

Minutes of March 19, 2013
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in March, 2013, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, 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 action required or taken regarding bids.

The Mayor recognized Mr. Bobby Ladner who presented a resolution adopted by the Mississippi State Legislature honoring Charles B. Kelley, commending and congratulating him on his 93rd birthday, celebrating his life and longevity and service to God, family and country.

* * *

The Mayor and Board of Aldermen proclaimed March 19, 2013, Charles B. Kelley Day in the City of Long Beach, Mississippi.

Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to suspend the rules and amend the Municipal Docket to include the following:

- Item X.3.b. DEPARTMENTAL BUSINESS; POLICE DEPARTMENT; Personnel- (1) Termination.
- Item XII.6 NEW BUSINESS; Authorize USM Study of Beatline Road Railroad Crossing.

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

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PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY			
<p>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 <u>will not</u> be permitted. Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person. Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.</p>			
	PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	228 5th 6693 Karen Epperson		Zoning
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

Upon discussion, Ms. Epperson was directed to the Long Beach Planning Commission to file an application for Zone Change on her property

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated March 5, 2013, with the following corrections:

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- Minute Book 75, Page 393[259], Ordinance 599 adopting the Comprehensive Zoning Map, change the record to reflect Alderman Bernie Parker and Alderman Leonard Carrubba casting a NEGATIVE vote.

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated March 14, 2013, as submitted.

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 031913, inclusive of the following invoices:

- Invoice ID #613694 from J. Levens Builders; Demolition 712 W. Old Pass Road (Property #6), FMA Acquisition Program, in the amount of \$12,765.89.
- Pay Application #8 from ProCon, Inc., HMGP/FEMA Drainage Improvement Project, Shady to Cypress Drive, in the amount of \$30,119.46.
- Invoice dated March 13, 2013, from the Long Beach Concert Choir Association production of "Oklahoma" for the Senior Citizen Group tickets in the amount of \$315.00.

There was no further report from the Mayor's Office.

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

Based upon information provided by Commander William Seal, Police Department, Alderman Ponthieux made motion seconded by Alderman Lishen to approve the Application for Beer Permit, Brandon Brinkley, Hart's Kickin' Chicken, 20048 Pineville Road.

The motion carried upon the affirmative vote of all the Aldermen present and voting with Alderman Anderson present, not voting.

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Anderson made motion

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seconded by Alderman Hammons and unanimously carried to approve Police Department personnel matters, as follows:

- Promotion, Sergeant Thomas Kent, PS-11-V, effective March 16, 2013.
- Promotion, Sergeant Patrick Klis, PS-11-III, effective March 16, 2013.
- Promotion/Step Increase, Lieutenant Kenneth Lassabe, PS-12-VI, effective March 16, 2013.
- Step Increase, Police Officer 1st Class Cindy Hodges, PS-9-V, effective April 16, 2013.
- Step Increase, Commander William Seal, PSA-14-XII, effective April 1, 2013.
- Termination, Police Officer Jonathan Bannister, effective March 19, 2013.

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 883-0667
FAX (228) 883-5232

March 14, 2013

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

RE: Royal Estates Drainage

Ladies and Gentlemen:

At a previous meeting, we were directed to move forward with engineering services necessary to construct drainage improvements in the Royal Drive area. In accordance with that direction, we've attached a proposed contract for the work. It covers fees for Topographical Survey, Design Services, and Construction Inspection. We request your approval of this proposed contract so we can continue our efforts related to this project.

Sincerely,

David Ball, P.E.

DB:539

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of March 14, 2013 ("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 construction of drainage improvements within easements between Clower Avenue and Kurkyndall Street, all more particularly described as the Royal Estates Area Drainage Improvements - 2012. ("Project")

Description of Engineer's Services: Provide design, bidding, and construction phase services for the Project; including obtaining needed topographical survey data, obtaining necessary environmental permits, assist the City with the bidding & negotiation process, and provide on-site resident project representation as required during construction.

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

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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.

9.01 Payment

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

1. Services necessary to obtain topographic survey data will be compensated in an 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. Fees for this portion of the work will not exceed \$3,000 without prior written consent of Owner.
2. Basic Services will be compensated in an 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.
3. Engineer's Standard Hourly Rates are attached as Appendix 1. The Standard Hourly Rates will be adjusted annually (as of June 2013) to reflect equitable changes in the compensation payable to the Engineer.
4. Upon notification of estimated cost from Engineer to Owner, acquisition of any easements necessary to construct the project will be compensated as Additional Services, in an 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.
5. The total compensation for the Basic Services detailed herein is estimated to be \$11,500. This is based on the assumed distribution of compensation indicated below. However, the amount shown for each subpart on the

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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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worksheet shall not be considered as a maximum fee for that individual subpart:

- a. Design Phase \$8,200
- b. Bidding & Negotiation \$1,000
- c. Construction Phase \$2,300

6. During the Construction Phase, services of Engineer's Resident Project Representative will be compensated in 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. It is currently estimated that the total compensation for services of Engineer's Resident Project will not exceed \$20,800.

7. Engineer shall prepare and submit Invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.

B. Engineer proposes the following estimated schedule for completion of the various phases of the work:

- a. Design Phase 60 days from date of execution of Contract
- b. Bidding & Negotiation 100 days from date of execution of Contract
- c. Construction Phase 200 days from date of execution of Contract

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

ENGINEER: A. Garner Russell & Associates, Inc.

By: _____
William Skellie, Jr.
Mayor

By: _____
M. Scott Burge
President

Date Signed: _____

Date Signed: _____
License No. and State: 9550 / MS

Address for giving notices:

Address for giving notices:

P. O. Box 929
Long Beach, MS 39560

520 33rd St.
Gulfport, MS 39507

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After considerable discussion, Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve the contract by and between the City of Long Beach and A. Garner Russell & Associates, as set forth above.

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0667
FAX (228) 863-5232

March 14, 2013

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

RE: **Change Order #4**
Drainage Improvements - Shady to Cypress

Ladies and Gentlemen:

Please find the attached Change Order modifying the contract time for the referenced project. The Contractor has experienced several delays outside of his control, such as continuing third-party utility conflicts and weather well beyond normal expectations during January and February. Although this project has taken much longer than originally anticipated, we do feel that this extension of time is justified and we hereby recommend your approval.

Sincerely,

David Ball, P.E.

DB:1881
Enclosure

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Change Order

No. 4

Date of Issuance: 3/14/2013 Effective Date: 3/19/2013

Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
 Contract: Drainage Improvements Shady Drive to Cypress Drive Date of Contract: 7/5/2012
 Contractor: ProCon, Inc. Engineer's Project No.: 1881

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

Description:

1. Adjust contract time for additional delays related to 3rd party utilities and additional work encountered previously.

Attachments: (List documents supporting change):

1. Contractor's letters regarding additional time.

CHANGE IN CONTRACT PRICE:

Original Contract Price: _____
\$689,141.00

(Increase) In Contract Price from previous Change Orders No. 1 to No. 3

\$48,907.24

Contract Price prior to this Change Order:

\$738,048.24

(Decrease) In Contract Price due to this Change Order:

\$0.00

Revised Contract Price Incorporating this Change Order:

\$738,048.24

CHANGE IN CONTRACT TIME:

Original Contract Times: Working Days 150 Calendar days
 Substantial completion (days or date): 12/5/2012
 Ready for final payment (days or date): _____

Change In Contract Time from previous Change Orders No. 1 to No. 3

Substantial completion (days or date): 90

Ready for final payment (days or date): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 3/5/2013

Ready for final payment (days or date): _____

(Increase) In Contract Time due to this Change Order:

Substantial completion (days or date): 55

Ready for final payment (days or date): _____

Contract Times Incorporating this Change Order:

Substantial completion (days or date): 4/29/2013

Ready for final payment (days or date): _____

RECOMMENDED:
 (ENGINEER)

ACCEPTED:
 (CONTRACTOR)

ACCEPTED:
 (OWNER)

By: _____

By: _____

By: _____

Date: 3.14.2013

Date: _____

Date: _____

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

After considerable discussion, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve Change Order #4, Drainage Project, Shady to Cypress Drive, as set forth above.

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to approve the Republican Executive Committee minutes, dated March 8, 2013, as follows:

Minutes of March 19, 2013
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Republican Executive Committee
March 8, 2013 Meeting Minutes
Time: 4:30

Members Present:

- Dr. Ben Kitchings, Chairman
- Bobby Ladner, Vice Chairman
- Susan Molesworth, Secretary
- Tommy Moulton
- Dolly Williamson
- Patricia Bennett

Kaye Couvillon, Ward 3 Alderman candidate, removed herself as a candidate on 3/27/13. She spoke to Becky Schruff on this date in the City Clerk's office.

The committee edited the ballots for accuracy, per instructions from the City Clerk, Becky Schruff. We also chose the color cream for absentee ballots.

The committee discussed that there were nine candidates on the executive committee ballot. Voters are to vote for eight. If a ballot is turned in with all nine checked, a resolution board will review the other sections of the ballot for correct marking (voting for only one candidate), and if this was marked correctly, only the executive committee section will be discarded. This will prevent the entire ballot from being invalidated. Becky explained that the municipal election commission will appoint members of this board.

The committee discussed beginning to make calls for obtaining poll workers. The poll workers should be registered voters and preferably work in the ward in which they live. This is because they know people within their ward and will feel more comfortable working there. We can use former poll workers from the recent federal election, and they should live in Long Beach.

Becky will notify the committee of a future training session on working the voting machines.

Bobby Ladner plans to attend a municipal executive committee training session in Biloxi on March 28. Anyone else may attend, also.

The committee adjourned after the 5:00 deadline for candidates to qualify.

Susan received candidate entry fee checks from Becky and will make a deposit next week to Hancock Bank.

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried acknowledging receipt of the February, 2013, Revenue/Expense Report.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve the Memorandum of Understanding, Harrison County, as follows:

STATE OF MISSISSIPPI

COUNTY OF HARRISON

MEMORANDUM OF AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI
AND THE CITY OF LONG BEACH

WHEREAS, the governing authorities of the City of Long Beach (hereinafter "City") and the Board of Supervisors of Harrison County, MS (hereinafter "County") are required to enter into an agreement for the preparation and distribution of poll books and registration books for voting in elections by the county registrar and county election commission, respectively, pursuant to Miss. Code Ann. § 23-15-153, as amended;

WHEREAS, the County and the City desire to enter into this Memorandum of Agreement for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LONG BEACH, by and through its Mayor and Board of Aldermen (hereinafter referred to as "THE CITY"), and BY HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Memorandum of Agreement in accordance with, to-wit:

SECTION 1. The City and County do hereby enter into this agreement to address the preparation and distribution of municipal registration books and poll books for municipal primaries and general elections pursuant to Miss. Code Ann. § 23-15-153(7). See also Miss. Att'y Gen. Op. No. 2008-00260, 2008 WL 2357998 (May 30, 2008). Miss. Code Ann. § 23-15-153(7) provides:

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The county registrar shall prepare the pollbooks and the county commissioners of election shall prepare the registration books of each municipality located within the county pursuant to an agreement between the county and each municipality in the county. The county commissioners of election and the county registrar shall be paid by each municipality for the actual cost of preparing registration books and pollbooks for the municipality and shall pay each county commissioner of election a per diem or period of not less than five (5) hours accumulated over two (2) or more days the commissioners are actually employed in preparing the registration books for the municipality, not to exceed five (5) days. The county commissioners of election and county registrar shall provide copies of the registration books and pollbooks to the municipal clerk of each municipality in the county. The municipality shall pay the county registrar for preparing and printing the pollbooks. A municipality may secure "read only" access to the Statewide Centralized Voter System and print its own pollbooks using this information; however, county commissioners of election shall remain responsible for preparing registration books for municipalities and shall be paid for this duty in accordance with this subsection.

The purpose of this Agreement is (1) to ensure compliance with state law; (2) to ensure the efficient and orderly administration of municipal primaries and elections, (3) and to provide all City voters the opportunity to vote for the candidate of their choice.

SECTION 2: ADMINISTRATION OF MUNICIPAL PRIMARIES AND GENERAL ELECTIONS

The City and County agree that this Agreement constitutes the "agreement" referenced in Miss. Code Ann. § 23-15-153(7). The Parties hereby agree to the following:

1. The Harrison County Registrar (i.e., the circuit clerk) shall prepare for, and provide to, the City the pollbooks sufficiently in advance for use in each subsequent municipal primary and municipal general election. The Registrar shall be compensated as provided by Miss. Code Ann. § 23-15-153(7).
2. The Harrison County Election Commission shall prepare and maintain the registration books for the City of Long Beach. The Election Commission shall provide the registration books to the City, and be compensated in accordance with and as provided by Miss. Code Ann. § 23-15-153(7).

Every commissioner of election shall personally sign a certification setting forth the number of hours actually worked in the performance of the commissioner's official duties and for which the commissioner seeks compensation, which shall not to exceed (5) days.

3. The Harrison County Registrar and County Election Commission shall continue to process and administer voter registration in the manner provided by law and also be responsible for the preparation and maintenance of voter registration books, as provided by Miss. Code Ann. § 23-15-153(7).
4. The City and County agree that this Agreement memorializes the current practices and procedures currently in force and effect. Riley v. Kennedy, 553 U.S. 406 (2008). Accordingly, this Agreement does not constitute a change as contemplated by 42 U.S.C § 1973b. This agreement will remain in effect until either the City, by and through its Board of Alderman, or the County, by and through its Board of Supervisors, submits a written notice to the other of its desire to withdraw from this agreement.

SECTION 3: FINANCING

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no joint financing, staffing, supplying or budgeting of this cooperative undertaking is required. Except as otherwise provided herein for the payment of compensation by the City to the Registrar and Harrison County Election Commission, no funds shall be jointly received or otherwise disbursed through this Agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need to be identified.

SECTION 4: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5: REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement.

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SECTION 6: ACQUISITION OF PROPERTY

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

SECTION 7: SEVERABILITY

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

SECTION 8. TERM OF AGREEMENT

This Agreement shall become effective as of the last date it is approved by the governing authorities of the City of Long Beach and the Harrison County Board of Supervisors. Thereafter, this Agreement shall be subject to renewal by the County and the City by Resolution of each entity for additional periods of time for each successive term of office of the County Board of Supervisors and the City governing authorities. It is also agreed and understood that the City and County shall notify each other, no later than sixty (60) days prior to the expiration date of the term of this agreement and the end of each successive renewal period thereafter they intend to renew or reject the Agreement for another period of time to be agreed upon, but not longer than the successive governing board's term of office.

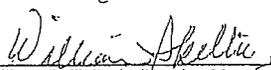
SECTION 9. AMENDMENT

This Agreement may be amended upon the written agreement of both parties.

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IN WITNESS WHEREOF, I, Mayor of the City of Long Beach, the officer duly authorized in the premises by Resolution of the City Council of the City of Long Beach attached hereto, do hereby set and subscribe my signature on behalf of the City of Long Beach to the foregoing Memorandum of Agreement between Harrison County, Mississippi, and the City of Long Beach, Mississippi.

WITNESS MY SIGNATURE this, the 19th day of March, 2013.



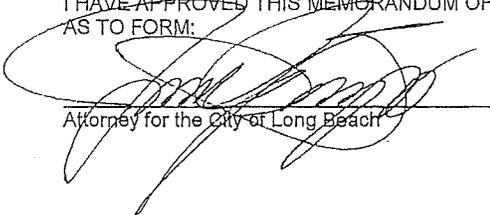
William "Billy" Skellie, Jr., Mayor
City of Long Beach

ATTESTED:



Paula D'Angelo
City Clerk

I HAVE APPROVED THIS MEMORANDUM OF AGREEMENT
AS TO FORM:

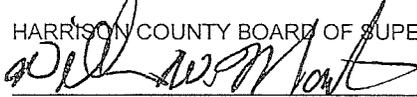


Attorney for the City of Long Beach

Minutes of March 19, 2013
Mayor and Board of Aldermen

IN WITNESS WHEREOF, I, PRESIDENT of the Board of Supervisors of Harrison County, Mississippi, being the duly authorized officer, do hereby set and subscribe my signature to the above and foregoing Memorandum of Agreement, fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE this, the 17th day of March, 2013.

HARRISON COUNTY BOARD OF SUPERVISORS


President

ATTEST:



Clerk of the Board

I HAVE APPROVED THIS MEMORANDUM OF AGREEMENT
AS TO FORM:



Attorney for the Harrison County Board of Supervisors

Based upon the recommendation of Building Official Earl Levens and certification by the Civil Service Commission, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve a Building Department personnel matter, as follows:

- Step Increase, Building Permit Clerk Veronica M. Howard, CSA-7-VI, effective April 1, 2013.

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After considerable discussion of derelict property, 0 Old Savannah Drive was placed on the agenda for April 2, 2013, to determine at that time whether or not to schedule a public hearing.

Alderman Ponthieux made motion seconded by Alderman Lishen and unanimously carried to appoint members to the Selection Committee, CDBG Professional Services, Gandy Circle Drainage Project, as follows:

- Mayor William Skellie
- Fire Chief George Bass
- Assistant Fire Chief Mike Brown
- Alderman Ronnie Hammons
- Alderman Bernie Parker

The following items were taken under advisement for further review and consideration at the next regular meeting, April 2, 2013:

- Hurricane & Disaster Debris Management Ordinance.
- MDEQ MS4 Requirements.

There came on for consideration a request from Nieves Cantu requesting relief on his water bill.

The Mayor recognized Mr. Cantu to answer questions and provide additional information.

After considerable discussion, Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried authorizing the Water Department to contract with Mr. Cantu for a payment plan that would cover his monthly water bill and an additional amount paid toward arrearage.

Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried to approve the request from First Baptist Church to place (3) vacation bible school banners, as follows:

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LARUE STEPHENS, PH.D., PASTOR
JOHN MCCALL, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION
JOHN JONES, STUDENT MINISTER

March 1, 2013

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

Dear Board,

We, First Baptist Church, Long Beach, would like to ask permission to put 3 banners around the city advertising our Vacation Bible School. Our Vacation Bible School is June 3 – 7, 2013. We would like to have the banners out from May 11 – June 6.

The following locations are requested:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle – low to the ground so not to interfere with traffic.

Please let us know if there is any problem with the placing the banners. Thank you so much.

Sincerely,

Brenda Davis
Minister of Education

300 North Cleveland Avenue • P.O. Box 338 • Long Beach, MS 39560 • Phone: 228-864-2584 • www.fbcfb.com

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried approving use of the Town Green at no cost, Saturday, December 14, 2013, from 7:00 a.m. – 6:00 p.m. by the Long Beach Concert Choir Association, "Christmas on the Avenue", all to promote the City of Long Beach and advertise the opportunities and resources available.

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Due to budgetary constraints, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to deny the request to purchase advertisement in the Gulf Coast Messiah Choir program.

Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to approve use of the Town Green at no cost for the City-Wide Easter Egg Hunt, Thursday, March 28, 2013, 5:30 p.m.-6:30 p.m., sponsored by the Long Beach Recreation Department and the Gulf Coast Substance Abuse Task Force, all to promote the City of Long Beach and advertise the opportunities and resources available.

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There came on for consideration at a duly constituted meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 19th day of March, 2013, the following Resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, RENAMING BALLPARK ROAD TO DR. MARLIN LADNER BOULEVARD, AND FOR RELATED PURPOSES.

WHEREAS, Dr. Marlin Ladner has tirelessly served the residents and citizens of the City of Long Beach and Harrison County in numerous capacities over the course of his career in public service; and

WHEREAS, Dr. Marlin Ladner dedicated his life to educating the children and students of Long Beach School District, including serving as coach, teacher, principal, and superintendent of Long Beach Schools over his 34-year career with the District; and

WHEREAS, Dr. Marlin Ladner continues his career in public service as County Supervisor for District Three, representing the citizens and residents of the City of Long Beach and Harrison County; and

WHEREAS, Dr. Marlin Ladner has dedicated his life in service to the public on behalf of the City of Long Beach and Harrison County, and the residents thereof; and

WHEREAS, the City of Long Beach by and through its Mayor and Board of Aldermen would like to bestow this token to express its profound appreciation for Dr. Marlin Ladner's tireless dedication in public service on behalf of the people of the City of Long Beach and Harrison County.

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

SECTION 1. The above and forgoing recitals are hereby adopted and found to be true and correct.

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SECTION 2. The City does hereby approve and resolve to rename Ballpark Road in the City of Long Beach to now be named Dr. Marlin Ladner Boulevard.

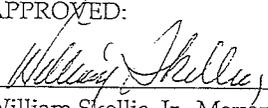
SECTION 3. That this Resolution shall be in effect immediately after passage and enactment according to law, and shall be spread upon the minutes of the Long Beach City Council.

The above and foregoing Resolution was introduced in writing by Alderman Anderson who moved its adoption. Alderman Ponthieux seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the mayor, the result was as follows:

Alderman 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

WHEREUPON, the Mayor declared the motion carried and the Resolution adopted, this the 19th day of Marcy, 2013.

APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schuff, City Clerk

Minutes of March 19, 2013
Mayor and Board of Aldermen

Alderman Carrubba made motion seconded by Alderman Hammons approving USM to conduct a study for a railroad crossing at Beatline Road that would provide easy access between the Industrial Park and U.S. Highway 90. The study would be at no cost to the City.

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

Alderman Parker	voted	Nay
Alderman Ponthieux	voted	Aye
Alderman Couvillon	voted	Aye
Alderman Anderson	voted	Aye
Alderman Carrubba	voted	Aye
Alderman Lishen	voted	Aye
Alderman Hammons	voted	Aye

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

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

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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