

CITY OF PASS CHRISTIAN, MISSISSIPPI  
MINUTE BOOK 119

REGULAR MEETING

MAY 21, 2019

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Pass Christian, Mississippi met on the above date at the City Hall, 200 West Scenic Dr, Pass Christian, Mississippi at 6:00 p.m., same being the time and place for said meeting.

PRESENT: Mayor Leo "Chipper" McDermott, Alderman at Large Kenny Torgeson, Alderman Anthony Hall, Alderman Victor Pickich, Alderwoman Regina Charlot, Alderman Buddy Clarke, City Attorney Malcolm Jones, Assistant Police Chief Freeman and City Clerk Marian Governor


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

Upon motion of Alderman Torgeson, seconded by Alderman Hall, the Board approved, to revised Memorandum of Agreement with City of Long Beach and Harrison County for Beatline Parkway project, as requested by Malcolm Jones, City Attorney. A-11.

- |                                    |         |
|------------------------------------|---------|
| ▪ Alderman Anthony Hall            | Aye     |
| ▪ Alderman Buddy Clarke            | Recused |
| ▪ Alderwoman Regina Charlot        | Aye     |
| ▪ Alderman at Large Kenny Torgeson | Aye     |
| ▪ Alderman Victor Pickich          | Aye     |

I, Dawn Sanders, duly appointed Deputy City Clerk for the City of Pass Christian; do hereby certify that the above is a true and correct copy of a motion passed and approved by the Mayor and Board of Aldermen of the City of Pass Christian at the regular meeting held on the 21st day of May 2019.

This 23rd day of May 2019

  
Dawn Sanders, Deputy City Clerk

5/23/2019  
Date



**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LONG BEACH,  
MISSISSIPPI, THE CITY OF PASS CHRISTIAN, MISSISSIPPI AND  
HARRISON COUNTY, MISSISSIPPI FOR INITIAL PROJECT PROGRAM  
DEVELOPMENT FOR THE BEATLINE PARKWAY PROJECT**

**THIS AGREEMENT** is entered into on the effective date hereinafter set forth by and between the CITY OF LONG BEACH, MISSISSIPPI, a political subdivision and municipal corporation organized and existing pursuant to the laws of the State of Mississippi, ("Long Beach"), the CITY OF PASS CHRISTIAN, MISSISSIPPI, a political subdivision and municipal corporation organized and existing pursuant to the laws of the State of Mississippi, ("Pass Christian"), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, a political subdivision of the State of Mississippi, ("Harrison County").

**WHEREAS**, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency to residents of the County; and

**WHEREAS**, Long Beach, by and through its Mayor and Board of Aldermen, Pass Christian, by and through its Mayor and Board of Aldermen, and Harrison County desire to continue to work together to design and construct a four (4) lane boulevard, including left and right turning lanes as well as curbs and gutters, extending from the existing U.S. Interstate 10 south to Mississippi Highway 90, (the "Beatline Parkway Project"). A map depicting the Project is attached hereto as Exhibit "A"; and

**WHEREAS**, Long Beach, Pass Christian and Harrison County desire to enter into a Memorandum of Agreement with regard to the Beatline Parkway Project; and

**WHEREAS**, the purpose of the Agreement is to provide for the initial planning for the development, funding, acquisition of requisite rights-of-way and construction of the Beatline Parkway Project during the term hereof and under the conditions as more specifically set forth herein this Agreement; and

**WHEREAS**, there will be no separate or legal administrative entity created hereby, but the purpose of this Agreement shall be that the governing authorities of Long Beach, Pass Christian, and Harrison County shall cooperate together within and under the terms of this Agreement to achieve completion of the Beatline Parkway Project at minimum cost to the taxpayers of Long Beach, Pass Christian and Harrison County.

**NOW, THEREFORE, FOR AND IN CONDESRATION** of the mutual benefits and advantages each to the other, the parties hereby acting by and through their respective Governing Authorities, agree as follows:

**SECTION I. Term, Termination and Amendment.**

(A) **Term.** This Agreement shall be in full force and effect for a period of four (4) years commencing on the last date of approval of the Agreement by Resolution by Long Beach, Pass Christian and Harrison County. Long Beach Pass Christian acknowledge and understand that this Agreement is subject to approval and/or cancellation on or after January 6, 2020, by the County as the current Board of Supervisors cannot legally bind the County to a contract beyond its term of office. This Agreement may be renewed upon such terms and conditions as are then agreed in writing by the parties. The Cities and the County shall notify each other, no later than thirty (30) days prior to the 1<sup>st</sup> day of May, 2023, that they intend to renew or reject the Agreement for another period of time to be agreed upon but in no event shall any renewal term exceed each governing Board's term of office.

(B) **Termination.**

(i) **By Consent.** This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the Mayor of each respective City and the President of the Board of Supervisors.

(ii) **By Notice.** This Agreement may be terminated by a party upon six (6) months written notice to the non-terminating parties.



(C) **Amendment.** This Agreement may be amended upon the written agreement of all parties and shall become enforceable on the last date of approval of the amendment by Resolution of Long Beach, Pass Christian and Harrison County.

(D) **Authority.** Action taken under this section shall be by Resolution in the same procedural manner for each Governing Authority as required for adoption of this Agreement. The cities shall act according to law by and through the respective Mayors and Boards of Aldermen and Harrison County shall act according to law by and through its Board of Supervisors.

**SECTION II. Administration and Administrative Entity Provisions.**

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of Long Beach, under the direction of the Mayor and Board of Aldermen for the City, the designated representative of Pass Christian, under the direction of the Mayor and Board of Aldermen for the City, and the designated representative of Harrison County, under the direction of the Harrison County Board of Supervisors. No separate legal or administrative agency will be created by this Agreement.

**SECTION III. Purpose and Statutory Authorities.**

The purpose of this Agreement is to provide for the initial planning for the development, funding, acquisition of requisite rights-of-way and construction of the Beatline Parkway Project, a portion of which is located in Long Beach, a portion of which is located in Pass Christian, and all of which is located in Harrison County. The Project shall be a limited access state highway designed and constructed with four (4) lanes, left and right turning lanes, and divided by a raised boulevard, including curbs and gutters. The specific authority under which Long Beach and Pass Christian may exercise the powers necessary to fulfill their respective obligations under this Agreement is found in Miss. Code Ann. §21-37-3 (1972), as amended. The specific authority under which Harrison County may exercise the powers necessary to fulfill its obligations under this Agreement is found in Miss. Code Ann. §19-3-41 (1972), as amended. It is expressly understood and agreed that the obligations of Long Beach and Pass Christian shall be limited to the jurisdiction of each respectively.

Any liabilities or claims arising out of and during the performance of this Agreement and/or the Project against the parties hereto or either of the same will be determined according to applicable laws including, but not limited to Miss. Code Ann. §11-46-1 (1972), as amended.

**SECTION IV. Real and Personal Property.**

(A) The project will ultimately involve acquisition of temporary construction rights-of-way and permanent roadway easements and rights-of-way. There shall be no jointly held property. The rights-of-way and easements obtained shall be owned by the City or the County in which the property is located. All roadway easements and rights-of-way obtained for the project will be transferred to the Mississippi Department of Transportation upon completion of the Project.

(B) It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Any transfer of real property interests between the parties shall be by agreement separate and apart from this Agreement.

**SECTION V. Financing.**

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer needs to be identified.

**SECTION VI. Joint Board Provisions.**

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

**SECTION VII. Severability.**

In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed herefrom, and all remaining provisions and parts shall continue in full force and effect.

**SECTION VIII. Captions.**

The captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

**SECTION IX. Counterparts.**

This Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, I as Mayor of the City of Long Beach, Mississippi, the officer duly authorized in the premises by Resolution of the Board of Aldermen 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 the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

**WITNESS MY SIGNATURE** this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LONG BEACH, MISSISSIPPI**

\_\_\_\_\_  
George Bass, Mayor

ATTEST:

\_\_\_\_\_  
Stacey Dahl, City Clerk

(SEAL)

I HAVE APPROVED THIS  
MEMORANDUM OF AGREEMENT  
AS TO FORM:

\_\_\_\_\_  
James C. Simpson, Jr., Esq.  
Attorney for the City of Long Beach

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

WITNESS MY SIGNATURE this the 23<sup>rd</sup> day of May, 2019.

CITY OF PASS CHRISTIAN, MISSISSIPPI

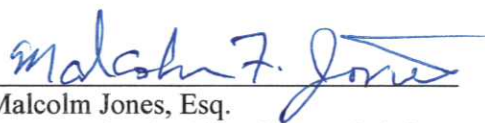
  
Leo "Chipper" McDermott, Mayor



  
Marian Governor, City Clerk

(SEAL)

I HAVE APPROVED THIS  
MEMORANDUM OF AGREEMENT  
AS TO FORM:

  
Malcolm Jones, Esq.  
Attorney for the City of Pass Christian



**IN WITNESS WHEREOF**, I as President of the Harrison County Board of Supervisors, the officer duly authorized in the premises by Order of the Board of Supervisors of Harrison County, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Harrison County to the foregoing Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

**WITNESS MY SIGNATURE** this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**HARRISON COUNTY, MISSISSIPPI**

\_\_\_\_\_  
Marlin R. Ladner, President  
Harrison County Board of Supervisors

ATTEST:

\_\_\_\_\_  
John McAdams, Clerk of the Board

(SEAL)

I HAVE APPROVED THIS  
MEMORANDUM OF AGREEMENT  
AS TO FORM:

\_\_\_\_\_  
Tim C. Holleman, Esq.  
Attorney for the Harrison County  
Board of Supervisors