
3. Engineer's Standard Hourly Rates are attached as Appendix 1. The Standard Hourly Rates will be adjusted annually (as of June 2012) to reflect equitable changes in the compensation payable to the ENGINEER.
4. The total compensation for the services detailed herein is estimated to be \$59,650 based on the following assumed distribution of compensation:

a. Design & Bidding	<u>\$17,050</u>
b. Construction Phase	<u>\$37,600</u>
c. Project & DWSELF Loan Closeout	<u>\$5,000</u>

B. Engineer has already provided Basic Services related to the Design & Bidding portions of the work. Engineer will continue to provide needed Basic Services related to Construction Administration and to the loan application; and will also provide Construction Phase Services. Engineer proposes the following estimated schedule for completion of the various phases of the work:

a. Design & Bidding Phase	<u>Completed November 15, 2011</u>
b. Construction Phase	<u>February 26, 2012</u>
c. Project & DWSELF Loan Closeout	<u>June 1, 2012.</u>

C. The Engineer's compensation is conditioned on the time to complete the project not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

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

OWNER: City of Long Beach

By: William Skellie, Jr.
William Skellie, Jr.
Mayor

ENGINEER: A. Garner Russell & Associates, Inc.

By: M. Scott Burge
M. Scott Burge
President

Date Signed: 12/6/11

Date Signed: 12-1-11
License No. and State: 9550 / MS

Address for giving notices:

P. O. Box 929
Long Beach, MS 39560

Address for giving notices:

P. O. Box 1677
Gulfport, MS 39502

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Mayor and Board of Aldermen

This is Appendix 1, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services, dated June 1, 2011.

Initial:
OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

<u>Position</u>	<u>Billing Rate</u>
Senior Engineer, Principal	\$135.00
Professional Engineer III	\$125.00
Professional Engineer II	\$115.00
Professional Engineer I	\$105.00
Senior Project Manager	\$105.00
Engineer Intern III	\$95.00
Engineer Intern II	\$80.00
Engineer Intern I	\$70.00
Professional Land Surveyor II	\$135.00
Professional Land Surveyor I	\$95.00
Survey Crew Chief	\$85.00
Senior Resident Project Representative	\$80.00
Engineering Technician III	\$75.00
Engineering Technician II	\$65.00
Engineering Technician I	\$50.00
CADD Technician III	\$80.00
CADD Technician II	\$65.00
CADD Technician I	\$50.00
Clerical	\$55.00
Surveys with RTK GPS Equipment	\$12.00

Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried authorizing advertisement, Notice to Financial Institutions, Municipal Depository for a period of two years.

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The Mayor recognized redistricting analyst, Mr. David Hansen, South Mississippi Development District, to answer questions and provide information regarding redistricting.

After considerable discussion, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to adopt the Principles of Redistricting, as follows:

Redistricting Principles

1. Districts should be drawn to be relatively equal in size and there should be less than a ten percent (10%) overall maximum deviation.
2. Districts should be contiguous.
3. The Plan Should comply with Section 2 and 5 of the Voting Rights Act of 1965, as amended, and all other applicable state and federal laws.
4. The plan should be drawn to maintain the geographic cores of existing districts to the extent possible.

The Mayor recognized Holly Bellino Knight, PIH, HUB Director, HUD, to provide information and answer questions regarding the Recovery Agreement – Long Beach Housing Authority, HUD, and the City of Long Beach.

The Mayor recognized Housing Authority Commissioner Michael Wren for public comments.

Attorney Paul Delcambre, Mississippi Regional Housing Authority No. VIII, addressed the Mayor and Board of Aldermen to answer questions and provide additional information.

It was noted for the record that the Mississippi Regional Housing Authority No. VIII Director would provide a letter to the city stating their assurance that Long Beach residents would have first preference for housing available in Long Beach.

After considerable discussion, Alderman Anderson made motion seconded by Alderman Hammons to approve the Recovery Agreement between The Housing Authority of the City of Long Beach, and The United States Department of Housing and Urban Development and The City of Long Beach, as follows:

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Mayor and Board of Aldermen

RECOVERY AGREEMENT

between

The Housing Authority of the City of Long Beach

and

The United States Department of Housing and Urban Development

and

The City of Long Beach

This Recovery Agreement is entered into between the Housing Authority of the City of Long Beach, the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") and the City of Long Beach as of this ____ day of _____, 2011.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the Long Beach Housing Authority to develop and operate public housing projects of the Long Beach Housing Authority; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and

WHEREAS, on the basis of an annual PHAS score, the Long Beach Housing Authority has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, ("Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the Long Beach Housing Authority, and the City of Long Beach agree as follows:

- I. The Long Beach Housing Authority agrees to achieve the outcomes outlined in the Action Plan and Incorporated into this Agreement as Exhibit A.

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Mayor and Board of Aldermen

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- II. The Long Beach Housing Authority and the City of Long Beach agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery.
- III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.
- IV. Upon execution of the Agreement, the Long Beach Housing Authority will commence with the required actions listed in the Plan within the timeframes set forth therein.
- V. The Long Beach Housing Authority will cure identified deficiencies within the timeframes established in the Action Plan.
- VI. Subject so section XII, regardless of possible changes in the Long Beach Housing Authority's Board composition, or the decision-making individuals for HUD or the City of Long Beach, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the Long Beach Housing Authority has completed all items listed in the Plan, even if HUD removes the Long Beach Housing Authority's troubled/substandard designation.
- VII. HUD, in its discretion, may provide technical assistance, including training or contract support to the Long Beach Housing Authority to facilitate accomplishment of the items in the Action Plan. The Long Beach Housing Authority's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.
- VIII. The Long Beach Housing Authority shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the Long Beach Housing Authority's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.
- IX. HUD will review the Action Plan progress reports submitted by the Long Beach Housing Authority and supporting documentation. HUD will confirm in writing to the Long Beach Housing Authority the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.

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- X. If the Long Beach Housing Authority disagrees with HUD's determination concerning the completion of any item, the Long Beach Housing Authority may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the Long Beach Housing Authority with a written notice of its decision.
- XI. The failure of the Long Beach Housing Authority, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:
- a. Consolidation;
 - b. Consortia/Joint Venture;
 - c. Contraction of Operational Activities;
 - d. Cooperative Endeavor Agreement;
 - e. Debarment;
 - f. Deliver possession and control of project(s) to HUD;
 - g. Limited Denial of Participation;
 - h. Receivership; and/or
 - i. Suspension.
- XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the Long Beach Housing Authority as set forth in this section of the Agreement for noncompliance with original timeframes.
- XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.
- XIV. HUD, the Long Beach Housing Authority and their employees, subcontractors, partners or assigns, and the City of Long Beach shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the

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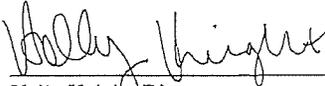
continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.

- XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.
- XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.
- XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement. Otherwise, this agreement may be amended by mutual agreement of the parties.
- XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

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- XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.
- XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the Long Beach Housing Authority, or in any way excuse the Long Beach Housing Authority from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the Long Beach Housing Authority's right to take any remedial action allowed by the Agreement.
- XXIII. The parties agree that any cost associated with the implementation of this Agreement, the Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.
- XXIV. The City of Long Beach Housing, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Long Beach Housing Authority. As a signatory of this Agreement, the City of Long Beach commits to oversee and monitor its duly appointed agents, the appointees to the Long Beach Housing Authority Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Long Beach Housing Authority Board to discharge its duties under this Agreement, the City of Long Beach will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.
- XXV. IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: 
Holly Knight, Director
Hub Office of Public Housing
Jackson Field Office

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Long Beach Housing Authority
ATTEST: BY ITS BOARD OF
COMMISSIONERS

By: Aster Hawthorne
Aster Hawthorne, Board Chairperson
Long Beach Housing Authority

By: J. P. Lawrence
J. P. Lawrence, Acting Executive Director
Long Beach Housing Authority

By: Billy Skellig
Billy Skellig, Mayor
City of Long Beach

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the agreement approved this the 6th day of December, 2011.

The Mayor recognized Mr. Calvin Foster, Beecher Carlson, Insurance Broker of Record for the City of Long Beach, to provide information and answer questions regarding the 2012 Insurance Program Renewal.

After considerable discussion, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to renew, as follows:

- Liability Package; Mississippi Municipal Service Company; \$87,950.00.
- Auto Physical Damage; National Liability & Fire; \$69,825.00.
- Property Renewal (Option 1 & exclude terrorism coverage); Aspen Specialty Insurance Company & Arch Specialty Insurance Company; \$169,579.00.
- Wind Deductible Buy Down; Mississippi Windstorm Underwriting Association; \$36,280.00.
- Equipment Renewal; American Guarantee & Liability Insurance Company; \$13,907.00.

No official action was required or taken regarding the city bazaar- Town Green.

The proposal, annual inspection sprinkler/fire alarm system, City Hall, submitted by Fire Code Compliance, LLC, was taken under advisement for further review and consideration at the next regular meeting, December 20, 2011.

There came on for consideration school board resumes and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on October 4, 2011, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Election of School Trustee, as evidenced by the Publisher's Proof of Publication.

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

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 128 No., 7 dated 10 day of Oct, 20 11
- Vol. 128 No., 14 dated 17 day of Oct, 20 11
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

Crista Laux
Clerk

Sworn to and subscribed before me this 17 day of Oct, A.D., 20 11



Kandia Berkley
Notary Public

LEGAL NOTICE
ELECTION OF SCHOOL TRUSTEE
THE CITY OF LONG BEACH, MISSISSIPPI
 NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, at its first meeting in February to be held on Tuesday, the 7th day of February, 2012, at 6:00 p.m. at the Long Beach City Hall, 201 Jeff Davis Avenue, in said City, or at such meeting to which the same may be recessed or adjourned, will consider and act upon the election or appointment of a Trustee to the Board of Trustees of the Long Beach School District, required by Law to be elected by said Mayor and Board of Aldermen.

Any person desiring to be considered an applicant for such office of Trustee, or any person or civic organization desiring to submit the name of any person as an applicant, may do so by filing a curriculum vitae or resume with the City Clerk (City Clerk: cityoflongbeach.ms.gov) of said City at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, or by mail to Post Office Box 425, Long Beach, Mississippi, 38650, no later than thirty (30) days from the date of the notice, 6:00 o'clock p.m. on Thursday, the 10th day of November, 2011. The resume shall include, but is not limited to, the name, birthday and address of the applicant, his or her work history, and qualifications, and the name, address, birthday, and present employment of the applicant's spouse, with such other information as may be required by the Mayor and Board of Aldermen.

This, the 10th day of October, 2011.

SEAL:
 Rebecca E. Sontell, City Clerk
 ADV10.17.2011 1689904

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

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

Paul James Sylvia
703 Briarwood Drive
Long Beach, MS 39560

Upon further discussion, Alderman Couvillon made motion seconded by Alderman Carrubba and unanimously carried to schedule a work session for the

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Mayor and Board of Aldermen

purpose of conducting School Board interviews at 15 minute intervals commencing at 4:00 p.m., Tuesday, December 20, 2011, City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi.

Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to acknowledge receipt of the Revenue/Expense Report, October, 2011.

Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to approve Water and Sewer Utility Billing budget amendments, as follows:

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Comptroller's Office

Memo

To: Rebecca Schruff, City Clerk
From: Kini Gonsoulin, Comptroller
Date: 11/21/2011
Re: Budget Amendment

Please submit the attached budget amendment for consideration on the December 6, 2011 Board Meeting. The Utility Billing Department needs to order forms for water/sewer billing.

I feel there are sufficient funds within the department to transfer to make this purchase without negatively impacting their budget.

If you have any questions, please don't hesitate to call. Thank you.

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City of Long Beach
 Budget Amendment Request

Fund Name	Water/Sewer	Date
Department #	811	Budget Entry #
Department Name	Utility Billing	12/6/2011

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Postage 811-625700	29,050		(4,000)	25,050
Operating Supplies 811-610700	1,500		4,000	5,500
	30,550	-	-	30,550

Amendment to transfer funds within the Utility Billing Department in the Water/Sewer Fund to purchase forms for water/sewer bills.

Amendment # 1

After considerable discussion, Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried to approve the Senior Citizen holiday closing schedule, as follows:

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Mayor and Board of Aldermen

December 1, 2011

To Mayor and Board of Alderpersons,

I am requesting the following dates to close the Senior Citizen Center in observance of the Christmas Holiday, December 16, 2011 returning January 3, 2012. These days will be used as vacation time for employees of the Senior Citizen Center. Your consideration is greatly appreciated.

Thank you,


Brenda Trehern

Upon further discussion of the subject, it was the consensus of the Mayor and Board of Aldermen for Senior Citizen Director Brenda Trehern to attend the next regular meeting, December 20, 2011, to answer questions and provide additional information regarding closure of the Senior Citizen Facility during Christmas Holidays.

There came on for consideration derelict properties and discussion was held regarding the deplorable condition of the mini shopping center at LaRosa Road and Seal Avenue. After considerable discussion, it was the direction of the Mayor and

Board of Aldermen for the City Attorney to forward a letter to the property owner stating that the property in its present condition is in violation of the property maintenance code and city ordinances and is a blight on the community.

* *

Discussion was held regarding the double wide trailer on Gates Avenue, said trailer having been sold and half moved off the property. After considerable discussion it was determined that the Building Official will contact the appropriate parties to resolve the problem.

* *

There came on for consideration problems with derelict properties in Ward 5, as follows:

- The Zoning Enforcement Officer, with the aid of law enforcement personnel, was directed to issue a citation to the property owner of 5173 Mitchell Road, Herbert (Pee Wee) Sullivan and swear out an affidavit to implement court proceedings for violations of the property maintenance code and city ordinances.
- Discussion was held regarding the partially built fence on Pineville Road; no official was taken at this time.
- Discussion was held regarding clearing the vacant lot at 0 Old Savannah Drive. After considerable discussion, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to schedule a public hearing, Tuesday, January 3, 2012, at 5:00 p.m., Long Beach City Hall Meeting Room, to determine whether or not the aforementioned property is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.
- It was noted that the pile of lumber on the premises where the Phillies Restaurant was located will be utilized for a handicap ramp during renovations to the building.

* *

Upon review of photographs taken on December 6, 2011, of property located at 201 Lawler Avenue, assessed to Kelly Walker, it was the consensus of the Mayor and Board of Aldermen that the property is not compliant with the property maintenance code and city ordinances and to commence with the cleaning of said property. It was noted for the record that the property was adjudicated to be a menace to the public health and safety of the community at a public hearing duly held and convened on

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October 4, 2011, and several extensions were subsequently granted to the property owner to bring the property into compliance.

Appointments to the Planning Commission, Wards 2 and 3, were taken under advisement until the next regular meeting, December 20, 2011.

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve the close out documents City Hall, with reissuance of the Certificate of Final Completion, as follows:

CERTIFICATE OF FINAL COMPLETION

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT:
07123.00 City of Long Beach City Hall
Long Beach, MS

ARCHITECT: JBHM Architects, P.A.

ARCHITECT'S PROJECT NUMBER: 7123.00

TO: (Owner)
Mayor William Skellie, Jr.
City of Long Beach
201 Jefferson Davis Ave
Long Beach, MS 39560

CONTRACTOR: Starks Contracting Co., Inc.

CONTRACT FOR: General Construction

CONTRACT DATE:

DATE OF ISSUANCE: November 2, 2011

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract, in the opinion of the Architect, has been reviewed and found to be finally complete. The Date of Final Completion of the Project or portion thereof designated above is hereby established as November 2, 2011, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below. The warranty periods for this work shall be as follows, except where longer warranty periods for specific items of equipment, installation, systems, etc. are required by the contract documents:

Materials and workmanship – All construction: 1 year initiated at Substantial Completion date: 11/28/2010
Materials and workmanship – Roof: 3 years initiated at Substantial Completion date: 11/28/2010

DEFINITION OF DATE OF FINAL COMPLETION

The Date of Final Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is complete, in accordance with the Contract Documents.

JBHM Architects, PA
ARCHITECT

BY 

11.2.11

BY

DATE

The responsibilities of the Owner and the Contractor for warranty shall be as follows:

When items covered by warranty are discovered, they shall be evaluated by the Owner to verify that the item is not a maintenance problem. If the Owner, in their opinion, confirms that the item should be a warranty item, they shall notify the contractor promptly. The contractor shall solve the problem in an expeditious manner.

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STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

January 11, 2011

CITY OF LONG BEACH
C/O JBHM ARCHITECTS, PA
2548 BEACH BOULEVARD, SUITE 100
BILOXI, MS 39531-4721

FAX: 228/594-2020

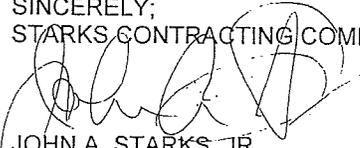
RE: 07123 LONG BEACH NEW CITY HALL
201 JEFF DAVIS AVENUE
LONG BEACH, MISSISSIPPI

GENTLEMEN:

WE HEREBY WARRANT AND GUARANTEE THAT ALL WORK PERFORMED BY US ON THE ABOVE REFERENCED PROJECT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND ALL WORK SHALL REMAIN FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION, OR FOR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACTUAL DOCUMENTS FOR SUCH PORTIONS OF THE WORK.

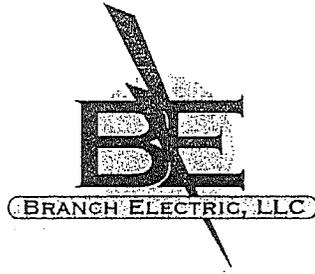
WE FURTHER CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE, NO ASBESTOS CONTAINING MATERIALS WERE USED IN THE CONSTRUCTION OF THIS PROJECT.

SINCERELY,
STARKS CONTRACTING COMPANY, INC.


JOHN A. STARKS, JR.
SECRETARY/TREASURER



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Mayor and Board of Aldermen



SUBCONTRACTORS GUARANTEE

Date: 29 Dec 2010

To All Whom It May Concern:

Branch Electric llc. of the City/Town of Gulfport, County of Harrison and State of Mississippi, being duly sworn, deposes and says that Rick Snell of Branch Electric llc. (Hereinafter called the Contractor); and, being duly authorized, makes this statement and guarantee on its behalf; that the Contractor, in completing the performance of a certain contract dated 28 January 2009 with the City of Long Beach (Here in after called the Owner) for New Long Beach City Hall (The Work) specified as Job No. 609, furnished labor or materials or both, supervision of construction or alterations and/or otherwise, in connection with the site development, remediation and/or the erection and construction of a certain building or buildings, structures and installations, situated on the following property, via: New Long Beach City Hall County of Harrison, and State of Ms., that, for a valuable consideration paid to the Contractor there for, receipt whereof is hereby confessed and acknowledged, the Contractor does hereby guarantee to the Owner that all labor and materials or both and all work performed is in accordance with the requirements of said Contract and all authorized Supplements thereto; that should any defect develop during the guarantee periods for certain trades or work, as stated herein, due to improper materials, workmanship or arrangements; the same will, upon written notice from the Owner, promptly be made good by the Contractor without expenses to the Owner, and that any other work affected in correcting such defects will also be made good by the Contractor without expense to the Owner.

TRADE OR WORK	GUARANTEE FROM	GUARANTEE TO
<u>Electrical Division 16</u>	<u>28 Nov 2010</u>	<u>28 Nov 2011</u>

BY: Branch Electric llc.

NAME: Rick Snell

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 Mayor and Board of Aldermen

 **Document G706™ – 1994**

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> 609 Long Beach New City Hall 201 Jeff Davis Avenue Long Beach, MS 39560	ARCHITECT'S PROJECT NUMBER: 07123 CONTRACT FOR: Construct New City Hall CONTRACT DATED: 01/28/2009	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SURETY <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Long Beach, City Of 645 Klondyke Road Long Beach, MS 39560 Attn: William Skellie, Jr.		

MISSISSIPPI
 STATE OF: HARRISON
 COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

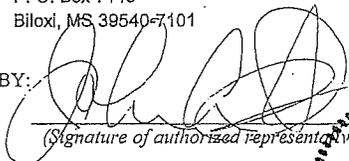
- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.
 Indicate attachment: Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
- Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CONTRACTOR: *(Name and address)*
 Starks Contracting Company, Inc.
 P. O. Box 7149
 Biloxi, MS 39540-7101

BY: 
 (Signature of authorized representative)
 John A. Starks, Jr., Secretary/Treasurer
 (Printed name and title)

NOTARY PUBLIC
 City of Ocean Springs
 September 23, 2011

Subscribed and sworn to before me on this 06/27/2011
 Notary Public: Joanna S. Pinto
 My Commission Expires: September 23, 2011

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AIA Document G706™ – 1994 Instructions

Contractor's Affidavit of Payment of Debts and Claims

GENERAL INFORMATION

Purpose. This document is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under "EXCEPTIONS" in the document. G706 is typically executed as a condition of final payment.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201™ and its related family of documents. G706 also requires the attachment of several supporting documents, including G706A™, Contractor's Affidavit of Release of Liens, and G707™, Consent of Surety to Reduction in or Release of Retainage.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

COMPLETING G706

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as General Construction or Mechanical Work.

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

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Mayor and Board of Aldermen

 **Document G706A™ – 1994**

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> 609 609 Long Beach New City Hall 201 Jeff Davis Avenue Long Beach, MS 39560	ARCHITECT'S PROJECT NUMBER: 07123 CONTRACT FOR: Construct New City Hall	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Long Beach, City Of 645 Klondyke Road Long Beach, MS 39560 Attn: William-Skellie, Jr.	CONTRACT DATED: 01/28/2009	SURETY <input type="checkbox"/> OTHER <input type="checkbox"/>

STATE OF: MISSISSIPPI
COUNTY OF: HARRISON

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

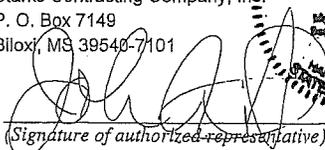
EXCEPTIONS:
NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Starks Contracting Company, Inc.
P. O. Box 7149
Biloxi, MS 39540-7101

BY:


(Signature of authorized representative)

John A. Starks, Jr., Secretary/Treasurer

(Printed name and title)

Subscribed and sworn to before me on this date: 05/27/2011

Notary Public: Joanna S. Pinto

My Commission Expires: September 23, 2011



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Minutes of December 6, 2011 Mayor and Board of Aldermen

AIA[®] Document G706A[™] – 1994 Instructions

Contractor's Affidavit of Release of Liens

GENERAL INFORMATION

Purpose. This document is intended for use as companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.

Related Documents. This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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CHANGES FROM THE PREVIOUS EDITION

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

COMPLETING THE G706A FORM

Contract. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract Type. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

Notary. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

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Minutes of December 6, 2011 Mayor and Board of Aldermen

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond #: 105223879

AIA DOCUMENT G707

PROJECT: NEW CITY HALL BUILDING
(name, address) LONG BEACH, MISSISSIPPI

TO (Owner)

CITY OF LONG BEACH
645 KLONDYKE ROAD
LONG BEACH, MISSISSIPPI 39560

ARCHITECT'S PROJECT NO:
CONTRACT FOR: CONSTRUCTION

CONTRACT DATE: JANUARY 28, 2009

CONTRACTOR: STARKS CONTRACTING COMPANY, INC.
P.O. BOX 7149
D'IBERVILLE, MS 39540-7149

In accordance with the provisions of the Contract between the Owner and the Contractor as Indicated above, the
(here insert name and address of Surety Company)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, HARTFORD, CT 06183-6014

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

STARKS CONTRACTING COMPANY, INC.

P.O. BOX 7149, D'IBERVILLE, MS 39540-7149

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

CITY OF LONG BEACH

645 KLONDYKE ROAD, LONG BEACH, MISSISSIPPI 39560

, OWNER,

as set forth in the said Surety Company's bond. The Travelers hereby consents to final payment based upon the representation by
the Owner that the Owner has properly and timely published a notice of completion of this project in accordance with Miss. Law.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 18TH day of JANUARY, 2011

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety Company

Attest:
(Seal):

Kathleen Scarborough
Signature of Authorized Representative

Kathleen Scarborough, Attorney-In-Fact, MS Resident Agent
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition

Minutes of December 6, 2011 Mayor and Board of Aldermen

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220479

Certificate No. 003871385

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle of Gulfport, Mississippi; Jim B. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance, Teresa Farris of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., and Sharon Tuten

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of September, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 26th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Minutes of December 6, 2011 Mayor and Board of Aldermen

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

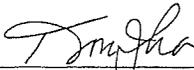
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2011.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Minutes of December 6, 2011 Mayor and Board of Aldermen



GULF COAST OFFICE
2548 Beach Blvd, Ste. 100
Biloxi, Mississippi 39531

228.594.2200
FAX 228.594.2020
EMAIL info@jbhm.com

September 28, 2011

Mayor William Skellie, Jr.
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560

RE: LONG BEACH NEW CITY HALL

Dear Mayor Skellie:

This is to advise that no asbestos containing materials were specified for the above captioned project. Accordingly, to the best of our knowledge no asbestos containing materials were used in the construction of this project.

Should you require additional information, please advise.

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

Sincerely,

Glenn Currie
Principal / Director of Gulf Coast Operations
JBHM Architects
2548 Beach Boulevard, Suite 100
Biloxi, MS 39531
Phone: 228-594-2200
Fax: 228-594-2020
www.jbhm.com
gcurrie@jbhm.com

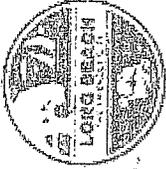
OFFICES
Biloxi
Columbus
Jackson
Tupelo

pc: file - JBHM #7123.15

PRINCIPALS
JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA

JACK W. BALLARD, AIA
GLENN CURRIE, AIA

Minutes of December 6, 2011
Mayor and Board of Aldermen



Long Beach
CERTIFICATE OF OCCUPANCY
Building Inspections Department

This Certificate issued pursuant to the requirements of the 2003 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Business/Owner CITY OF LONG BEACH B Permit No. 5163
 Building Address 201 JEFF DAVIS AV N (USE THIS ONE)
 City, State Zip Long Beach, MS 39560
Emil D. [Signature]
 Office of the Building Official
 Date: 02-Dec-10

Amendments to the Cemetery Ordinance were taken under advisement for further review and consideration at the January 17, 2012, meeting.

The ordinance requiring utility companies to obtain permits for routine maintenance/repairs and the sidewalk ordinance were taken under advisement for further review and consideration at the next regular meeting, December 20, 2012.

**Minutes of December 6, 2011
Mayor and Board of Aldermen**

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to schedule a work session, Tuesday, January 24, 2012, at 5:00 p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to discuss the New Comprehensive Plan, Transect Map and Text Change to Adopt Smart Code.

There came on for consideration drainage, Alverado Drive. It was determined that City Engineer David Ball will meet with Derrel Wilson, Project Manager, Utility Partners, LLC, to prepare a plan and scope of work to determine if the drainage project can be implemented in house or if an outside contractor would need to be consulted.

There came on for consideration a letter from Kelly Cassibry, third grade Discovery students, Thomas L. Reeves Elementary School, as follows:

Minutes of December 6, 2011
Mayor and Board of Aldermen



Thomas L. Reeves Elementary
214 St. Augustine Drive
Long Beach, MS 39560

November 29, 2011

Dear Mayor Skellie,

My third grade Discovery students at Thomas L. Reeves Elementary are presently studying a unit on the History of Long Beach. My students will be learning more about our Long Beach community by interviewing various local business owners located on "Main Street". We are writing to request permission to place a time capsule representing present-day Long Beach in the McCaughan Towne Green location to be opened in the future. This project will allow my students to learn the history of Long Beach, to build pride in their community, and to create an awareness and support for local businesses in the community.

Sincerely,

Kelly Cassibry

Upon discussion, Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to approve the request to place a time capsule in the Town Green, as set forth above.

The Mayor recognized the City Attorney for his report, as follows:

- Ronald Jefferson was not present at court proceedings; however, the judge set a trial date for January 31, 2012.

Minutes of December 6, 2011
Mayor and Board of Aldermen

- The ACLU lawsuit was turned over to the insurance carrier for legal representation.
- Alderman Ponthieux made motion seconded by Alderman Hammons to approve the Arbor Station easement, authorizing the Mayor to execute same, as follows:

1

Prepared by and after recording return to
Robert T. Schwartz, Esq.
Schwartz, Orgler & Jordan, PLLC
2355-B Pass Road
Biloxi, MS 39531
(228) 388-7441
MSB # 10482
robert@sojlaw.net

STATE OF MISSISSIPPI
HARRISON COUNTY
FIRST JUDICIAL DISTRICT

EASEMENT

WHEREAS FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all which is hereby acknowledged, the undersigned, **THE CITY OF LONG BEACH, MISSISSIPPI**, a political subdivision of the STATE OF MISSISSIPPI, whose address is c/o James C. Simpson, Jr., Esq., Wise, Carter, Carraway and Child, 2781 C.T. Switzer Drive, Suite 307, Biloxi, MS 39531 (228) 385-9390, hereinafter Grantor, does hereby grant, bargain and convey unto **ARBOR STATION V, LLC**, an Mississippi Limited Liability Company, whose address is 2750 Old St. Augustine Road, Tallahassee, FL 32301, (850) 656-7667 hereinafter collectively Grantee, an easement for

Minutes of December 6, 2011
Mayor and Board of Aldermen

the location, construction, maintenance and repair of a pond and concrete sidewalk upon certain land of the Grantor known as Platted 2nd Street, located in the City of Long Beach, in the First Judicial District of Harrison County, Mississippi, being described on the attached Exhibit "A", for purpose of using and maintaining the existing detention pond and concrete sidewalk on such property.

This easement is executed and delivered for the purpose of use of the Grantee, their invitees, licensees, assigns and successors in title, for the existing pond and concrete sidewalk constructed by the Grantee on the subject property described herein and shall continue for so long as the said street remains platted and unvacated. At such time as the said street may be vacated or legally abandoned by the Grantor, this easement shall lapse and be of no further force or effect.

This easement shall be and it does constitute a covenant running with the land owned by the Grantee and Grantor.

It is further understood and agreed by and between the Grantor and Grantee herein that, during the term of this easement:

1. The size and general dimensions of the pond and concrete sidewalk shall not be expanded or altered by the Grantee and shall remain in its current condition and location as of the date of this agreement.
2. The Grantee herein agrees to maintain such easement area including the pond and concrete sidewalk thereon in good condition in accordance with all applicable local, state and federal regulations which shall be at the sole cost and expense of the Grantee herein;
3. This easement shall not prohibit Grantee, or their successors in title from use of said easement area and underlying property in conformity with this document.

Minutes of December 6, 2011
Mayor and Board of Aldermen

- 4. The intent of this easement is to allow the continued use of the property described herein for the pond and concrete sidewalk in their current location as constructed by the Grantee.
- 5. Grantee by acceptance hereof shall indemnify, defend and hold harmless the Grantor and for any loss, damages, claims, costs or injuries caused by the use of the pond, concrete sidewalk and easement area by the Grantee, their invitees, licensees, successors and/or assigns in accordance with the terms of this agreement, including any costs of court and attorneys fees.
- 6. The execution of this agreement does not alter or waive any parties claim(s) of ownership of their respective properties.

WITNESS OUR SIGNATURE on this the 6th day of ~~November~~ ^{December}, 2011.

The City of Long Beach, Mississippi

William Skellie, Jr.
By: William Skellie, Jr., Mayor

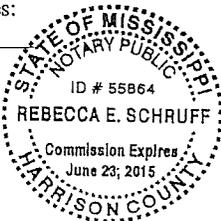
STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid on the 6th day of ~~November~~ ^{December}, 2011, William Skellie, Jr., who acknowledged that he is the Mayor of The City of Long Beach, Mississippi, and that for and on behalf of said Municipality, he signed, executed and delivered the above and foregoing instrument for and on behalf of said Municipality on the day and in the year therein mentioned, being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of ~~November~~ ^{December}, 2011.

Rebecca E. Schuff
NOTARY PUBLIC

My Commission Expires:
6/23/2015



Minutes of December 6, 2011
Mayor and Board of Aldermen

Exhibit "A"
To Easement from The City of Long Beach, Mississippi,
to Arbor Station V, LLC

All of the currently platted and un-vacated portions of Second Street located South of the property of Arbor Station V, LLC, and North of Lots 1, 2, 3 & 4, Block 4, Beach Boulevard Subdivision, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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 Carrubba made motion seconded by Alderman Lishen and unanimously carried to adjourn until the next regular meeting in due course.

Minutes of December 6, 2011
Mayor and Board of Aldermen

APPROVED:

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

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk