

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BE IT REMEMBERED, that a regular meeting of the Board of Supervisors of Harrison County, Mississippi was begun and held in the meeting room of the Board of Supervisors of Harrison County, located in the Second Judicial District Courthouse at Biloxi, Mississippi on the SECOND MONDAY OF JANUARY 2001, being the **8th day of January 2001**, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

THERE WERE PRESENT and in attendance on said Board Larry Benefield, president of said Board, presiding; Bobby Eleuterius, Marlin R. Ladner, William W. Martin, and Connie M. Rockco, members of said Board of Supervisors; Tal Flurry, Tax Assessor for Harrison County, Mississippi; George H. Payne, Jr., Sheriff of Harrison County, Mississippi; and John McAdams, Chancery Clerk and Ex-Officio Clerk of said Board.

WHEREUPON, after the proclamation of the Sheriff, the following proceedings were had and done, viz:

* * *

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Mr. Charlie Harrison, President of the Biloxi City Council, appeared before the Board to present the plans and cost estimate (\$1,584,400) to build a boat launch on the sand beach in West Biloxi near Rodenburg Avenue and to request participation of the County in this project. The Board suggested an interlocal agreement with the Biloxi Port Commission to use dredging services presently in place for sand beach renourishment to dredge the proposed area at a reduce cost. Supervisor Rockco suggested written consent be obtained from upland owners prior to beginning construction of project.

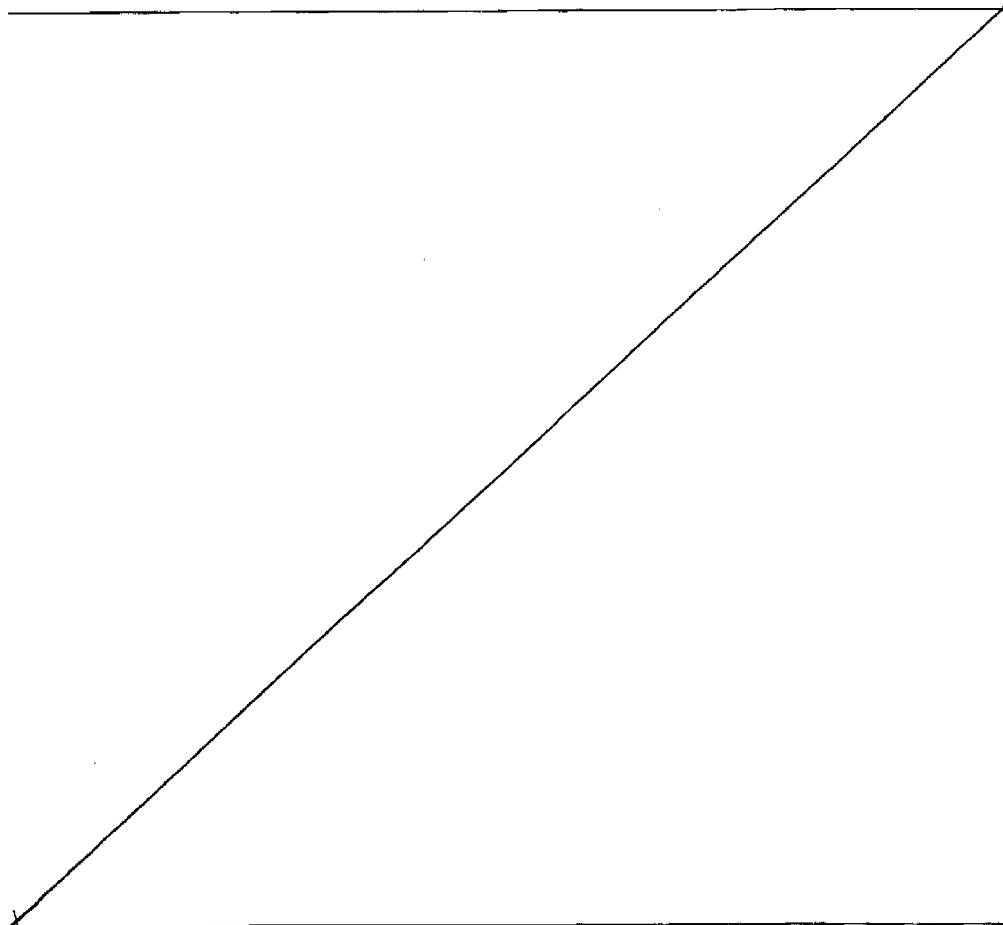
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Taylor Guild of Guild Hardy Associates, Architects, presented final plans and cost estimate (\$2,992,983.38) for the construction of the new health center in Gulfport, whereupon Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING APPLICATION FOR A CDBG GRANT FOR FUNDING OF CONSTRUCTION OF THE NEW HEALTH CENTER IN GULFPORT, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A CONTRACT WITH GUILD HARDY ASSOCIATES, PROJECT ARCHITECT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE application for a CDBG grant for funding of construction of the new health center in Gulfport; and the Board does HEREBY AUTHORIZE the Board President to execute a contract with Guild Hardy Associates, Architects, for this project, same being in the following form, words, and figures:



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Abbreviated Standard Form of Agreement
Between Owner and Architect

AIA Document B151 - 1997
 1997 Edition - Electronic Format

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

This document has been approved and endorsed by the American Subcontractors Association and the Associated Specialty Contractors, Inc.

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AGREEMENT made as of the Ninth day of January in the year Two Thousand
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Harrison County Board of Supervisors
1801 23rd Avenue
P.O. Drawer CC
Gulfport, MS 39502

and the Architect:
(Name, address and other information)

Guild Hardy Associates Architects PA
538 Beach Drive
Gulfport, Mississippi 39507

For the following Project:
(Include detailed description of Project, location and address)
New Harrison County Health Department Building
Gulfport, Mississippi

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.
 - 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.
 - 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.
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1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods,

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techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in

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this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

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3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

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3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

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5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's

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consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

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7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated

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profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

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10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

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10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 An Initial Payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Fee for Basic Services shall be a percentage of the construction cost with the percentage calculated as 40/100 Construction Cost

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	<u>Fifteen</u>	percent (<u>15</u> %)
Design Development Phase:	<u>Twenty</u>	percent (<u>20</u> %)
Construction Documents Phase:	<u>Forty</u>	percent (<u>40</u> %)
Bidding or Negotiation Phase:	<u>Five</u>	percent (<u>05</u> %)
<u>Construction Phase:</u>	<u>Twenty</u>	<u>percent (20 %)</u>

Total Basic Compensation: one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

2.5 x Direct Personnel Expense

11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of One and One-Quarter (1.25) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of Ten Percent (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within Twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

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11.5.2 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

 OWNER *(Signature)*

 ARCHITECT *(Signature) Guild Hardy Associates Architects P.A.*

(Printed name and title)

 W. Taylor Guild, III
(Printed name and title)

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Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

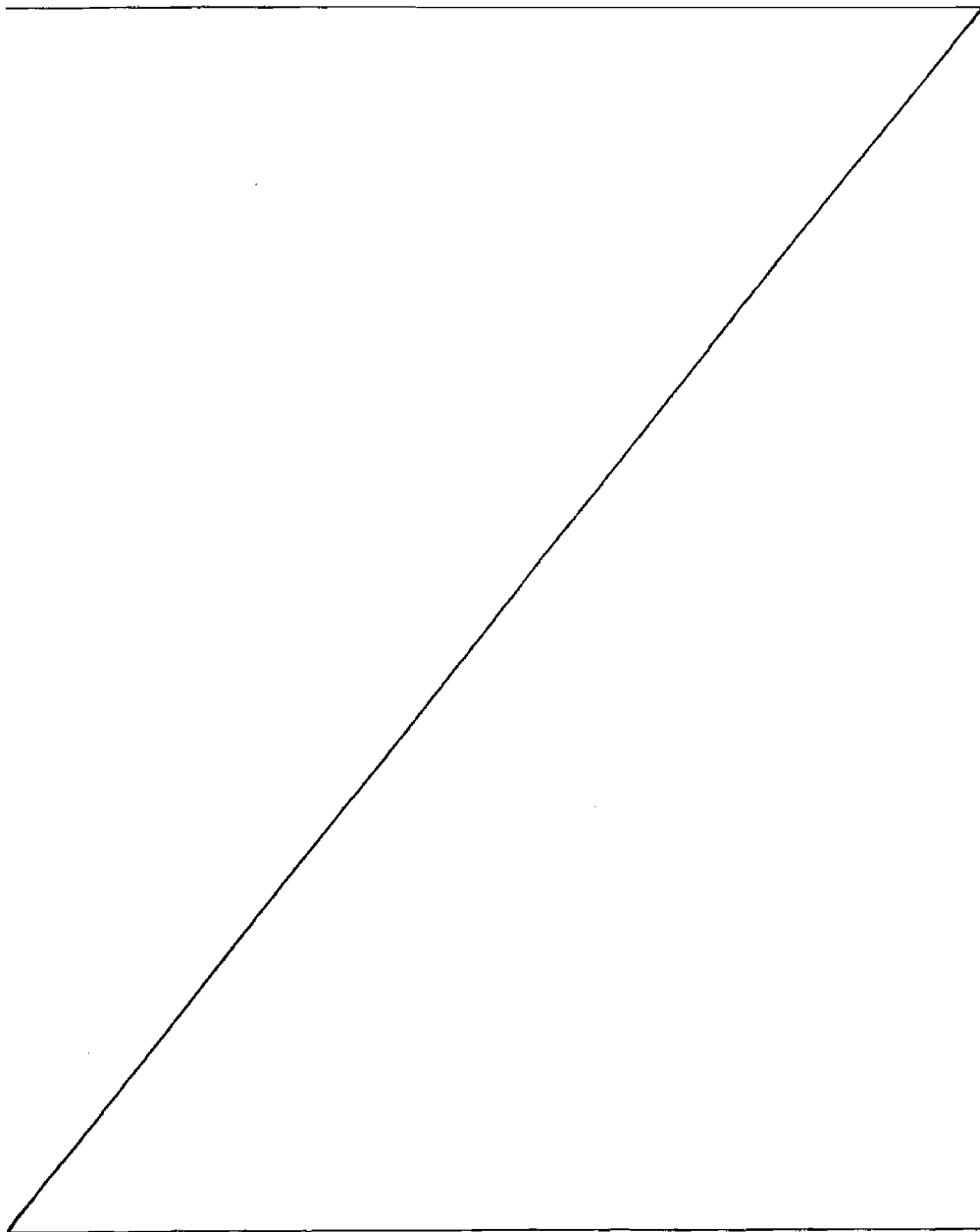
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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING
PETITIONS FOR CHANGES TO THE 2000 REAL AND PERSONAL
PROPERTY ROLL, AS RECOMMENDED BY THE TAX ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT OF AND
APPROVE petitions for changes to the 2000 Real and Personal Property Roll, as
recommended by the Tax Assessor, as follows:



RBI LRPET02 01/02/01 08:33 Landroll Appraisal 2000
 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission
 Records Added 12-27-2000 thru 1- 2-2001 Report Sequence PARCEL NUMBER

PAGE 0

PARCEL NUMBER	OWNER NAME	Parcel Tax		Total Assessed		Change	BOS Action	STC Action	H F
		Type	Dist	Before	After				
0410 -30-001.005 CLASS I	BOYD, ROBERT T & EDNA R	R	3Q	2700	1800	-900			T N
0410 -30-001.006 CLASS I	BOYD, ROBERT T & EDNA R	R	3Q	7722	5148	-2574			T N
0410 -31-020.000	LANDRY, F J & WF TO CORRECT ACREAGE FROM 11 ACRES TO 8.8 ACRES	R	3Q	4554	3021	-1533			T N
0411L-01-001.003 CLASS I	YOUNG, JOHN HENRY	R	0E	38658	25772	-12886			T N
0413D-02-058.000	MCCAULEY, S A EXEMPT & NAME CHG TO HARRISON CTY HABITAT FOR HUMANITY	R	3P	3852		-3852			T N
0502 -04-005.000 CLASS I	HARVEY, LEE D & WF	R	2M	4909	3273	-1636			T N
0505B-01-014.000 CLASS I/PART OF HE	JONES, JERRY D SR & KATHLEEN B R	R	3M	1716	1144	-572			T N
0505H-01-009.000 IMP NOT COMPLETE 1-1-2000	BROCKHOEFT, RHONDA JANIECE	R	3M	31976	1197	-30779			T N
0511I-02-004.000 CLASS I	BLTYHE, BILLIE H & WF	R	3L	10060	6706	-3354			T N
0512A-01-002.000 DELETE IMP/NOT FINISHED 1-1-2000	DONALDSON, WILLIAM L & MARGO A R	R	3L	47322	4176	-43146			T N
0512H-01-037.001 CLASS I	APPLEWHITE, JOHNNIE MAE	R	3L	7321	4881	-2440			T N
0603 -14-039.011 CLASS I	ROLEN, KATHRYN L	R	2M	8211	5474	-2737			T N
0604J-01-020.000 CLASS I	BERMUDEZ, ALBERT W & SANDRA L	R	2M	17509	11727	-5882			T N
0605A-01-072.000 CLASS I	STOPSON, THOMAS	R	2M	25303	17256	-8047			T N
0605D-02-035.000 CLASS I/PART OF HE	CLEMENTS, ROGER P & JUDY B	R	2M	2400	1600	-800			T N
0607 -35-023.000 TO CORRECT ACREAGE	COLEMAN, WILLIAM D & EDNA E	R	2K	15553	14773	-780			T N
0607I-01-001.014 CLASS I	TRUHETT, TOMMY JOE & JONI R	R	2K	3475	2250	-1225			T N
0607D-01-015.000 CLASS I	MULLENS, CRAIG E & ELAINE M	R	2K	27683	18450	-9233			T N
0608B-01-018.000 DELETE IMP/ON PCL 17	DUBOIS, EVELYN ET AL	R	2K	24065	2700	-21365			T N
0608C-01-039.000 IMP ERRONEOUSLY ASSESSED	MILLER, PEGGY M ET AL	R	2K	15572	14110	-1462			T N
0609H-01-004.001 CLASS I	KING, ALONZO & SARAH	R	4K	18309	12226	-6083			T N
0609F-01-003.000 NO VALUE CHG/NAME CORRECTION TO LAROSA, SAM J & SKINNER, ANTHONY D	MAS LIMITED LLC	R	2K						T N
0611E-02-057.000 IMP ERRONEOUSLY ASSESSED	STROUP, WILLIAM E & WF	R	3L	9557	8138	-1419			T N
0611I-01-005.004 CLASS I	WOODRUME, HARVEY N	R	3L	23226	19484	-3742			T N
0611I-03-001.003 CLASS I	TILLMAN, RICHARD D & LISA M	R	3L	20115	13410	-6705			T N

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Petitions And Actions Taken by Board Of Supervisors and State Tax Commission
 Records Added 12-27-2000 thru 1- 2-2001 Report Sequence

PARCEL NUMBER	OWNER NAME	Type Dist	Parcel Tax		Change	DBS Action	STC Action	W F
			Before	After				
0611I-05-022.000 PCL ERRONEOUSLY ASSESSED	LUKER, LYDIA M	R 3L	15740	9533	-6207			T N
0611J-01-073.000 CLASS I	BERGENHAGEN, ROBERT O & ANNA E	R 3L	6571	4394	-2177			T N
0611K-02-022.000 CLASS I	DUNN, KRISTENE	R 3L	8574	5730	-2844			T N
0611P-01-003.010 CLASS I	CASTLEBERRY, HUGH T & JUDY H	R 3L	20851	19701	-6950			T N
0611P-01-008.000 CLASS I	DUBUISSON, LORETTA C -L/E-	R 3L	6006	4004	-2002			T N
0611P-01-012.000 CLASS I	SEVEL, STACEY L	R 3L	7704	5136	-2568			T N
0612A-03-027.000 LOT ERRONEOUSLY ASSESSED	WARD, WAYNE M & WF	R 3L	15304	14584	-720			T N
0612A-03-069.003 IMP ERRONEOUSLY ASSESSED	POILLION, MARIE G	R 3L	9070	8090	-980			T N
0612C-04-002.000 CLASS I	HINES, OWEN C JR	R 3L	3000	2000	-1000			T N
0612C-04-007.000 CLASS I	HINES, OWEN C JR	R 3L	12774	8529	-4245			T N
0612E-02-125.000 CLASS I	HOANG, YEN T	R 3L	17141	11427	-5714			T N
0612F-01-006.000 CLASS I	BISSONNETTE, JEFFREY M	R 3L	13151	8767	-4384			T N
0612F-02-057.000 CLASS I	BAUDRY, THOMAS & MELINDA	R 3L	24593	16396	-8197			T N
0612G-02-031.000 CLASS I	KUNZ, ERWIN	R 3L	10538	7026	-3512			T N
0702 -05-001.001 CLASS I	BILLINGSLEY, CHAD F	R 5M	7431	4954	-2477			T N
0702 -05-031.009 EXEMPT/NOW BELONGS TO MS DEPT OF TRANSPORTATION	HUFF, SAMUEL WALTER	R 5M	4192		-4192			T N
0702G-02-006.001 CLASS I	SHAYERS, MARK & TERRY	R 5M	20182	13455	-6727			T N
0703A-01-007.000 EXEMPT/NOW BELONGS TO MS DEPT OF TRANSPORTATION	GARTMAN, DONALD G & MARGO L	R 5M	10221		-10221			T N
0703A-01-009.000 EXEMPT/NOW BELONGS TO MS DEPT OF TRANSPORTATION	WALLER, DAVID R SR & JULIE R	R 5M	7225		-7225			T N
0704F-01-003.000 PCL ERRONEOUSLY ASSESSED	MONTGOMERY, RUSSELL N & DOROTH	R 2M	13525	12006	-1519			T N
0708D-01-027.000 TO CORRECT ACREAGE FROM 3.1 ACRES TO 2.9 ACRES	BARBER, WOODROW W & WF	R 2KW	9865	9745	-120			T N
0710I-01-011.000 CLASS I	THOMAS, MATTIE D & CYNTHIA	R 4G	7609	5206	-2403			T N
0711G-04-062.001 IMP ERRONEOUSLY ASSESSED	TAYLOR, DOROTHY A & SMITH, SHA	R 4G	7117	4709	-2408			T N
0711G-05-012.000 CLASS I	WALLS, JOYCE L	R 4G	600	400	-200			T N
0711H-02-019.000 CLASS I	SMITH, EUGENE & WF	R 4G	3791	2527	-1264			T N

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PARCEL NUMBER	OWNER NAME	Type Dist	Parcel Tax ----- Total Assessed -----			JDS Action	STC Action	M F N
			Before	After	Change			
0711H-02-082.000 CLASS I	MEADOWS, HERBERT ET AL	R 40	4793	3195	-1598			T N
0711H-05-032.000 CLASS I	MEHRTENS, LARESE A	R 40	4153	2769	-1384			T N
0711K-03-072.000 CLASS I	CASEY, LEO & WF	R 40	12368	8245	-4123			T N
0711K-04-070.000 CLASS I	RAY, PAUL & LOLLIE	R 40	12976	8651	-4325			T N
0711M-02-023.001 CLASS I	MONTANA, WILLIAM J JR & BARBAR	R 3L	691	461	-230			T N
0711N-02-016.000 PCL ERRONEOUSLY ASSESSED	SPRADLEY, S E & WF	R 3G	7061	6386	-1175			T N
0711N-05-030.000 CLASS I	MCLAIN, LAURA M ET AL	R 3L	5182	3455	-1727			T N
0711O-03-083.000 CLASS I	FRENCH, A W & WF	R 3G	7899	5266	-2633			T N
0712D-03-011.000 CLASS I	ROMAINS, JAMES	R 3L	18226	12151	-6075			T N
0803 -15-001.005 EXEMPT/NOW BELONGS TO MS DEPT OF TRANSPORTATION	ROGERS, JOHNNY L JR & SHANNON	R 5M	1631		-1631			T N
0804 -33-005.035 CLASS I	CARLSON, FREDRICK L & JOAN L	R 5M	1031	688	-343			T N
0806 -22-002.012 CLASS I/REDUCE IMP-ERRONEOUSLY ASSESSED	MITCHELL, TRAVIS F & JUDYH	R 2K	22798	14199	-8599			T N
0807A-01-017.000 IMP ERRONEOUSLY ASSESSED	VANCE, DEAN WILLIAM & JULIE M	R 2G0	12960	11430	-1530			T N
0807B-01-021.000 CLASS I	ANDRIES, JACOB J	R 2G0	24795	16530	-8265			T N
0807P-01-044.035 CLASS I ON LAND	RAMSEY, STANDISH M & CRISTY L	R 2G0	9791	8791	-1000			T N
0808H-01-006.017 CLASS I	WILLIAMS, JIMMIE L & PATRICIA	R 4G0	16353	10902	-5451			T N
0808I-02-038.000 CLASS I/NAME CORRECTION TO REAVES, GEO WASHINGTON	STANFIELD, MYROLEE -TRUSTEE-	R 4G0	9150	6100	-3050			T N
0808J-03-002.000 CLASS I	MCCARTHY, MICHAEL CHARLES	R 4G0	8120	5414	-2706			T N
0808K-02-042.000 CLASS I	HENLEY, LOUISE S L/E	R 4G0	4972	4182	-2090			T N
0808N-02-082.000 PCL ERRONEOUSLY ASSESSED	DUPREE, CHARLES T & WF	R 4G0	6595	5988	-607			T N
0808O-02-125.036 CLASS I	FORTENBERRY, SAMUEL J	R 4G0	13105	8756	-4349			T N
0810N-01-044.000 CLASS I	COLEMAN, JOE L & JULIA	R 40	4851	3234	-1617			T N
0811A-03-024.000 CLASS I	HANCOCK BANK -TRUSTEE-	R 2G	11498	7665	-3833			T N
0811B-02-013.000 PCL ERRONEOUSLY ASSESSED	IGICH, VICTOR	R 2G	5246	3164	-2082			T N
0811B-03-041.000 TO CORRECT ASSESSMENT RATIOS	ALFORD, LESTER CLAIR	R 40	8277	5717	-2560			T N

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PARCEL NUMBER	OWNER NAME	Type Dist	Before	After	Change	BUS Action	STC Action	W F D
0811B-04-026.000 CLASS I	ROUNSAVILLE, V V MRS	R 40	6468	4312	-2156			T N
0811B-07-027.000 CLASS I	FAUL, CARLOS A	R 40	5287	3525	-1762			T N
0811D-03-010.000 CLASS I & NAME CORRECTION TO JAMES, RICHARD ET AL	HUDSON, IRMA WOODS L/E	R 40	7687	5125	-2562			T N
0811D-03-020.000 IMP ERRONEOUSLY ASSESSED	MARSH, KENNETH C JR ET AL	R 40	22205	7593	-14692			T N
0811E-02-034.000 CLASS I	BRAGG, HOLDEN D & WF	R 30	7855	5237	-2618			T N
0811E-03-020.000 CLASS I	CARSON, GLENN E SR	R 40	5275	3516	-1759			T N
0811L-04-035.000 CLASS I	LEVY, ELIZABETH B	R 30	6074	4016	-2058			T N
0904 -26-005.000 EXEMPT/NOW BELONGS TO MS DEPT OF TRANSPORTATION	MALONE, MICHAEL B	R 511	5304		-5384			T N
0904 -36-010.000 CLASS I	DOBBSING, TRINITY JAMES ET AL	R 5M	8766	5844	-2922			T N
0906 -13-008.000 LAND ERRONEOUSLY ASSESSED	SAUCIER, GARLAND D & SANDRA D	R 50	4158	1663	-2495			T N
0908A-02-002.011 CLASS I	EDENFIELD, JAMES M & MARIANNE	R 200	57413	38270	-19138			T N
0908D-01-038.000 CLASS I	HEERLEIN, HELEN M	R 400	7977	5318	-2659			T N
0908E-01-055.000 IMP ERRONEOUSLY ASSESSED	ROSETTI, SCOTTY R & DENISE M	R 400	11507	9784	-1723			T N
0908E-01-062.000 CLASS I	TOLBERT, ALAN CLAY	R 400	16222	10815	-5407			T N
0908K-03-013.000 CLASS I	KING, MICHAEL N & WF	R 400	9895	6597	-3298			T N
0908L-02-023.000 CLASS I	MARKASICH, PEGGY ELAINE T J	R 400	11158	7439	-3719			T N
0909C-01-017.000 IMP ERRONEOUSLY ASSESSED	SHUTTERS, DEBRA A	R 400	6439	5648	-791			T N
0909J-02-083.000 CLASS I	SINGLETON, CHARLES G & WF	R 20	18089	12059	-6030			T N
0910A-02-013.000 CLASS I	ELLENBURG, DOYCE W & SHIRLEY F	R 20	71955	47970	-23985			T N
0910G-03-005.000 IMP ERRONEOUSLY ASSESSED	SHARP, MARTIN H & WF	R 20	12379	11869	-510			T N
0910G-03-011.000 PCL ERRONEOUSLY ASSESSED	BARRETT, MARY SARDOS	R 20	12238	9570	-2668			T N
0910H-01-031.000 NO VALUE CHG/NAME CORRECTION TO ALBRITTON, MARTHA T-L/E-	SHERWOOD, BRIAN M & AUDRY A	R 20						T N
0910I-01-027.000 CLASS I	CARLSON, BETTY	R 20	12855	8570	-4285			T N
0910J-01-001.000 PCL ERRONEOUSLY ASSESSED	PARNELL, REGINALD A & THELMA I	R 20	10165	8496	-1669			T N
0910J-01-020.000 IMP ERRONEOUSLY ASSESSED	PARNELL, R A & WF	R 20	7014	6114	-1200			T N

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PARCEL NUMBER	OWNER NAME	Type Dist	Before	After	Change	BOS Action	STC Action	W F D
0910J-01-020.001 IMP ERRONEOUSLY ASSESSED	PARNELL, R A & WF	R 20	3654	2987	-667			T N
0910M-03-041.000 PCL ERRONEOUSLY ASSESSED	MCCALL, JERRY C & MARGARET D	R 40	62354	48706	-13648			T N
0910N-02-036.000 CLASS I	QUICK, VELMA & RUTH JEWNETT H.	R 20	5122	3414	-1708			T N
0910O-02-086.000 CLASS I/NAME CORRECTION TO STEPHENSON, ROBERT L-L/E-	MIKEL, VALERIE A & WRIGHT, JEN	R 20	10380	6920	-3460			T N
0910P-02-028.000 CLASS I	NOBLE, MADELE W	R 20	24106	16124	-8062			T N
0911A-02-021.000 CLASS I	SAUCIER, LILLIE L	R 20	5718	3312	-1406			T N
0911A-02-063.039 CLASS I	FAIRCHILD, JOHN T	R 20	9889	6593	-3296			T N
0911C-01-031.000 CLASS I	WILLIAMS, MAMIE L	R 20	7754	5170	-2584			T N
0911D-02-009.000 EXEMPT/NAME CORRECTION TO ST JAMES BAPTIST CHURCH	ROBINSON, IDA LEE	R 40	8666		-8666			T N
0911D-06-019.000 IMP ERRONEOUSLY ASSESSED	SPARKS, LOLA L	R 20	6643	5055	-788			T N
1006K-01-020.001 LAND ERRONEOUSLY ASSESSED	CLARK, EUGENE THOMAS & SHARON	R 50	1643	887	-756			T N
1007L-01-001.001 EXEMPT/BELONGS TO MS DEPT OF TRANSPORTATION	MISSISSIPPI TRANSPORTATION COM	R 280	2048		-2048			T N
1008H-02-005.001 NO VALUE CHG/NAME CORRECTION ONLY TO TORJUSEN, MARGERY REND	ROBINSON, HENRY DALE III	R 280						T N
1008P-03-002.000 CLASS I	RICHARDSON, HARRELL T & CATHER	R 280	16797	11198	-5599			T N
1010H-01-013.000 PCL ERRONEOUSLY ASSESSED	WHINERY, GLADYS L	R 50	31079	21263	-9816			T N
1010H-03-006.002 CLASS I/PART OF HE	BOUNDS, RAYMOND & DORIS H	R 50	2213	1475	-738			T N
1010I-01-059.000 CLASS I	OLSON, KENNETH L	R 50	14529	9686	-4843			T N
1010M-04-052.001 IMP ERRONEOUSLY ASSESSED	RETTIG, JAMES M & NELWYN ANNE	R 40	3155	1640	-1510			T N
1010N-03-006.000 CLASS I	LONEY, MARY LILLIAN	R 50	22608	15072	-7536			T N
1011D-01-010.000 CLASS I	LEE, CAROLYN	R 20	8961	5974	-2987			T N
1104 -33-002.004 CLASS I	HUDSON, WILLIAM C & LOIS F	R 50	792	528	-264			T N
1109I-02-013.000 PCL ERRONEOUSLY ASSESSED	EZELLE, JANE HOBBY ET AL	R 50	129996	111245	-18751			T N
1110F-01-001.059 CLASS I	CROSBY, GARLAND & SHELIA	R 50	28973	19216	-9657			T N
1110F-01-001.089 LAND ERRONEOUSLY ASSESSED	CALDWELL, GERALD R & FLOSSIE J	R 50	5775	3150	-2625			T N
1110K-02-092.000 CLASS I	BREELAND, ALFRED A	R 50	14756	9837	-4919			T N

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PARCEL NUMBER	OWNER NAME	Parcel Tax		Total Assessed		BDS Action	STC Action	W P F D
		Type	Dist	Before	After			
1208J-02-001.000 EXEMPT	HARRISON CD DEV COMM ET AL	R	5B	966		-966		T N
1208J-02-001.001 EXEMPT	HARRISON CD DEV COMM ET AL	R	5B	21		-21		T N
1208P-01-003.000 EXEMPT	HARRISON CD DEV COMM ET AL	R	5B	103439		-103439		T N
1208P-01-005.000 DELETE IMP/BELONGS ON PCL 1208P 1 5.2	GALLEY FAMILY L P	R	5B	35618	20284	-10334		T N
1210E-01-004.005 EXEMPT	UNITED STATES POSTAL SERVICE	R	5B	25402		-25402		T N
1210J-02-009.000 EXEMPT/HEADER CARD FOR CONDO'S	AUDUBON PROPERTIES LLC	R	5B	13307		-13307		T N
1301 -31-005.001 CLASS I	CURRAN, ANTHONY W JR	R	10	9757	6505	-3252		T N
1305 -06-001.005 AG VALUE	GATES, JAMES B & NANCY M	R	10	9158	907	-8251		T N
1308D-02-017.026 DELETE IMP/NOT FINISHED 1-1-2000	OVERLAND & MCMURPHY HOMES INC	R	10W	14370	2250	-12140		T N
1309A-03-022.000 CLASS I	RITTER, MICHAEL B & ROSEANNE H	R	10W	11954	7970	-3986		T N
1309B-01-004.000 CLASS I	PICARD, CYNTHIA LYNN & RICKY J	R	10W	10092	6728	-3364		T N
1310A-01-050.000 CLASS I	MCLEOD, EVELYN	R	10	9658	6439	-3219		T N
1310L-02-015.000 CLASS I	KOUNTZ, JOHN E & LUZIA	R	11	9938	6626	-3312		T N
1310L-02-035.000 IMP ERRONEOUSLY ASSESSED	OBRIEN, ROBERT J & WF	R	10	5459	4773	-686		T N
1407 -28-011.004 DELETE IMP/NOT FINISHED 1-1-2000	PARKER, DAVID & ELIZAETH	R	10W	31032	3186	-27846		T N
1408K-02-021.002 CLASS I	STOKES, JAMES C & LAMADO, SOND	R	10W	15206	10191	-5095		T N
1408N-02-003.000 LOT ERRONEOUSLY ASSESSED	WILSON, MARIAN O	R	10W	933	467	-466		T N
1410J-04-011.001 PCL ERRONEOUSLY ASSESSED/CLASS I	MIGUES, EDDIE R JR	R	10	4072	1559	-2513		T N
1410J-07-044.000 PCL ERRONEOUSLY ASSESSED	MANGIN, MARGARET L FAMILY TRUS	R	10	9793	7437	-2356		T N
Change In Total Assessment	-943,307	Total Increase		Total Decrease		-943,307		

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OWNER NAME	PARCEL-NUMBER	Parcel Tax		Total Assessed		BOS Action	STC Action	W F F D
		Type	Dist	Before	After			
AMERICAN LIGHTING SA INVENTORY REPORTED INCORRECTLY	10590	P	BA	16365	1355	-15010		T N
BIOMERIEUX INC DBL ASSESSED W/PPIN 179857	12321	P	B	7521		-7521		T N
BRADFORD BODY AND PA NO VALUE CHG/CORRECT TAX DIST FROM "L" TO "EW"	5904	P	L					T N
BRINKS INC NO VALUE CHG/CORRECT TAX DIST FROM "L" TO "I"	10232	P	L					T N
CENTRON/GATX III LLC DELETE/DBL ASSESSED W/PPIN 18463	16184	P	G	2091		-2091		T N
COASTAL DUST CONTROL NO VALUE CHG/TO CORRECT TAX DIST FROM "L" TO "I"	11816	P	L					T N
COLLUMS LISA ATTORNE BUS CLOSED JUNE 1999	14866	P	G	229		-229		T N
CREATACARD EQUIPMENT REMOVED 2/28/99	12438	P	B	645		-645		T N
ECONO LODGE INCORRECT VALUES	15306	P	G	19428	18309	-1119		T N
GOLD COAST SERVICEMA NO VALUE CHG/CORRECT TAX DIST FROM "G" TO "K"	16893	P	G					T N
GULFSIDE FURNITURE INVENTORY VALUE INCORRECT	15216	P	L	20400	13033	-6567		T N
JOHN FAYARD FAST FRE INCORRECT VALUE ON EQUIPMENT	21	P	GD	116944	29484	-87460		T N
MAJESTIC INN EQUIP DBL ASSESSED W/PPIN 17328	15501	P	G	10379	3973	-6406		T N
MODERN HAIR CARE OWNER DEC'D/BUS CLOSED	4320	P	L	194		-194		T N
NEWCOURT TECHNOLOGIE ERRONEOUSLY ASSESSED W/LEASED EQUIP	15640	P	G	10534		-10534		T N
NU AUTO SALES & SERV BUS CLOSED 1999	10753	P	G	617		-617		T N
PHILLIPS PETROLEUM C ERRONEOUSLY ASSESSED W/LEASED EQUIP	9443	P	B	6343	6095	-248		T N
ROYAL CUP INC NOTHING IN THIS DIST	7354	P	L	276		-276		T N
ROYAL CUP INC NO EQUIP IN THIS DIST	7351	P	EW	627		-627		T N
ROYAL CUP INC INCORRECT VALUE	7350	P	B	3300765	2919	-3297846		T N
ROYAL CUP INC INCORRECT VALUE	7352	P	G	3300795	3684	-3297111		T N
SUZUKI CITY INCORRECT INVENTORY VALUE	6869	P	B	39010	29402	-9608		T N
TONY MORRIS EQUIPMENT INFORMATION PROVIDED INCORRECTLY TO APPRAISER	18022	P	G	643	174	-469		T N
TURNBULL ENTERPRISES REMOVE 10% PENALTY ADDED DUE TO DATA ENTRY ERROR	6298	P	GD	165303	150275	-15028		T N
TURNBULL METAL PRODU REMOVE 10% PENALTY ADDED DUE TO DATA ENTRY ERROR	10870	P	GD	241756	219779	-21977		T N

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RBI LRPET02 01/03/01 08:27 Landroll Appraisal 2000 PAGE 11
 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission
 Records Added 12-27-2000 thru 1- 2-2001 Report Sequence OWNER NAME

OWNER NAME	PARCEL-NUMBER	Parcel Tax		Total Assessed			BOS Action	STC Action	W.D. F.D.
		Type	Dist	Before	After	Change			
WATERVIEW RESOLUTION ITEM DBL ASSESSED	7116	P	G	11323	6472	-4851			T N
WATERVIEW RESOLUTION ERRONEOUSLY ASSESSED	9370	P	B	374		-374			T W
Change In Total Assessment	-6,786,808	Total Increase			Total Decrease				-6,786,808

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Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS AND
CASH TOTALING \$1136.00 RECEIVED BY THE TAX ASSESSOR
AS FEES COLLECTED FOR COPIES OF MAPS AND REAL
PROPERTY DATA RELEASE FOR THE MONTH OF NOVEMBER
2000, TO BE DEPOSITED IN THE HARRISON COUNTY GENERAL
FUND**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of various
checks and cash totaling \$1136.00 received by the Tax Assessor as fees
collected for copies of maps and real property data release for the month of
November 2000, to be deposited in the Harrison County General Fund.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER APPROVING APPLICATION FOR PAYMENT NO. 1 IN THE
 AMOUNT OF \$131,809.32 TO W.C FORE TRUCKING, INC. FOR
 WORK COMPLETED TO DATE ON THE EARTHWORK PROJECT
 FOR THE HARRISON COUNTY SOCCER FIELDS PROJECT ON
 COUNTY FARM ROAD, AS RECOMMENDED BY THE COUNTY
 ENGINEER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY APPROVE Application for Payment
 No. 1 in the amount of \$131,809.32 to W.C. Fore Trucking, Inc. for work
 completed to date on the Earthwork Project for the Harrison County Soccer
 Fields Project on County Farm Road, as recommended by the County
 Engineer.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the
 above and foregoing Order, whereupon the President put the question to a
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
 the Supervisors present, the President then declared the motion carried and
 the Order adopted.

THIS, the 8th day of January 2001.

* * *

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ORDINANCE NO. 0011PC001

Supervisor MARLIN LADNER moved the adoption of the following order:

AN ORDER AMENDING THE OFFICIAL ZONING MAP OF THE HARRISON COUNTY ZONING ORDINANCE, ADOPTED THE 28TH DAY OF AUGUST, 2000 AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT TO THAT OF AN A-1 (GENERAL AGRICULTURE) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located east of and adjacent to Shaw Road, south of Mary Shamis Road, west of Old Hwy 49 and north of Bell Lane, should be rezoned subject to the applicant legally splitting the lot in order to create a buildable lot greater than one acre in size for the mobile home. The subject property is a portion of ad valorem tax parcel number 0605E-01-011.000. The Case File Number is 0011PC001.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property be rezoned from its present classification of a E-1 (very low density residential) District to that of an A-1 (General Agriculture) District.

DESCRIPTION:

A parcel of land situated and being located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of section 2, Township 6 South, Range 12 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to wit:

Beginning at the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of section 2, Township 6 South, Range 12 West; thence run from said POB South 00o30'08"West a distance of 355.76 feet along the east line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence run South 89o48'42" West a distance of 463.57 feet to the easterly margin of Shaw Road; thence run North 02o09'41"East a distance of 195.17 feet along the easterly margin of Shaw Road; thence run North 01o05'12"East a distance of 162.80 feet along the easterly margin of Shaw Road to the north line of the said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence run South 89o56'00" East a distance of 456.24 feet along the north line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the POB. Containing 3.76 acres more or less.

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The subject property is a portion of ad valorem Tax Parcel Number is 0605E-01-011.000.

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

Supervisor BOBBY ELEUTERIUS seconded the motion to adopt the above forgoing Ordinance, whereupon the President put the question to a vote with the following results:

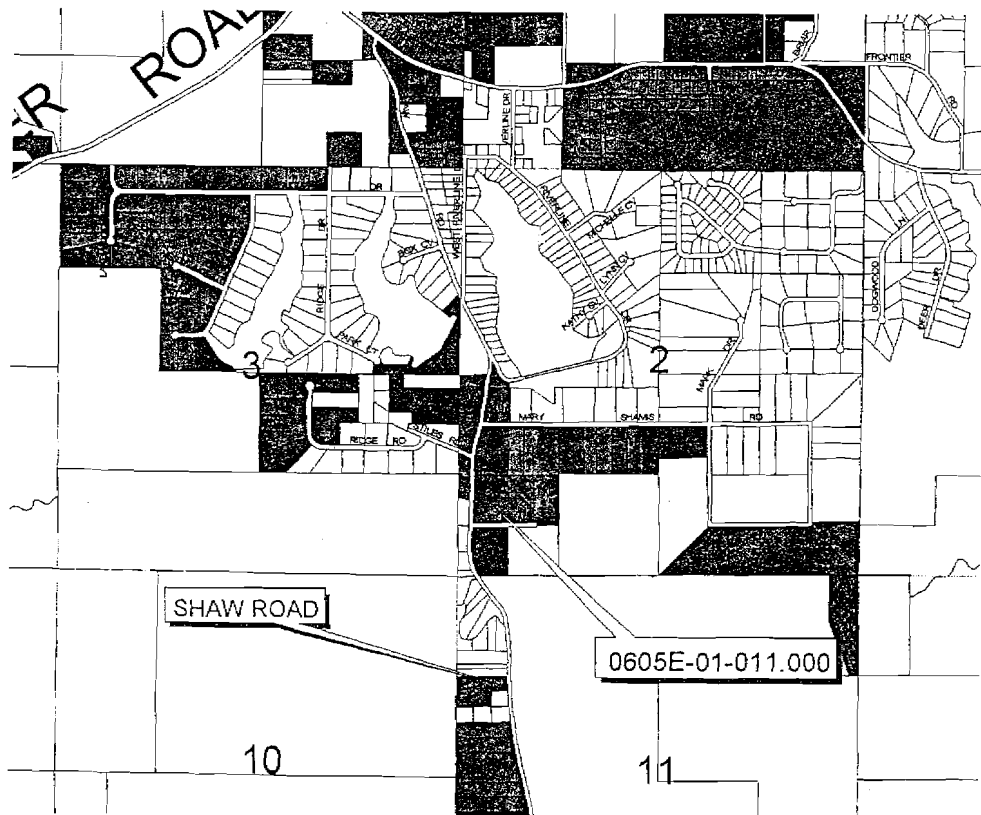
Supervisor BOBBY ELEUTERIUS	<u>AYE</u>
Supervisor MARLIN LADNER	<u>AYE</u>
Supervisor LARRY BENEFIELD	<u>NAY</u>
Supervisor CONNIE ROCKCO	<u>NAY</u>
Supervisor WILLIAM MARTIN	<u>NAY</u>

The majority of the members present having voted nay, the President then declared the Motion failed.

THIS, the 8th day of January 2001.

* * *

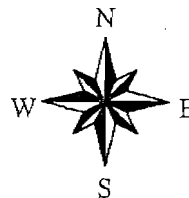
0011PC001 Map Amendment



0.00, 0.08 Miles

ZONING DISTRICTS

- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

ORDINANCE NO. 0012PC011

Supervisor BOBBY ELEUTERIUS moved the adoption of the following order:

AN ORDER AMENDING THE OFFICIAL ZONING MAP OF THE HARRISON COUNTY ZONING ORDINANCE, ADOPTED THE 28TH DAY OF AUGUST, 2000 AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT TO THAT OF AN A-1 (GENERAL AGRICULTURE) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of Palmer Creek Road, east of Hwy. 49, south of East Adams Road and west of Saucier Road, should be rezoned for the express purpose of selling two manufactured home sites. The ad valorem tax parcel number of the subject property is 0704-29-025.000. The Case File Number is 0012PC011.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property be rezoned from its present classification of a E-1 (very low density residential) District to that of an A-1 (General Agriculture) District.

DESCRIPTION:

16 AC(C) BEG AT NE COR OF SW1/4 OF SE1/4 OF SEC 29 N 74 FT W 1016.9 FT S 150 FT W 290 FT TO E MAR OF SCARBOROUGH RD S LONG RD 354.3 FT E 400 FT S 326.7 FT E 741.9 FT N 660 FT E 165 FT TO POB PART OF W1/2 OF SE1/4 OF SEC 29-5-11.

The ad valorem Tax Parcel Number is 0704-29-025.000.

See attached site location map.

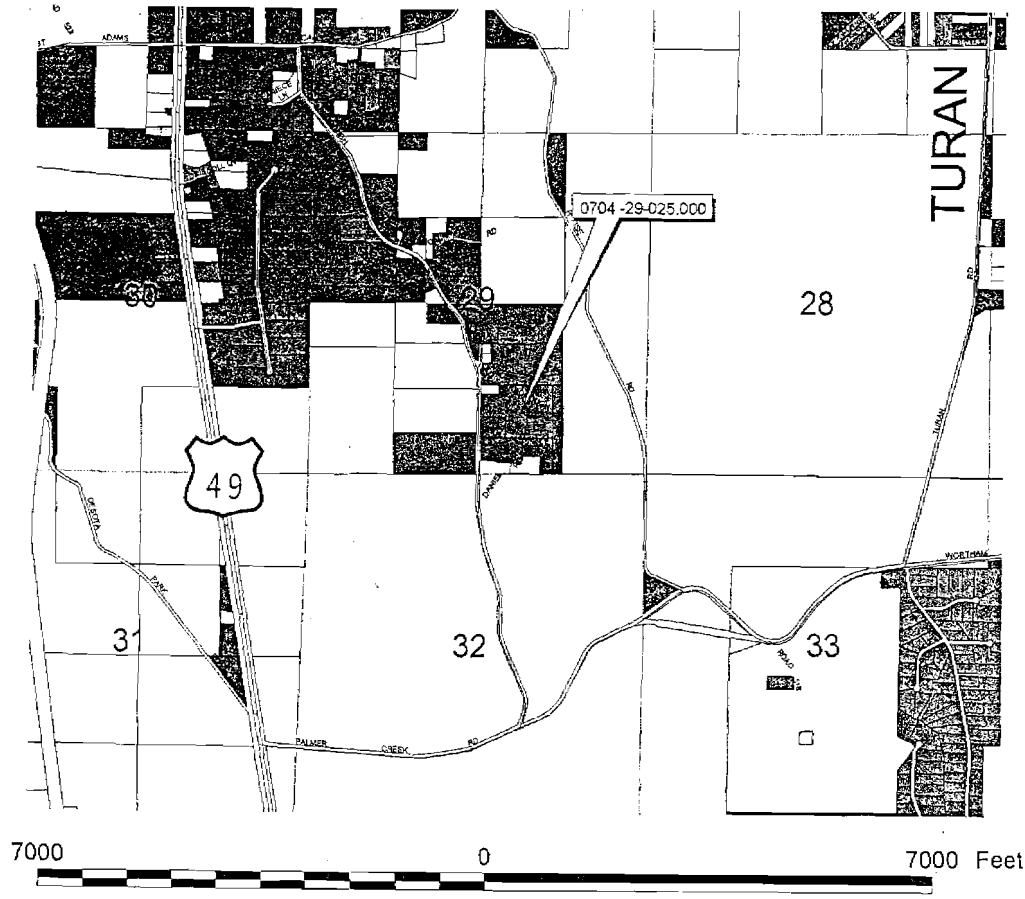
SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

Supervisor WILLIAM MARTIN seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

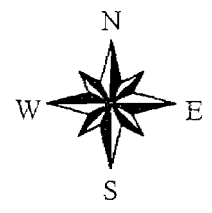
Supervisor BOBBY ELEUTERIUS	<u>AYE</u>
Supervisor MARLIN LADNER	<u>AYE</u>
Supervisor LARRY BENEFIELD	<u>AYE</u>
Supervisor CONNIE ROCKCO	<u>AYE</u>
Supervisor WILLIAM MARTIN	<u>AYE</u>

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 8th day of January 2001

0012PC011 Map Amendment



- SPECIAL USE & OVERLAY DISTRICTS**
- Airport District
 - Waterfront District
- ZONING DISTRICTS**
- A-1 General Agriculture
 - E-1 Very Low Density Residential
 - R-1 Low Density Residential
 - R-2 Medium Density Residential
 - R-3 High Density Residential
 - O-1 Office
 - C-1 Neighborhood Commercial
 - C-2 General Commercial
 - C-3 Resort Commercial
 - I-1 Light Industry
 - I-2 General Industry



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JANUARY 2001 TERM

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

ORDINANCE NO. 0012PC012

Supervisor BOBBY ELEUTERIUS moved the adoption of the following order:

AN ORDER AMENDING THE OFFICIAL ZONING MAP OF THE HARRISON COUNTY ZONING ORDINANCE, ADOPTED THE 28TH DAY OF AUGUST, 2000 AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT TO THAT OF AN R-2 (MEDIUM DENSITY RESIDENTIAL) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of and adjacent to Hudson Lane, east of Bonvillain Drive south of Diamond Lane and Old Hwy. 49, should be rezoned for the express purpose of placing two manufactured homes on 4.49 acres. The ad valorem tax parcel number of the subject property is 0601-36-015.023. The Case File Number is 0012PC012.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property be rezoned from its present classification of a E-1 (very low density residential) District to that of an R-2 (medium density) District.

DESCRIPTION:

Lot 5, Saucier West Old Hwy. 49 Acres Subdivision, Phase II.

The ad valorem Tax Parcel Number is 0601-36-015.023.

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

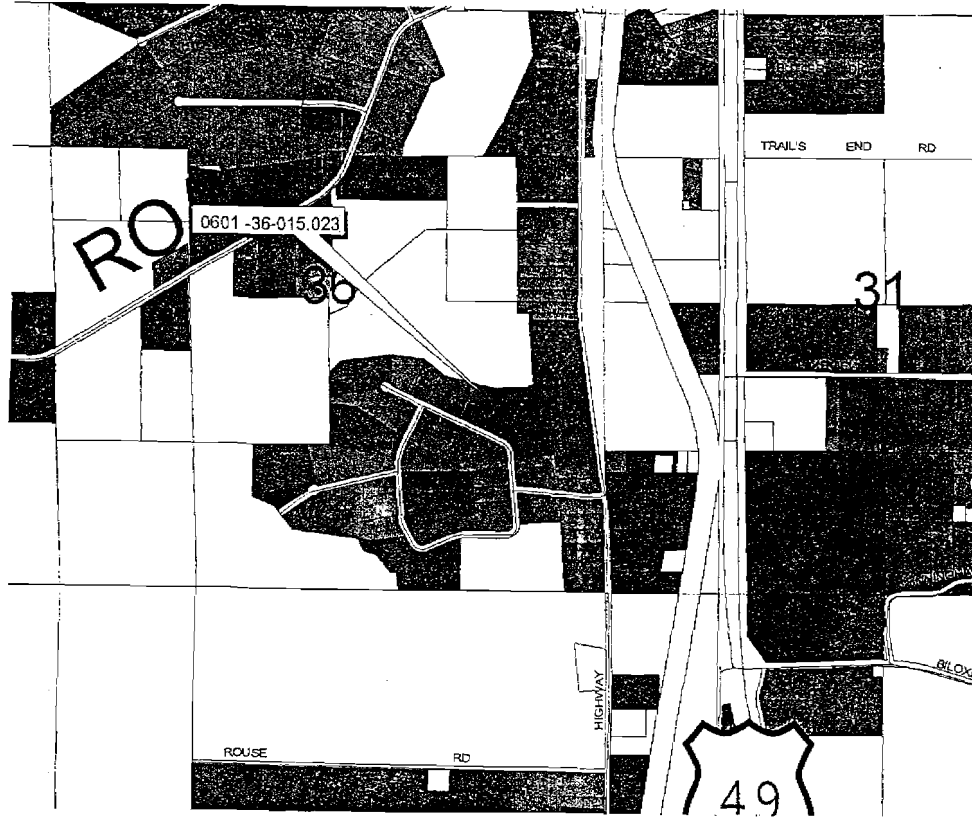
Supervisor WILLIAM MARTIN seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	AYE _____
Supervisor MARLIN LADNER	AYE _____
Supervisor LARRY BENEFIELD	AYE _____
Supervisor CONNIE ROCKCO	AYE _____
Supervisor WILLIAM MARTIN	AYE _____

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 8th day of January 2001.

0012PC012
Map Amendment

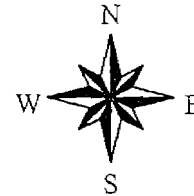
0012PC013
Conditional Use Permit



*Saucies West
Old Hwy 49 acres Phase #*

SPECIAL USE & OVERLAY DISTRICTS

- Airport District
- Waterfront District
- ZONING DISTRICTS
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

ORDINANCE NO. 0012PC014

Supervisor BOBBY FLEUTERIUS moved the adoption of the following order:

AN ORDER AMENDING THE OFFICIAL ZONING MAP OF THE HARRISON COUNTY ZONING ORDINANCE, ADOPTED THE 28TH DAY OF AUGUST, 2000 AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT TO THAT OF AN R-1 (LOW DENSITY RESIDENTIAL) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of C.C. Road, east of and adjacent to Hwy. 15, south of White Plains Road and west of Blackwell Farm Road, should be rezoned for the express purpose of creating a lot for building a single family residence. The ad valorem tax parcel number of the subject property is 1305-06-009.002. The Case File Number is 0012PC014.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property be rezoned from its present classification of a E-1 (very low density residential) District to that of an R-1 (low density residential) District.

DESCRIPTION:

The southern most 1.33 acres of the following described property:
 4.7 AC BEG 660 FT E & 206 FT S OF NW COR OF SEC 6 S 454 FT W 247.8 FT TO E MAR OF HWY 15 NWLY ALONG HWY 612.9 FT E 660 FT TO POB PART OF NW 1/4 OF NW 1/4 OF SEC 6-6-9.

The ad valorem Tax Parcel Number is 1305-06-009.002.

See attached site location map.

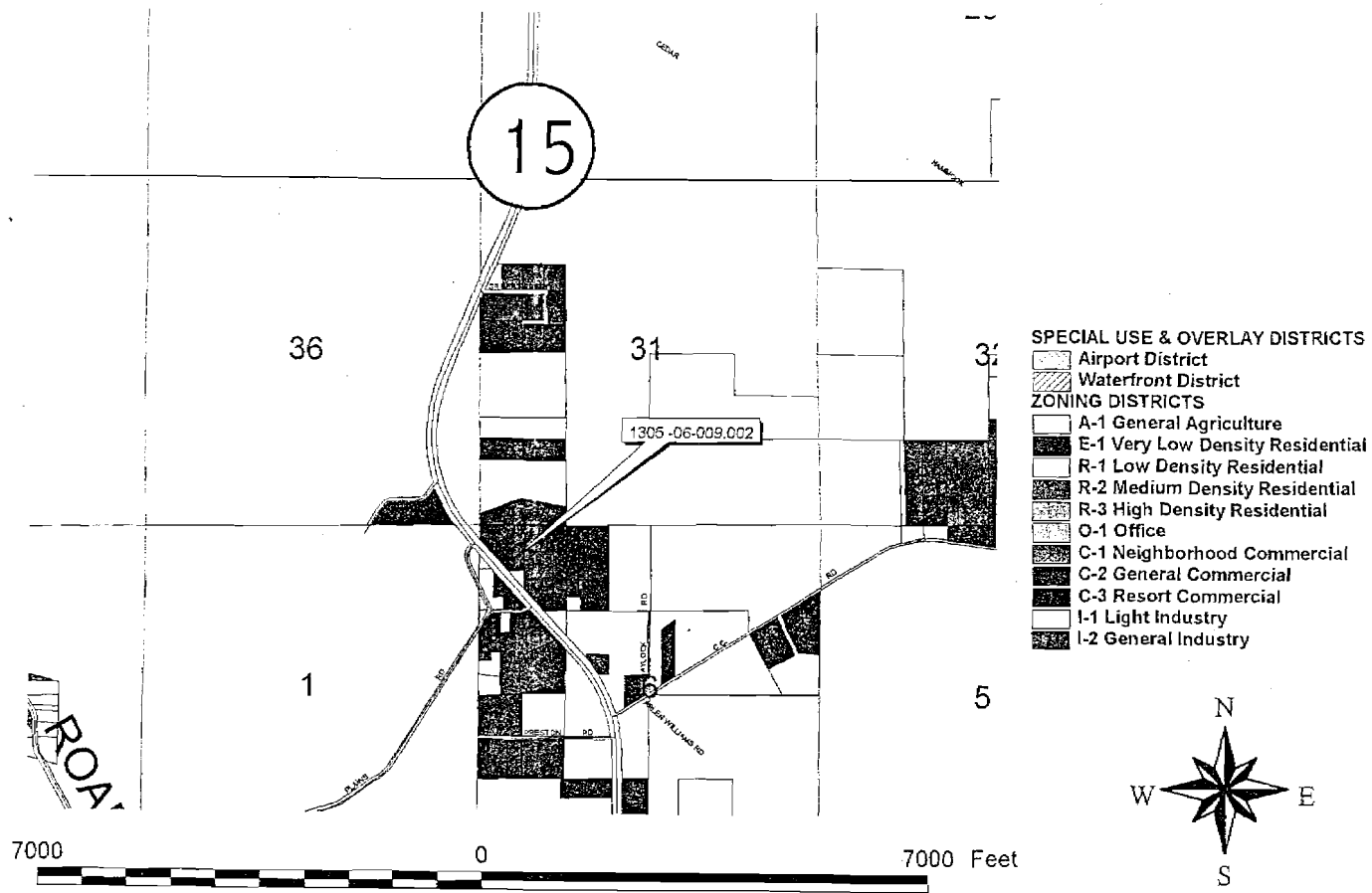
SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

Supervisor WILLIAM MARTIN seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	<u>AYE</u>
Supervisor MARLIN LADNER	<u>AYE</u>
Supervisor LARRY BENEFIELD	<u>AYE</u>
Supervisor CONNIE ROCKCO	<u>AYE</u>
Supervisor WILLIAM MARTIN	<u>AYE</u>

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 8th day of January 2001.

0012PC014 Map Amendment



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

ORDINANCE NO. 0012PC018

Supervisor BOBBY ELEUTERIUS moved the adoption of the following order:

AN ORDER AMENDING THE OFFICIAL ZONING MAP OF THE HARRISON COUNTY ZONING ORDINANCE, ADOPTED THE 28TH DAY OF AUGUST, 2000 AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1 (LOW DENSITY RESIDENTIAL) DISTRICT TO THAT OF AN A-1 (GENERAL AGRICULTURE) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located south of and adjacent Century Lane west of and adjacent to Old Still Road, north of Saucier Lizana Road, should be rezoned for the express purpose of creating a manufactured home site with the possibility of keeping a horse on the property. The ad valorem tax parcel number of the subject property is 0602H-01-036.000. The Case File Number is 0012PC018.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property be rezoned from its present classification of a R-1 (low density residential) District to that of an A-1 (General Agriculture) District.

DESCRIPTION:

COM AT SW COR OF SE ¼ OF SE ¼ & RUN E 755 FT TO BEG E 201 FT N 31 DG 00 MN E 146.8 FT N 48 DG 30 MN E 207 FT N 09 DG 30 MN E 62.2 FT S 79 DG 30 MN W 185 FT S 82 DG 30 MN W 262.5 FT S 255.3 FT TO BEG CONTG 2.06 ACS M/L SEC 1-5-12

The ad valorem Tax Parcel Number is 0602h-01-036.000.

See attached site location map.

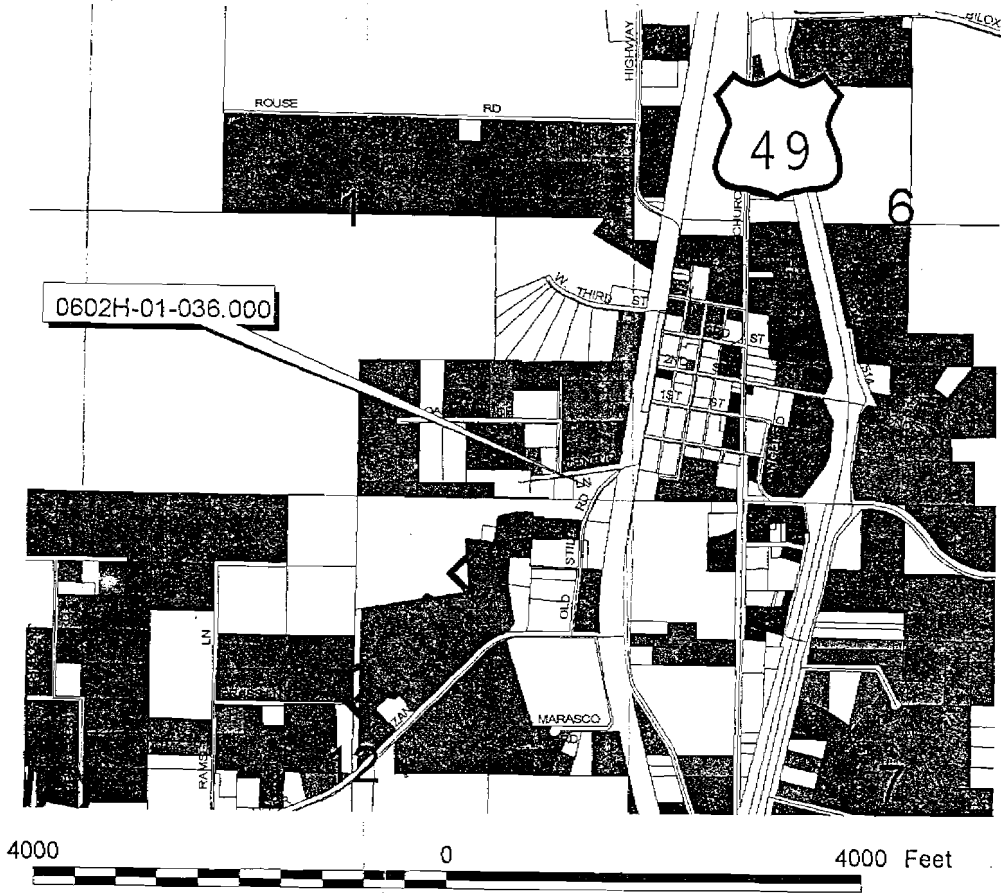
SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

Supervisor WILLIAM MARTIN seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

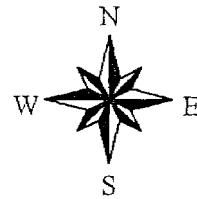
Supervisor BOBBY ELEUTERIUS	_AYE_
Supervisor MARLIN LADNER	_AYE_
Supervisor LARRY BENEFIELD	_AYE_
Supervisor CONNIE ROCKCO	_AYE_
Supervisor WILLIAM MARTIN	_AYE_

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 8th day of January 2001.

0012PC018 Map Amendment



- SPECIAL USE & OVERLAY DISTRICTS**
- Airport District
 - Waterfront District
- ZONING DISTRICTS**
- A-1 General Agriculture
 - E-1 Very Low Density Residential
 - R-1 Low Density Residential
 - R-2 Medium Density Residential
 - R-3 High Density Residential
 - O-1 Office
 - C-1 Neighborhood Commercial
 - C-2 General Commercial
 - C-3 Resort Commercial
 - I-1 Light Industry
 - I-2 General Industry



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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER ACCEPTING RESIGNATIONS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACCEPT the following resignations:

Stephen Simpson, District Attorney's Office, Assistant D.A., effective
December 1, 2000.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER CONCUR WITH COUNTY ADMINISTRATOR ON
REPLACEMENTS AND CHANGES AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY CONCUR with the County
Administrator on the following replacements and changes:

Benny Powell, Building & Grounds, Janitorial, temporary full time at a
rate of \$7.35 per hour, effective December 14, 2000.

Brandon Elrod, transferring from Fairgrounds to Parks & Recreation
with no change in salary, effective January 1, 2001.

John Ladner, transferring from Fairgrounds to Parks & Recreation with
a change in salary going from \$637.00 bimonthly to \$796.25 bimonthly,
effective January 1, 2001, replacing Brandon Elrod's slot.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING PAYMENT OF ACCIDENT RELATED CLAIMS,
AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following
accident related claims:

1. \$92.11 to Nancy Erwin for car rental.
2. \$128.40 to David Sprinkle for windshield damage, as recommended
by District 1 Safety Officer Richard Quave.
3. \$37.40 to claimant Curtis Ladner Jr., as recommended by District 3
Safety Officer Harry Kaletsch.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER SPREADING ON THE MINUTES THE LIST OF LOW
 QUOTES APPROVED BY THE PURCHASING DEPARTMENT FOR
 THE MONTH OF DECEMBER 2000**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES the
 following list of low quotes approved by the Purchasing Department for the
 month of December 2000:

LOW QUOTES APPROVED BY THE PURCHASING DEPARTMENT
 FOR THE PERIOD OF DECEMBER 1, 2000 THROUGH DECEMBER 31, 2000

BOND FUNDS	12/04	BILOXI PAPER COMPANY	\$3,681.83	TABLES, CHAIRS AND STORAGE TRUCKS FOR THE SAUCIER SENIOR CENTER
FAIRGROUNDS 1	2/04	WILLIAMS FENCE COMPANY	\$6,691.80	FURNISHED AND INSTALLED VINYL FENCE AND POSTS FOR THE FAIRGROUNDS ARENA
BOND FUNDS	12/05	ASSOCIATED FOOD EQUIPMENT	\$2,289.00	MANITOWOC ICE MACHINE FOR USE AT THE AMOS CROUTCH - HANNA KNOX BALLFIELD
JAIL AUTHORITY	12/05	CENTRAL PAINT & SUPPLY, INC.	\$6,314.30	PROVIDE LABOR AND MATERIALS NEEDED TO REPLACE THE EXISTING CARPET IN THE JAIL'S ADMINISTRATIVE OFFICES
BOND FUNDS	12/05	WILLIAMS FENCE COMPANY	\$9,830.00	FURNISH AND INSTALL FENCING FOR THE AMOS CROUTCH - HANNA KNOX BALLFIELDS
BOND FUNDS	12/07	ARROW LAWNS AND MORE	\$9,875.00	FURNISH LABOR AND MATERIALS NEEDED FOR LANDSCAPING AT THE SKATE PARK
ESCROW FUNDS	12/09	SPORTABOUT	\$3,818.00	ASSORTED SPORTS EQUIPMENT FOR USE THE CAVALIER BASEBALL PARK
BOND FUNDS	12/09	PENNINGTON SEED, INC.	\$3,987.50	SPORTS CLUB MIXTURE GRASS SEED FOR THE COUNTY FARM ROAD SOCCER FIELDS
ROAD FUNDS	12/12	CUSTOM FLOOR SERVICE	\$1,600.00	FURNISH LABOR AND MATERIALS NEEDED TO REPLACE THE TILE FLOORING AT THE D'IBERVILLE WORK CENTER
BOND FUNDS	12/14	NEVCO SCOREBOARD COMPANY	\$2,319.50	SCOREBOARD, CONTROLLER AND CABLES FOR USE AT THE AMOS CROUTCH AND THE HANNA KNOX BALLFIELDS
BOND FUNDS	12/14	E. A. HELWICK ELECTRONICS	\$2,915.39	FURNISH LABOR AND EQUIPMENT NEEDED FOR A SOUND SYSTEM INSTALLED AT THE AMOS CROUTCH - HANNA KNOX BALLFIELDS
BOND FUNDS	12/14	ARROW LAWNS AND MORE	\$9,985.00	SPRINKLER SYSTEM AND INSTALLATION AT THE WOOLMARKET BALLFIELDS
REAPPRAISAL	12/15	TRI-STATE CONSULTING SERVICE	\$2,464.00	HEWLETT PACKARD LASER PRINTER AND CABLING FOR THE TAX ASSESSOR OFFICES IN THE BILOXI COURTHOUSE
JAIL AUTHORITY	12/28	CENTRAL PAINT & SUPPLY	\$86,752.08	REPLACED CARPET AND TILE AT THE JAIL

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Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

- Supervisor **BOBBY ELEUTERIUS** voted AYE
- Supervisor **LARRY BENEFIELD** voted AYE
- Supervisor **MARLIN R. LADNER** voted AYE
- Supervisor **WILLIAM W. MARTIN** voted AYE
- Supervisor **CONNIE M. ROCKCO** voted AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER SPREADING ON THE MINUTES THE LIST OF EMERGENCY
PURCHASE ORDERS ISSUED BY THE PURCHASING DEPARTMENT
FOR THE MONTH OF DECEMBER 2000, AND AUTHORIZING THE
NECESSARY BUDGET AMENDMENTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES the
following list of emergency purchase orders issued by the Purchasing
Department for the month of December 2000, and authorizing the necessary

EMERGENCY PURCHASE ORDERS ISSUED BY THE PURCHASING DEPARTMENT
FOR THE MONTH OF DECEMBER 2000

DATE	DEPARTMENT	VENDOR	AMOUNT	DESCRIPTION
12/20/00	FIRE SERVICES	DANNY MILLER PLUMBING	\$ 550.00	EQUIPMENT AND LABOR NEEDED TO PUMP OUT THE SEPTIC TANK AND CLEAR THE MAIN SEWER LINES AT THE SUCCESS VOL. FIRE STATION
12/21/00	BRIDGE DEPT.	TEMPLETCONSULTANTS	\$6,800.00	EQUIPMENT AND LABOR NEEDED TO REPAIR THE BRIDGE DRIVE MOTOR BRAKES ON THE SOUTH SPAN OF WILKES BRIDGE ***** THE TOTAL COST TO BE REIMBURSED BY THE CITY OF GULFPORT

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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IT IS FURTHER ORDERED that the Board does HEREBY APPROVE the necessary budget amendments in connection with said emergency purchases.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

The Sheriff presented a report showing that 863 persons are currently housed in the Harrison County Jail Facilities.

* * *

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following

Order:

**ORDER ACCEPTING THE LOWEST BIDS FOR BIDS #0001 THROUGH
#0009 FOR MISCELLANEOUS KITCHEN EQUIPMENT FOR THE
HARRISON COUNTY ADULT DETENTION CENTER, PER ATTACHED
TABULATION SHEETS**

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on November 6, 2000, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for the following:

- Bid #0001 - One 40 gallon tilt skillet;
- Bid #0002 - Three heavy duty gas griddles;
- Bid #0003 - Three 60 gallon tilt kettles;
- Bid #0004 - One six-burner gas grill stove;
- Bid #0005 - Three gas double section convection ovens;
- Bid #0006 - Three 50 lb. tube fired gas fryers;
- Bid #0007 - Eight 5-gallon insulated food service containers;
- Bid #0008 - Six 2.5-gallon insulated food service containers;
- Bid #0009 - Ten heavy duty heated transport carts.

2. That as directed in the aforesaid Order, said Notice of Invitation to Bid was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice of Invitation to Bid was published on December 10 and 17, 2000.

3. That publication of said Notice of Invitation to Bid has been made once each week for two consecutive weeks, the last of which was at least

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seven working days prior to January 5, 2001, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

PROOF OF PUBLICATION

NOTICE OF INVITATION TO BID
Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:30 o'clock A.M., on January 5, 2001, for the purchase of miscellaneous kitchen equipment for use at the Adult Detention/Correctional Center in Harrison County.
BID #0001 - One (1) 40 Gallon Tub Skillet
BID #0002 - Three (3) Heavy Duty Gas Griddles
BID #0003 - Three (3) 60 Gallon Tilt Kettles
BID #0004 - One (1) Six Burner Gas Grill/Glove
BID #0005 - Three (3) Gas Double Suction Convection Ovens
BID #0006 - Three (3) 50 Lb. Tube Fired Gas Fryers
BID #0007 - Eight (8) 5 Gallon Insulated Food Service Containers
BID #0008 - Six (6) 2.5 Gallon Insulated Food Service Containers
BID #0009 - Ten (10) Heavy Duty Heated Transport Carts
Specifications and bid forms for Bids #0001 - #0009, may be obtained from the Harrison County Purchasing Department, located in the First Judicial District Courthouse at 1801-23rd Avenue in Gulfport, Mississippi 39502, office telephone number (228) 866-4028. Technical questions not addressed in the bid specifications should be submitted in writing to be forwarded to Captain Rupert H. Lacy, in the Harrison County Detention/Correctional Center Support Services Department, office telephone number (228) 896-0640.
All Bids must be on file with the Clerk of the Board. All Bids must show the Bidder's name and address. All Bids must be sealed and clearly marked on the outside of the envelope as indicated. Bids No. _____ to be opened on January 5, 2001. Envelopes not so marked will be submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of same by any County Employee.
Bids sent through the Mail are done so at the risk of the Bidder and should be addressed to the Harrison County Board of Supervisors, in care of the Harrison County Purchasing Department, Post Office Drawer "CC", Gulfport, Mississippi, 39502. The County is NOT responsible for bids that are mailed to the wrong address or bids that arrive in the mail after the designated opening time. Bids may also be hand delivered to the Harrison County Purchasing Department in the First Judicial District Courthouse, at 1801-23rd Avenue in Gulfport, Mississippi, 39502, until 5:00 P.M. on January 4, 2001, or to the Board of Supervisors meeting room at the First Judicial District Courthouse in Gulfport, Mississippi, on January 5, 2001, prior to the bid opening time listed above.
The Board of Supervisors will meet at the time and in the place stated first above in this Notice and will then and there open and consider and take such action as the Board may then determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive informality.
By Order of the Harrison County Board of Supervisors, Items #0001 - #0009 were formally adopted on November 5, 2000.
John McAdams
CLERK for the Board of Supervisors
(SEAL)
C-88,adv.10,2Sun 282453

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Joni Livery 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 of Gulfport, in Harrison County, Mississippi, and that 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. 117 No. 71 dated 10 day of Dec, 2000
- Vol. 117 No. 78 dated 17 day of Dec, 2000
- Vol. _____ No. _____ dated _____ day of _____, 20____
- 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 county for a period of more than twelve months next prior to the first publication of said notice.

Joni Livery
Clerk

Sworn to and subscribed before me this 18th day of December, A.D., 2000

Karen Shook
Notary Public

My Commission Expires October 15, 2001
Printer's Fee \$ 113.90
Furnishing proof of publication \$ 6.00
TOTAL \$ 119.90

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

4. That on January 2, 2001 this Board appointed its representatives to receive said bids on January 5, 2001.

5. That bids were received at the time and place and in the manner provided in said Notice of Invitation to Bid. The following bids were received for Bid #0001:

TABULATION SHEET FOR BID #0001
(1) 40 GALLON TILT SKILLET
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
ASSOCIATED FOOD EQUIPMENT	VULCAN MODEL VGTS40 GAS TILT SKILLET	\$6,514.00
HOTEL & RESTAURANT SUPPLY	GROEN MODEL HFP / 2E - 4 GAS TILT SKILLET	\$7,930.00

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for one (1) Restaurant /Commercial Type Gas, Tilting Skillet for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Groen", Model HFP/2E-4, 100,000 BTU, Gas Tilting Skillet and we hope to receive bids for a unit with similar features and specifications. PLEASE NOTE: that the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Gas Tilting Skillet offered should be constructed of stainless steel with an open leg frame base, stainless steel, three piece hinged cover, and pouring lip strainer.
2. The unit should have an electronic ignition system.
3. The unit should have a 40-gallon holding pan capacity.
4. The unit should have a minimum 9-inch deep pan.
5. The unit should have a stainless steel, 3 piece; manual tilt, hinged cover and pouring lip strainer.
6. The unit should have a right console to receive faucets.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: Wilcan VGTS40

Approximate Delivery Date: Five (5) weeks after receipt of purchase order

Warranty: One (1) year parts & labor

Bid Price 6,514.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) *Paul Watts*
Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0001 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for one (1) Restaurant /Commercial Type Gas, Tilting Skillet for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Groen", Model HFP/2E-4, 100,000 BTU, Gas Tilting Skillet and we hope to receive bids for a unit with similar features and specifications. PLEASE NOTE: that the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 898-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Gas Tilting Skillet offered should be constructed of stainless steel with an open leg frame base, stainless steel, three piece hinged cover, and pouring lip strainer.
2. The unit should have an electronic ignition system.
3. The unit should have a 40-gallon holding pan capacity.
4. The unit should have a minimum 9-inch deep pan.
5. The unit should have a stainless steel, 3 piece; manual tilt, hinged cover and pouring lip strainer.
6. The unit should have a right console to receive faucets.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

NOTE: IF A SINGLE PANTRY FAUCET IS REQUIRED ON TILTING SKILLET ADD \$90.00

Manufacturer's name and identification model /number for unit offered: GROEN # HFP/2E-4

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR

Bid Price \$7,930.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings
 TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXTENSION 210 FAX: 1-601-485-1140

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0001 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0002:

TABULATION SHEET FOR BID #0002
(3) HEAVY DUTY GAS GRIDDLES
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
EQUIPMENT CONCEPTS & DESIGNS	IMPERIAL MODEL ITG - 36 HEAVY DUTY GAS GRIDDLE	\$1,905.00
ASSOCIATED FOOD EQUIPMENT	VULCAN MODEL 936A GAS GRIDDLE	\$2,025.00
HOTEL & RESTAURANT SUPPLY	VULCAN MODEL 936A GAS GRIDDLE	\$2,380.00

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Bid # 0002

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type, Heavy Duty, Gas, Griddles for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Vulcan Hart" Model 936A, 90,000 BTU, Gas Counter Griddle and we hope to receive bids for a unit with similar features and specifications. PLEASE NOTE: that the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Heavy Duty Gas Griddle offered should have a 36" inch griddle width, and be approximately 23 1/4" deep, with recessed thermostat knobs for protection, have an Aluminized steel back panel on the built-in rear flue.
2. Griddle plate to be 1" thick polished stainless steel with a polished stainless steel cabinet front and sides with a 4" mild steel back splash, mild steel side splash sloping from 4" to 0" at the front.
3. The unit should have 1-3/4" gallons grease drawer, 3-3/8" wide front grease trough for 3" (76 mm) spatula width and anti-splash baffles.
4. The unit should have stainless steel, adjustable legs that extend 4" below the cabinet.
5. The unit should have individual burner controllers with snap acting 120 volt electric thermostat for every griddle foot and a four foot, three prong, 120 volt electric power supply cord.
6. The unit should have formed aluminized steel burners, rated 30,000 BTU/hr input for each foot of griddle width, with a thermostat range of 150 to 450 degrees F, (65 to 235 degrees C).
7. The unit should have a gas pressure regulator with a manual shut-off that is AGA design, certified and NSF listed.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: ITG-36 Imperial

Approximate Delivery Date: Open Side 3wk w/ Open 5 Days

Warranty: 1yr P/L

Bid Price w/ Open Side 1905⁰⁰ each w/ Open Side 15⁰⁰ picture 1569⁰⁰

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: _____

VENDOR: _____

SIGNED BY (Name and Title) _____

ADDRESS: _____

TELEPHONE: 601 261 0154 FAX: 601 261 3160

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type, Heavy Duty, Gas, Griddles for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Vulcan Hart" Model 936A, 90,000 BTU, Gas Counter Griddle and we hope to receive bids for a unit with similar features and specifications. PLEASE NOTE: that the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Heavy Duty Gas Griddle offered should have a 36" inch griddle width, and be approximately 23 1/4" deep, with recessed thermostat knobs for protection, have an Aluminized steel back panel on the built-in rear flue.
2. Griddle plate to be 1" thick polished stainless steel with a polished stainless steel cabinet front and sides with a 4" mild steel back splash, mild steel side splash sloping from 4" to 0" at the front.
3. The unit should have 1-3/4" gallons grease drawer, 3-3/8" wide front grease trough for 3" (76 mm) spatula width and anti-splash baffles.
4. The unit should have stainless steel, adjustable legs that extend 4" below the cabinet.
5. The unit should have individual burner controllers with snap acting 120 volt electric thermostat for every griddle foot and a four foot, three prong, 120 volt electric power supply cord.
6. The unit should have formed aluminized steel burners, rated 30,000 BTU/hr input for each foot of griddle width, with a thermostat range of 150 to 450 degrees F, (65 to 235 degrees C).
7. The unit should have a gas pressure regulator with a manual shut-off that is AGA design, certified and NSF listed.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: Vulcan 936A

Approximate Delivery Date: Five (5) weeks after receipt of purchase order

Warranty: One (1) year parts & labor

Bid Price 2,025.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title)  Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0002 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type, Heavy Duty, Gas, Griddles for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Vulcan Hart" Model 936A, 90,000 BTU, Gas Counter Griddle and we hope to receive bids for a unit with similar features and specifications. PLEASE NOTE: that the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Heavy Duty Gas Griddle offered should have a 36" inch griddle width, and be approximately 23 1/4" deep, with recessed thermostat knobs for protection, have an Aluminized steel back panel on the built-in rear flue.
2. Griddle plate to be 1" thick polished stainless steel with a polished stainless steel cabinet front and sides with a 4" mild steel back splash, mild steel side splash sloping from 4" to 0" at the front.
3. The unit should have 1-3/4" gallons grease drawer, 3-3/8" wide front grease trough for 3" (76 mm) spatula width and anti-splash baffles.
4. The unit should have stainless steel, adjustable legs that extend 4" below the cabinet.
5. The unit should have individual burner controllers with snap acting 120 volt electric thermostat for every griddle foot and a four foot, three prong, 120 volt electric power supply cord.
6. The unit should have formed aluminized steel burners, rated 30,000 BTU/hr input for each foot of griddle width, with a thermostat range of 150 to 450 degrees F, (65 to 235 degrees C).
7. The unit should have a gas pressure regulator with a manual shut-off that is AGA design, certified and NSF listed.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: VULCAN # 936A

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

Bid Price \$2,380.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings
 TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXTENSION 210 FAX: 1-601-485-1140

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0002 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0003:

TABULATION SHEET FOR BID #0003
(3) SIXTY GALLON GAS HEATED STEAM KETTLES
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
ASSOCIATED FOOD EQUIPMENT	VULCAN MODEL VGLT60 STEAM KETTLE	\$9,950.00
HOTEL & RESTAURANT SUPPLY	GROEN MODEL DH-60 STEAM KETTLE	\$13,000.00

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type, 60 Gallon Capacity, Gas-Heated Steam Jacketed Kettles for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Groen" Model DH-60, 60-Gallon, Gas Heated, 2/3 Steam Jacketed Kettle and we hope to receive bids for a unit with similar features and specifications. **PLEASE NOTE:** the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The commercial /restaurant type stainless steel jacketed Steam Kettle must have a self-contained gas heated steam source with a high efficiency power burner heating system.
2. The unit must have a sixty- (60) gallon or two hundred twenty five- (225) liter cooking capacity.
3. The unit should offer a fast heat-up and recovery capability, operating on a 130,000 BTU input.
4. The unit should have an automatic ignition system with an insulated heat exchanger.
5. The unit should offer a control panel for a thermostat with range of 150 to 195 degrees F, a low water safety sensor and a pressure /vacuum gauge.
6. The unit must have a 50-psi steam jacket rating and safety valve.
7. The self-contained unit must have support legs with level adjustable feet, flanged for floor bolting.
8. The unit should have a gas pressure regulator with a manual shut-off that is AGA design, certified and NSF listed.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: Vulcan VGLT60

Approximate Delivery Date: Five (5) weeks after receipt of purchase order

Warranty: One (1) year parts & labor

Bid Price 9,950.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) *Paul Watts*

Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0003 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type, 60 Gallon Capacity, Gas-Heated Steam Jacketed Kettles for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Groen" Model DH-60, 60-Gallon, Gas Heated, 2/3 Steam Jacketed Kettle and we hope to receive bids for a unit with similar features and specifications. PLEASE NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The commercial /restaurant type stainless steel jacketed Steam Kettle must have a self-contained gas heated steam source with a high efficiency power burner heating system.
2. The unit must have a sixty- (60) gallon or two hundred twenty five-- (225) liter cooking capacity.
3. The unit should offer a fast heat-up and recovery capability, operating on a 130,000 BTU input.
4. The unit should have an automatic ignition system with an insulated heat exchanger.
5. The unit should offer a control panel for a thermostat with range of 150 to 195 degrees F, a low water safety sensor and a pressure /vacuum gauge.
6. The unit must have a 50-psi steam jacket rating and safety valve.
7. The self-contained unit must have support legs with level adjustable feet, flanged for floor bolting.
8. The unit should have a gas pressure regulator with a manual shut-off that is AGA design, certified and NSF listed.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

NOTE: IF A SINGLE PANTRY FAUCET IS REQUIRED FOR TILTING KETTLE ADD \$90.00.

Manufacturer's name and identification model /number for unit offered: GROEN # DH-60

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

Bid Price \$13,000.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings

TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXT. 210 FAX: 1-601-485-1140

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0003 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0004:

TABULATION SHEET FOR BID #0004
(1) SIX BURNER GAS RANGE
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
ASSOCIATED FOOD EQUIPMENT	VULCAN MODEL 260L GAS RANGE	\$2,758.00
EQUIPMENT CONCEPTS & DESIGNS	IMPERIAL MODEL IR-6RG24 GAS RANGE	\$3,022.00
HOTEL & RESTAURANT SUPPLY	VULCAN MODEL 260FL GAS RANGE	\$3,070.00

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

bid # 0004

MINIMUM Specifications and Bid Form for one (1) Restaurant /Commercial Type Gas Range for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Vulcan Hart" Model 60FL, Gas Restaurant Range and we hope to receive bids for a range with similar features and specifications. PLEASE NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Gas Range offered should be constructed with a stainless steel front, sides, back riser, high shelf and with adjustable legs.
2. The range must have a highly visible control panel with oversized easy grip knobs.
3. The range must have 6, 26,000 BTU/hr cast top burners, lift-off burner heads and individual pilots.
4. The range must have a raised griddle/broiler with 30,000 BTU/hr input and manual control valves.
5. The range should have full width pullout crumb trays under each burner.
6. The must have two 35,000 BTU/hr standard ovens with thermostats adjustable from 150 degrees To 500 degrees F, an oven rack with two positions per oven.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: IMPERIAL IR 6 R624
 Approximate Delivery Date: 5/10/01
 Warranty: 1 yr P/L
 Bid Price 3022⁰⁰ each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: 1/02/01 **EQUIPMENT CONCEPTS & DESIGNS**
 VENDOR: POST OFFICE BOX 494
HATTIESBURG MS 39403-0494
 SIGNED BY (Name and Title) Mac Allen Sales Mgr
 ADDRESS: _____
 TELEPHONE: 601 261 0154 FAX: 601 261 3160

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for one (1) Restaurant /Commercial Type Gas Range for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Vulcan Hart" Model 60FL, Gas Restaurant Range and we hope to receive bids for a range with similar features and specifications. PLEASE NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Gas Range offered should be constructed with a stainless steel front, sides, back riser, high shelf and with adjustable legs.
2. The range must have a highly visible control panel with oversized easy grip knobs.
3. The range must have 6, 26,000 BTU/hr cast top burners, lift-off burner heads and individual pilots.
4. The range must have a raised griddle/broiler with 30,000 BTU/hr input and manual control valves.
5. The range should have full width pullout crumb trays under each burner.
6. The must have two 35,000 BTU/hr standard ovens with thermostats adjustable from 150 degrees To 500 degrees F, an oven rack with two positions per oven.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: Vulcan 260L

Approximate Delivery Date: Five (5) weeks after receipt of purchase order

Warranty: One (1) year parts & labor

Bid Price 2,758.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) *Paul Watts*
Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0004 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for one (1) Restaurant /Commercial Type Gas Range for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Vulcan Hart" Model 60FL, Gas Restaurant Range and we hope to receive bids for a range with similar features and specifications. PLEASE NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Gas Range offered should be constructed with a stainless steel front, sides, back riser, high shelf and with adjustable legs.
2. The range must have a highly visible control panel with oversized easy grip knobs.
3. The range must have 6, 26,000 BTU/hr cast top burners, lift-off burner heads and individual pilots.
4. The range must have a raised griddle/broiler with 30,000 BTU/hr input and manual control valves.
5. The range should have full width pullout crumb trays under each burner.
6. The must have two 35,000 BTU/hr standard ovens with thermostats adjustable from 150 degrees To 500 degrees F, an oven rack with two positions per oven.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

NOTE: DISCREPANCY BETWEEN MODEL NUMBER & WRITTEN SPEC. WE ARE QUOTING PER WRITTEN SPECS.

Manufacturer's name and identification model /number for unit offered: VULCAN 260FL

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

Bid Price \$3,070.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings
 TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXT. 210 FAX: 1-601-485-1140

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0004 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0005:

TABULATION SHEET FOR BID #0005
(3) GAS DOUBLE SECTION CONVECTION OVENS
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
ASSOCIATED FOOD EQUIPMENT	DUKE MODEL E102-G TWIN CONVECTION OVEN	\$3,875.00
HOTEL & RESTAURANT SUPPLY	DUKE MODEL E102-G TWIN CONVECTION OVEN	\$4,150.00
EQUIPMENT CONCEPTS & DESIGNS	IMPERIAL MODEL IVC -2 TWIN CONVECTION OVEN	\$4,472.00

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type Double Gas Convection Ovens for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Duke" Model E102-G, Double Convection Oven and we hope to receive bids for a range with similar features and specifications. PLEASE NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Type Double Convection Oven offered should be constructed with a stainless steel exterior front, sides and top, the bottom band sides to be fully insulated with 1-1/2" Thick board type insulation, top to have 3" thick insulation. The interior should have porcelainized enamel liner with 7/8" radius and coved corners.
2. The unit offered must have two standard depth double sections, each section to include five oven racks each oven section to be powered by a 40,000BTU, high output atmospheric burner system.
3. The unit should have an ignition system with an electronic pilot re-light capability.
3. The unit should be furnished with a main gas shut off valve in the control panel, a built in gas regulator that's completely serviceable from the front.
4. The unit should have a power off/cook switch, dial type thermostat that operates from 200 degrees to 500 degrees F, and a one-hour dial timer with electric buzzer.
6. The unit should have 50/50 independent stainless steel doors with adjustable legs and feet.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: Duke E102G

Approximate Delivery Date: Three (3) weeks after receipt of purchase order

Warranty: One (1) year parts & Ninety (90) days labor

**ALTERNATE: Vulcan #VC44GS w/ stainless sides & top = \$4,780.00

Bid Price 3,875.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) [Signature]
Edi Watts, Sales Representative.

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR

BID #0005 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type Double Gas Convection Ovens for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Duke" Model E102-G, Double Convection Oven and we hope to receive bids for a range with similar features and specifications. PLEASE NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Type Double Convection Oven offered should be constructed with a stainless steel exterior front, sides and top, the bottom band sides to be fully insulated with 1-1/2" Thick board type insulation, top to have 3" thick insulation. The interior should have porcelainized enamel liner with 7/8" radius and coved corners.
2. The unit offered must have two standard depth double sections, each section to include five oven racks each oven section to be powered by a 40,000BTU, high output atmospheric burner system.
3. The unit should have an ignition system with an electronic pilot re-light capability.
3. The unit should be furnished with a main gas shut off valve in the control panel, a built in gas regulator that's completely serviceable from the front.
4. The unit should have a power off/cook switch, dial type thermostat that operates from 200 degrees to 500 degrees F, and a one-hour dial timer with electric buzzer.
6. The unit should have 50/50 independent stainless steel doors with adjustable legs and feet.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

NOTE: DUKE MODEL NUMBER SPECIFIED IS NOT AVAILABLE WITH STAINLESS STEEL SIDES OR TOP.
 Manufacturer's name and identification model /number for unit offered: DUKE # E102-G

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

Bid Price \$4,150.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings
TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXT. 210 FAX: 1-601-485-1140

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0005 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2001 TERM

Bid 005

MINIMUM Specifications and Bid Form for three (3) Restaurant /Commercial Type Double Gas Convection Ovens for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Duke" Model E102-G, Double Convection Oven and we hope to receive bids for a range with similar features and specifications. PLEASE NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard / guideline for the equipment needed, all equipment brands offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our needs.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The Commercial /Restaurant Type Double Convection Oven offered should be constructed with a stainless steel exterior front, sides and top, the bottom and sides to be fully insulated with 1-1/2" Thick board-type insulation, top to have 3" thick insulation. The interior should have porcelainized enamel liner with 7/8" radius and coved corners.
2. The unit offered must have two standard depth double sections, each section to include five oven racks each oven section to be powered by a 40,000BTU, high output atmospheric burner system.
3. The unit should have an ignition system with an electronic pilot re-light capability.
3. The unit should be furnished with a main gas shut off valve in the control panel, a built in gas regulator that's completely serviceable from the front.
4. The unit should have a power off/cook switch, dial type thermostat that operates from 200 degrees to 500 degrees F, and a one-hour dial timer with electric buzzer.
6. The unit should have 50/50 independent stainless steel doors with adjustable legs and feet.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS.

Manufacturer's name and identification model /number for unit offered: IMPERIAL IVC 2

Approximate Delivery Date: 10 DAY ARO

Warranty: 1 yr p/l

Bid Price 4472.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: 1/02/01

EQUIPMENT CONCEPTS & DESIGNS
POST OFFICE BOX 494
HATTIESBURG MS 39403-0494

VENDOR: _____

SIGNED BY (Name and Title) Mac Allen Sales Mgr

ADDRESS: _____

TELEPHONE: 601 261 0154 FAX: 601 261 3160

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0006:

TABULATION SHEET FOR BID #0006
3 50 LB. TUBE FIRED GAS FRYERS
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
EQUIPMENT CONCEPTS & DESIGNS	ANETS SILVERLINE 14" GAS FRYER	\$835.00
HOTEL & RESTAURANT SUPPLY	PITCO MODEL SG - 14 GAS FRYER	\$1,950.00
ASSOCIATED FOOD EQUIPMENT	VULCAN MODEL GRS45 GAS FRYER	\$1,154.00

* BIDS WERE OPENED JANUARY 5, 2001

Bid # 0006

MINIMUM Specifications and Bid Form for three (3) Restaurant / Commercial, Tube Fired Gas Fryers for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Pitco Frialator" Model 14 Gas Fryer and hope to receive bids for a unit with similar features. NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard /guideline for the equipment needed, all equipment offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our need.
2. Bid prices are to remain valid for a period of sixty (60) days form the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The fryer should have an integrated gas control valve that act as a manual and pilot valve, automatic pilot valve, gas filter, pressure regulator and automatic main valve. It should have an atmospheric burner system combined with (4) stainless steel heat tubes, utilizing incoloy baffles. the fryer should have a standing pilot light design that provides a ready flame when heat is on, the thermostat should maintain temperatures between 200 and 400 degrees F, the integrated gas control valve should prevent gas flow to the main burner until pilot is established and acts as a manual off all gas flow automatically if the pilot flame goes out
2. The fryer should have a deep cool zone, with minimum 20% total oil capacity to trap burnt particles, crumbs and black specks.
3. The fryer cooking area shall be 14" x 14" (35.6 cm x 35.6 cm) with a cooking depth of 4", Fryer shall be a minimum of 600 square inches. (4,193 sq. cm) heat transfer area, Fryer should have a welded leak-proof fry tank with a super smooth machine preened finish, steel heat baffles mounted in the heat exchanger tubes to provide maximum heating and combustion efficiency.
4. The temperature limit switch should automatically shut off all gas flow if the fryer temperature exceeds 450 degrees F (232 degrees C).
5. The fry should have two nickel plated oblong or square wire mesh cooking baskets, a tube rack, drain line, clean out rod, drain extension, heat deflector and adjustable legs.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS

Manufacturer's name and identification model / number for unit offered: Arts Slicer 14"

Approximate Delivery Date: 2/3 wks

Warranty: 1 yr P/L

Bid Price 835⁰⁰ each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: 1/2/01

VENDOR: EQUIPMENT CONCEPTS & DESIGNS

SIGNED BY (Name and Title) Mac Ale Sales Mgr
HATTIESBURG MS 39403-0494

ADDRESS: _____

TELEPHONE: 601 261 0154 FAX: 601 261 3160

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.
BID #0006 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant / Commercial, Tube Fired Gas Fryers for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Pitco Frialator" Model 14 Gas Fryer and hope to receive bids for a unit with similar features. NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard /guideline for the equipment needed, all equipment offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our need.
2. Bid prices are to remain valid for a period of sixty (60) days form the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The fryer should have an integrated gas control valve that act as a manual and pilot valve, automatic pilot valve, gas filter, pressure regulator and automatic main valve. It should have an atmospheric burner system combined with (4) stainless steel heat tubes, utilizing incoloy baffles. the fryer should have a standing pilot light design that provides a ready flame when heat is on, the thermostat should maintain temperatures between 200 and 400 degrees F, the integrated gas control valve should prevent gas flow to the main burner until pilot is established and acts as a manual off all gas flow automatically if the pilot flame goes out
2. The fryer should have a deep cool zone, with minimum 20% total oil capacity to trap burnt particles, crumbs and black specks.
3. The fryer cooking area shall be 14" x 14" (35.6 cm x 35.6 cm) with a cooking depth of 4", Fryer shall be a minimum of 600 square inches. (4,193 sq. cm) heat transfer area, Fryer should have a welded leak-proof fry tank with a super smooth machine preened finish, steel heat baffles mounted in the heat exchanger tubes to provide maximum heating and combustion efficiency.
4. The temperature limit switch should automatically shut off all gas flow if the fryer temperature exceeds 450 degrees F (232 degrees C).
5. The fry should have two nickel plated oblong or square wire mesh cooking baskets, a tube rack, drain line, clean out rod, drain extension, heat deflector and adjustable legs.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS

Manufacturer's name and identification model / number for unit offered: PITCO # SG-14

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

Bid Price \$1,950.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings
TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXT. 210 FAX: 1-601-485-1140

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.
 BID #0006 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for three (3) Restaurant / Commercial, Tube Fired Gas Fryers for use at the Harrison County Adult Detention / Correctional Facility in Gulfport, MS.

GENERAL:

1. We have inspected the "Pitco Frialator" Model 14 Gas Fryer and hope to receive bids for a unit with similar features. NOTE: the use of a brand name in these specifications is to provide prospective vendors with a product specification standard /guideline for the equipment needed, all equipment offered will be given equal consideration. The bid will be awarded to the vendor who offers the lowest price for equipment that best meets our need.
2. Bid prices are to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices must include delivery and installation, at the H/C Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey, H/County Adult Detention /Correctional Center Support Services Department, office telephone number (228) 896-0640.
5. A detailed copy of the equipment's technical specifications must be sent with all bids.

SPECIFICATIONS: UNIT CONSTRUCTION / CONTROLS AND PERFORMANCE

1. The fryer should have an integrated gas control valve that act as a manual and pilot valve, automatic pilot valve, gas filter, pressure regulator and automatic main valve. It should have an atmospheric burner system combined with (4) stainless steel heat tubes, utilizing incoloy baffles. the fryer should have a standing pilot light design that provides a ready flame when heat is on, the thermostat should maintain temperatures between 200 and 400 degrees F, the integrated gas control valve should prevent gas flow to the main burner until pilot is established and acts as a manual off all gas flow automatically if the pilot flame goes out
2. The fryer should have a deep cool zone, with minimum 20% total oil capacity to trap burnt particles, crumbs and black specks.
3. The fryer cooking area shall be 14" x 14" (35.6 cm x 35.6 cm) with a cooking depth of 4", Fryer shall be a minimum of 600 square inches. (4,193 sq. cm) heat transfer area, Fryer should have a welded leak-proof fry tank with a super smooth machine preened finish, steel heat baffles mounted in the heat exchanger tubes to provide maximum heating and combustion efficiency.
4. The temperature limit switch should automatically shut off all gas flow if the fryer temperature exceeds 450 degrees F (232 degrees C).
5. The fry should have two nickel plated oblong or square wire mesh cooking baskets, a tube rack, drain line, clean out rod, drain extension, heat deflector and adjustable legs.

GAS TYPE REQUIREMENTS MUST BE INCLUDED IN EQUIPMENT SPECIFICATIONS

Manufacturer's name and identification model / number for unit offered: Vulcan GRS45

Approximate Delivery Date: Five (5) weeks after receipt of purchase order

Warranty: One (1) year parts & labor

Bid Price 1,154.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.
 BID #0006 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0007:

TABULATION SHEET FOR BID #0007
(8) FIVE GALLON FOOD SERVICE CONTAINERS
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
ASSOCIATED FOOD EQUIPMENT	CAMBRO "CAMTAINERS" SERVICE CONTAINERS	\$65.00
HOTEL & RESTAURANT SUPPLY	CAMBRO "CAMTAINERS" SERVICE CONTAINERS	\$88.00
SYSCO FOOD SERVICE OF NEW ORLEANS	CAMBRO "CAMTAINERS" SERVICE CONTAINERS	\$90.00
EQUIPMENT CONCEPTS & DESIGNS	CARLISLE "CATERAIDE" SERVICE CONTAINERS	\$92.00

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for Eight (8) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

1. It is the intent of these specifications to secure bids for a Mobile, High Performance, Insulated Service Carrier. We have inspected the Cambro "Camtainers" Insulated Beverage /Soup Carriers and hope to receive bids for units with similar features and specifications. **NOTE:** The use of a brand name in these specifications is to provide prospective vendors with a product specification standard /guideline for the equipment needed. All equipment offered will be given equal consideration.
2. Bid prices are requested to remain valid for a period of sixty (60) days from the bid acceptance date
3. Bid prices must include delivery and installation at the H/ County Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey H/County Adult Detention /Correctional Center Support Services Department telephone (228) 896-0640.
5. A detailed copy of the technical specifications for the equipment being offered must be sent with bids.

SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

1. Units should be constructed of single-molded seamless, double-wall, high-density polyethylene, textured scratch-resistant exterior, molded-in handles with recessed stainless steel latches.
2. Units should have a drip proof recessed spigot that allows convenient access, optional easy serve dispenser lever that attaches easily for easy and even beverage dispensing.
3. Units should have raised edges and spill proof rims to prevent spills and leaks during transport.
4. Units should have vent caps to equalize pressure and release steam.
5. Units offered should include self-adhesive beverage labels for quick identification of content.
6. Units offered must have a minimum ninety-one (91), seven- (7) ounce cup serving capacity.
7. Units should be energy efficient and the insulated cabinets should provide hot or cold temperature retention until contents are served.

Manufacturer's name and identification model /number for unit offered: same

Approximate Delivery Date: Two (2) weeks after receipt of purchase order

Warranty: _____

BID PRICE FOR FIVE (5) GALLON INSULATED CONTAINERS \$ 65.00 EACH

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0007 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for Eight (8) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

1. It is the intent of these specifications to secure bids for a Mobile, High Performance, Insulated Service Carrier. We have inspected the Cambro "Camtainers" Insulated Beverage /Soup Carriers and hope to receive bids for units with similar features and specifications. **NOTE:** The use of a brand name in these specifications is to provide prospective vendors with a product specification standard /guideline for the equipment needed. All equipment offered will be given equal consideration.
2. Bid prices are requested to remain valid for a period of sixty (60) days from the bid acceptance date
3. Bid prices must include delivery and installation at the H/ County Adult Detention /Correctional Facility.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey H/County Adult Detention /Correctional Center Support Services Department telephone (228) 896-0640.
5. A detailed copy of the technical specifications for the equipment being offered must be sent with bids.

SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

1. Units should be constructed of single-molded seamless, double-wall, high-density polyethylene, textured scratch-resistant exterior, molded-in handles with recessed stainless steel latches.
2. Units should have a drip proof recessed spigot that allows convenient access, optional easy serve dispenser lever that attaches easily for easy and even beverage dispensing.
3. Units should have raised edges and spill proof rims to prevent spills and leaks during transport.
4. Units should have vent caps to equalize pressure and release steam.
5. Units offered should include self-adhesive beverage labels for quick identification of content.
6. Units offered must have a minimum ninety-one (91), seven- (7) ounce cup serving capacity.
7. Units should be energy efficient and the insulated cabinets should provide hot or cold temperature retention until contents are served.

Manufacturer's name and identification model /number for unit offered: CAMBRO # 500 LCD

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

BID PRICE FOR FIVE (5) GALLON INSULATED CONTAINERS \$ 88.00 EACH

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY: (Name and Title) Tommy Rawlings
TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXT. 210 FAX: 1-601-485-1140

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0007 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for Eight (8) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

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5. A detailed copy of the technical specifications for the equipment being offered must be sent with bids.

SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

1. Units should be constructed of single-molded seamless, double-wall, high-density polyethylene, textured scratch-resistant exterior, molded-in handles with recessed stainless steel latches.
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4. Units should have vent caps to equalize pressure and release steam.
5. Units offered should include self-adhesive beverage labels for quick identification of content.
6. Units offered must have a minimum ninety-one (91), seven- (7) ounce cup serving capacity.
7. Units should be energy efficient and the insulated cabinets should provide hot or cold temperature retention until contents are served.

Manufacturer's name and identification model /number for unit offered: Cambro 500LCD
 Approximate Delivery Date: 2-4 wk ARO
 Warranty: 1 yr. manufacturer's defects

BID PRICE FOR FIVE (5) GALLON INSULATED CONTAINERS \$ 90.⁰⁰ EACH

Colors available: Must specify color
D. Brown, Buck Red, Green, Black, Lt. Pink, Rusty Rose, Navy Blue, Slate Blue, Cold Blue, Copper Beige
 I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: Dec 19 2000
 VENDOR: Supco Foodservice of N.O.
 SIGNED BY (Name and Title) Cheyl Dupree Sr. Sp. Spec.
 ADDRESS: 1451 River Oaks West Havelon, La 70123
 TELEPHONE: 504 731 3813 FAX: 504 731 3805

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Bid 0007

MINIMUM Specifications and Bid Form for Eight (8) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

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3. Bid prices must include delivery and installation at the H/ County Adult Detention /Correctional Facility.
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5. A detailed copy of the technical specifications for the equipment being offered must be sent with bids.

SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

1. Units should be constructed of single-molded seamless, double-wall, high-density polyethylene, textured scratch-resistant exterior, molded-in handles with recessed stainless steel latches.
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4. Units should have vent caps to equalize pressure and release steam.
5. Units offered should include self-adhesive beverage labels for quick identification of content.
6. Units offered must have a minimum ninety-one (91), seven- (7) ounce cup serving capacity.
7. Units should be energy efficient and the insulated cabinets should provide hot or cold temperature retention until contents are served.

Manufacturer's name and identification model /number for unit offered: LD500W

Approximate Delivery Date: 5/10 Day ARO

Warranty: 0

Latches are made Nylon want ~~not~~ just not metal

BID PRICE FOR FIVE (5) GALLON INSULATED CONTAINERS \$ 92⁰⁰ EACH

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: 1/02/01
EQUIPMENT CONCEPTS & DESIGNS
POST OFFICE BOX 494
HATTIESBURG MS 39403-0494

VENDOR: _____

SIGNED BY (Name and Title) Max Allen

ADDRESS: _____

TELEPHONE: 601 261 0154 FAX: 601 261 3160

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0008:

TABULATION SHEET FOR BID #0008
(6) 2.5 GALLON FOOD SERVICE CONTAINERS
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
ASSOCIATED FOOD EQUIPMENT	CAMBRO "CAMTAINERS" SERVICE CONTAINERS	\$76.00
HOTEL & RESTAURANT SUPPLY	CAMBRO "CAMTAINERS" SERVICE CONTAINERS	\$78.25
SYSCO FOOD SERVICE OF NEW ORLEANS	CAMBRO "CAMTAINERS" SERVICE CONTAINERS	\$80.50
EQUIPMENT CONCEPTS & DESIGNS	CARLISLE "CATERAIDE" SERVICE CONTAINERS	\$84.90

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for Six (6) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

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5. A detailed copy of the technical specifications for the equipment being offered must be sent with bids.

SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

1. Units should be constructed of single-molded seamless, double-wall, high-density polyethylene, textured scratch-resistant exterior, molded-in handles with recessed stainless steel latches.
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4. Units should have vent caps to equalize pressure and release steam.
5. Units offered should include self-adhesive beverage labels for quick identification of content.
6. Units offered must offer a minimum forty-five (45), seven- (7) ounce cup serving capacity.
7. Units should be energy efficient and the insulated cabinets should provide hot or cold temperature retention until contents are served.

Manufacturer's name and identification model /number for unit offered: Same

Approximate Delivery Date: Two (2) weeks after receipt of purchase order

Warranty: _____

BID PRICE FOR TWO AND ONE HALF (2-1/2) GALLON INSULATED CONTAINERS \$ 76.00 EACH

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) *Paul Watts*
Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0008 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for Six (6) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

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Manufacturer's name and identification model /number for unit offered: CAMBRO # 250 LCD

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

BID PRICE FOR TWO AND ONE HALF (2-1/2) GALLON INSULATED CONTAINERS \$ 78.25 EACH

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings
 TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651 EXT. 210 FAX: 1-601-485-1140

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BID #0008 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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MINIMUM Specifications and Bid Form for Six (6) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

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7. Units should be energy efficient and the insulated cabinets should provide hot or cold temperature retention until contents are served.

Manufacturer's name and identification model /number for unit offered: CAMBRO 250LCD

Approximate Delivery Date: 2-4 wks ARO

Warranty: 1 yr. Manufacturer's defect.

BID PRICE FOR TWO AND ONE HALF (2-1/2) GALLON INSULATED CONTAINERS \$ 80.50 EACH

MUST SPECIFY COLOR - COLORS AVAILABLE: Quaty Rose, Navy Blue, slate blue, Gold Blue, Coffee Budge, D. Burn, Buck: Red, Green, Black
 I certify the equipment being offered meets or exceeds the foregoing specifications. *Print Red*

DATE: 12/19/2000

VENDOR: Supco Foodservice of New Orleans

SIGNED BY (Name and Title) Cheryl Duhane Supply & Equip. Spec

ADDRESS: 1457 River Oaks West Dardenham La 70123

TELEPHONE: 504 731 3813 FAX: 504 731 3805

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Bid 0008

MINIMUM Specifications and Bid Form for Six (6) Restaurant /Hotel Type Insulated Beverage /Soup Service Containers for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

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6. Units offered must offer a minimum forty-five (45), seven- (7) ounce cup serving capacity.
7. Units should be energy efficient and the insulated cabinets should provide hot or cold temperature retention until contents are served.

Manufacturer's name and identification model /number for unit offered: Carlisle # LD250N

Approximate Delivery Date: 5-10 DAYS ARO

Warranty: NONE

latches are from MyLex /won't rust/ NOT METAL

BID PRICE FOR TWO AND ONE HALF (2-1/2) GALLON INSULATED CONTAINERS \$ 84.90 EACH

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: 1/02/01

VENDOR: EQUIPMENT CONT

SIGNED BY (Name and Title) Mac Allen Sales Rep

ADDRESS: PO Box 494, HATTISBURG, MS 39403

TELEPHONE: 601 261 0154 FAX 601 261 3160

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The following bids were received for Bid #0009:

TABULATION SHEET FOR BID #0009
(10) HEAVY DUTY HEATED TRANSPORT CARTS
FOR THE HARRISON COUNTY JAIL

BIDDER	MANUFACTURER /MODEL	BID PRICE EACH
HOTEL & RESTAURANT SUPPLY	CARTER HOFFMAN MODEL PH1470 TRANSPORT CART	\$3,690.00
ASSOCIATED FOOD EQUIPMENT	CARTER HOFFMAN MODEL PH1470 TRANSPORT CART	\$3,750.00
EQUIPMENT CONCEPTS & DESIGN	HOT FOOD BOX MODEL CMP-C-16D-2 TRANSPORT CART	\$3,902.00

* BIDS WERE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for Ten (10) Heavy Duty Transport /Delivery Carts for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

1. It is the intent of these specifications to secure bids for a Mobile, Heavy Duty Transport /Delivery Cart. We have inspected the "Carter-Hoffman" Model PH1470 Insulated Transport Carts and hope to receive bids for units with similar features and specifications. **NOTE:** The use of a brand name in these specifications is to provide prospective vendors with a product specification standard /guideline for the equipment needed. All equipment offered will be given equal consideration.
2. Bid prices are requested to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices shall include delivery and installation, on site in the Harrison County Jail's kitchen.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey H/County Adult Detention /Correctional Center Support Services Department telephone (228) 896-0640.
5. A detailed copy of the technical specifications for the equipment being offered must be sent with bids.

SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

1. Units should be constructed of nickel bearing type 300 series stainless steel, 20 gauge polished exterior wall with a 24-gauge interior. The base frame should be 12 gauge stainless steel full depth-bolsters 1" x 1" 14 gauge stainless steel perimeter tube supports welded to the bolsters, feature a completely welded cabinet construction and top corners with outer cabinet formed to base and welded. All seams should be turned in to eliminate raw edges.
2. The unit should have high-density fiberglass, full 1" thick continuous wrap around insulation.
3. The unit should have a non-marking vinyl bumper set in heavy-duty 3/16" thick extruded aluminum frame with reinforced corner "cut-offs", secured in place with 12 gauge angle brackets welded to the cart and bolted through the bumper.
4. The unit should have non-removable, flush mounted design of double panel stainless steel, with 20 gauge Polished exterior and 20 gauge interior filled with 1" thick high-density fiberglass insulation. All hinges to Be 3/8" diameter stainless steel rod pins fully welded to the cabinet and walls.
5. Unit should have slide racks and modules that can be removed easily without tools, for cleaning. It should be energy efficient and the insulated cabinets should keep prepared food safely warm until it is served.

Manufacturer's name and identification model /number for unit offered: CARTER HOFFMAN PH1470 (60 TRAY)

CARTER HOFFMAN PH1490 (90 TRAY)

Approximate Delivery Date: FOUR (4) WEEKS

Warranty: ONE (1) YEAR PARTS & LABOR.

Bid Price \$ \$3,690.00 each FOR PH1470 (60 TRAY CAPACITY)

BID PRICE \$ 4,130.00 EACH FOR # PH1490 (90 TRAY CAPACITY)

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: DECEMBER 29, 2000

VENDOR: HOTEL & RESTAURANT SUPPLY

SIGNED BY (Name and Title) Tommy Rawlings
TOMMY RAWLINGS - CONTRACT MANAGER

ADDRESS: 2215 OLD MARION ROAD, MERIDIAN, MS 39301

TELEPHONE: 1-800-782-6651

FAX: 1-601-485-1140

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BID #0009 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MINIMUM Specifications and Bid Form for Ten (10) Heavy Duty Transport /Delivery Carts for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

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2. Bid prices are requested to remain valid for a period of sixty (60) days from the bid acceptance date.
3. Bid prices shall include delivery and installation, on site in the Harrison County Jail's kitchen.
4. Technical questions not addressed in these specifications should be directed to Captain Rupert H. Lacey H/County Adult Detention /Correctional Center Support Services Department telephone (228) 896-0640.
5. A detailed copy of the technical specifications for the equipment being offered must be sent with bids.

SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

1. Units should be constructed of nickel bearing type 300 series stainless steel, 20 gauge polished exterior wall with a 24-gauge interior. The base frame should be 12 gauge stainless steel full depth bolsters 1" x 1" 14 gauge stainless steel perimeter tube supports welded to the bolsters, feature a completely welded cabinet construction and top corners with outer cabinet formed to base and welded. All seams should be turned in to eliminate raw edges.
2. The unit should have high-density fiberglass, full 1" thick continuous wrap around insulation.
3. The unit should have a non-marking vinyl bumper set in heavy-duty 3/16" thick extruded aluminum frame with reinforced corner "cut-offs", secured in place with 12 gauge angle brackets welded to the cart and bolted through the bumper.
4. The unit should have non-removable, flush mounted design of double panel stainless steel, with 20 gauge Polished exterior and 20 gauge interior filled with 1" thick high-density fiberglass insulation. All hinges to be 3/8" diameter stainless steel rod pins fully welded to the cabinet and walls.
5. Unit should have slide racks and modules that can be removed easily without tools, for cleaning. It should be energy efficient and the insulated cabinets should keep prepared food safely warm until it is served.

Manufacturer's name and identification model /number for unit offered: Carter Hoffman #PH1470

Approximate Delivery Date: Four (4) weeks after receipt of purchase order

Warranty: One (1) year parts & labor

Bid Price \$ 3,750.00 each

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: January 4, 2000

VENDOR: Associated Food Equipment & Supplies, Inc.

SIGNED BY (Name and Title) *Paul Watts*

Paul Watts, Sales Representative

ADDRESS: 10381 Express Drive Gulfport, MS 39503

TELEPHONE: 228-896-0043 FAX: 228-896-9032

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #0009 TO BE OPENED JANUARY 5, 2001

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2001 TERM

Bid # 0009

MINIMUM Specifications and Bid Form for Ten (10) Heavy Duty Transport /Delivery Carts for use at the Harrison County Adult Detention /Correctional Facility in Gulfport, MS.

GENERAL:

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SPECIFICATIONS: UNIT CONSTRUCTION /CONTROLS AND PERFORMANCE:

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2. The unit should have high-density fiberglass, full 1" thick continuous wrap around insulation.
3. The unit should have a non-marking vinyl bumper set in heavy-duty 3/16" thick extruded aluminum frame with reinforced corner "cut-offs", secured in place with 12 gauge angle brackets welded to the cart and bolted through the bumper.
4. The unit should have non-removable, flush mounted design of double panel stainless steel, with 20 gauge Polished exterior and 20 gauge interior filled with 1" thick high-density fiberglass insulation. All hinges to be 3/8" diameter stainless steel rod pins fully welded to the cabinet and walls.
5. Unit should have slide racks and modules that can be removed easily without tools, for cleaning. It should be energy efficient and the insulated cabinets should keep prepared food safely warm until it is served.

Manufacturer's name and identification model /number for unit offered: Hot Food Box

Approximate Delivery Date: 6 WK / ARO M22-MOD-CORR-HEADC

Warranty: 1 year Parts 90 Day Labor

Bid Price \$ 3902.00 each

This box is custom Made
 To meet above specs.

I certify the equipment being offered meets or exceeds the foregoing specifications.

DATE: 1/02/01

VENDOR: EQUIPMENT CONCEPTS & DESIGNS
POST OFFICE BOX 494
HATTIESBURG, MS 39403-0494

SIGNED BY (Name and Title) Mac Allen

ADDRESS: _____

TELEPHONE: 601 261 0154 FAX: 601 261 3160

PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

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The Board does hereby find as follows:

1. That the bid of Associated Food Equipment in the amount of SIX THOUSAND FIVE HUNDRED FOURTEEN AND 00/100 DOLLARS (\$6,514.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0001, One 40 gallon tilt skillet, and that said bid is reasonable and fair and should be accepted.
2. That the bid of Equipment Concepts & Designs in the amount of ONE THOUSAND NINE HUNDRED FIVE AND 00/100 DOLLARS (\$1,905.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0002, Three heavy-duty gas griddles, and that said bid is reasonable and fair and should be accepted.
3. That the bid of Associated Food Equipment in the amount of NINE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$9,950.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0003, Three 60-gallon tilt kettles, and that said bid is reasonable and fair and should be accepted.
4. That the bid of Associated Food Equipment in the amount of TWO THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 00/100 DOLLARS (\$2,758.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0004, One six-burner gas range, and that said bid is reasonable and fair and should be accepted.
5. That the bid of Associated Food Equipment in the amount of THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$3,875.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0005, Three gas double section convention ovens, and that said bid is reasonable and fair and should be accepted.
6. That the bid of Equipment Concepts & Designs in the amount of EIGHT HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$835.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0006, Three

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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50-lb. tube fired gas fryers, and that said bid is reasonable and fair and should be accepted.

7. That the bid of Associated Food Equipment in the amount of SIXTY-FIVE AND 00/100 DOLLARS (\$65.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0007, Eight five-gallon food service containers, and that said bid is reasonable and fair and should be accepted.

8. That the bid of Associated Food Equipment in the amount of SEVENTY-SIX AND 00/100 DOLLARS (\$76.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0008, Six 2.5-gallon food service containers, and that said bid is reasonable and fair and should be accepted.

9. That the bid of Hotel & Restaurant Supply in the amount of THREE THOUSAND SIX HUNDRED NINETY AND 00/100 DOLLARS (\$3,690.00) is the lowest bid meeting specifications and, therefore, the best received for Bid #0009, Ten heavy duty heated transport carts, and that said bid is reasonable and fair and should be accepted.

IT IS, THEREFORE, ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the following bids are HEREBY ACCEPTED:

1. Bid of Associated Food Equipment in the amount of SIX THOUSAND FIVE HUNDRED FOURTEEN AND 00/100 DOLLARS (\$6,514.00) for Bid #0001, One 40 gallon tilt skillet.

2. Bid of Equipment Concepts & Designs in the amount of ONE THOUSAND NINE HUNDRED FIVE AND 00/100 DOLLARS (\$1,905.00) for Bid #0002, Three heavy-duty gas griddles.

3. Bid of Associated Food Equipment in the amount of NINE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$9,950.00) for Bid #0003, Three 60-gallon tilt kettles.

4. Bid of Associated Food Equipment in the amount of TWO THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 00/100 DOLLARS (\$2,758.00) for Bid #0004, One six-burner gas range.

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5. Bid of Associated Food Equipment in the amount of THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$3,875.00) for Bid #0005, Three gas double section convention ovens.

6. Bid of Equipment Concepts & Designs in the amount of EIGHT HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$835.00) for Bid #0006, Three 50-lb. tube fired gas fryers.

7. Bid of Associated Food Equipment in the amount of SIXTY-FIVE AND 00/100 DOLLARS (\$65.00) for Bid #0007, Eight five-gallon food service containers.

8. Bid of Associated Food Equipment in the amount of SEVENTY-SIX AND 00/100 DOLLARS (\$76.00) for Bid #0008, Six 2.5-gallon food service containers.

9. Bid of Hotel & Restaurant Supply in the amount of THREE THOUSAND SIX HUNDRED NINETY AND 00/100 DOLLARS (\$3,690.00) for Bid #0009, Ten heavy duty heated transport carts.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER AUTHORIZING PURCHASE OF FOUR ORION RADIOS AT A
 COST OF \$14,259, PAYABLE FROM ACCOUNT 058-266-936,
 SAME TO BE PURCHASED UNDER MS DEPT. OF INFORMATION
 TECHNOLOGY SYSTEM (ITS) PURSUANT TO MOTOR CARRIER
 GRANT RFP:3119 EXPIRING MARCH 31, 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE purchase of four Orion
 Radios at a cost of \$14,259, payable from account 058-266-936, same to be
 purchased under MS Department of Information Technology System (ITS)
 pursuant to Motor Carrier Grant RFP:3119 expiring March 31, 2001.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the
 above and foregoing Order, whereupon the President put the question to a
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
 the Supervisors present, the President then declared the motion carried and
 the Order adopted.

THIS, the 8th day of January 2001.

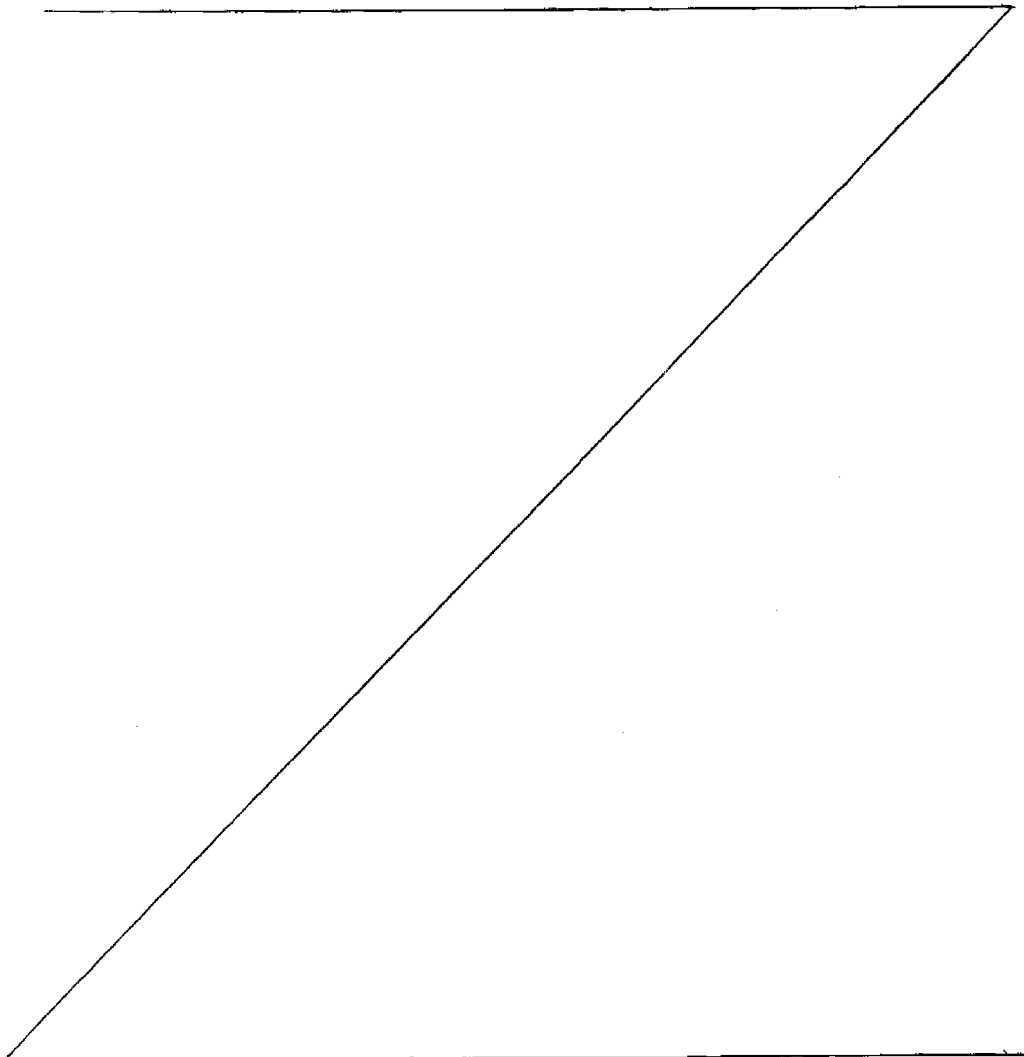
* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF SHAW DESIGN GROUP,
P.A. FOR RENOVATIONS AND SECURITY UPGRADES AT THE
HARRISON COUNTY ADULT DETENTION FACILITY FOR SECURITY
ELECTRONICS UPGRADE IN CELL BLOCKS B&D, CENTRAL
CONTROL ROOM, AND MEDICAL ROOM, AND AUTHORIZING THE
BOARD PRESIDENT TO EXECUTE THE CONTRACT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Shaw
Design Group, P.A. for renovations and security upgrades at the Harrison
County Adult Detention Facility for security electronics upgrade in cell blocks
B&D, central control room, and medical room, and authorizing the Board
President to execute the contract, which is as follows:



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E A M E R I C A N I N S T I T U T E O F A R C H I T E C T S



AIA Document B141

**Standard Form of Agreement Between
 Owner and Architect**

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
 AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the Second (2nd) day of January in the year of
~~XXXXXX~~ Two Thousand One (2001)

BETWEEN the Owner: Harrison County
 (Name and address) P.O. Drawer CC
 Gulfport, MS 39502

and the Architect: Shaw Design Group, P.A.
 (Name and address) 2503 13th Street
 Gulfport, MS 39501

For the following Project:
 (Include detailed description of Project, location, address and scope.)

Commission 2023.4
 Renovations and Security Up-Grades
 Harrison County Adult Detention Facility
 Security and Life Safety Improvements
 Security Electronics Up-Grade in Cell Blocks "B" & "D"
 Central Control Room and Medical Room
 Harrison County, MS

The Owner and Architect agree as set forth below.

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B141-1987 1

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

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2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and final decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner, if services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.3 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B191 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

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3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2001 TERM

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7 ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, merger or in any other manner, an additional person or entity not a party to this Agreement.

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except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

1. Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or schematic Design Phase; or

2. Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
3. Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

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the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.3.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.3.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of N/A Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services. Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases in which particular methods of compensation apply, if necessary.)

Eight percent (8%) of total construction contract. Hourly basis as listed in Article 11.3.2

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11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	Fifteen Percent	percent (15 %)
Design Development Phase:	Twenty Percent	percent (20 %)
Construction Documents Phase:	Forty Percent	percent (40 %)
Bidding or Negotiation Phase:	Five Percent	percent (5 %)
Construction Phase:	Twenty Percent	percent (20 %)
Total Basic Compensation:		one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

See Article 11.3.2 for fee rates for additional services.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

At the hourly rates of:

Principal	\$80.00	Interior Designer	\$70.00
Architect	\$70.00	Estimator	\$70.00
Engineer/Senior Designer	\$75.00	Specification Writer	\$70.00
Engineer/On-Site Service Designer	\$75.00	Drafter/CADD Operator	\$45.00
	\$55.00	Construction Inspector	\$70.00
		Clerical	\$30.00

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (1.10) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable (Thirty) (30) days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

N/A

(Identify laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations as the Owner's (and Architect's) principal place of business. The location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to details of municipalities, and also regarding requirements such as written consents of owners.)

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11.3.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER Harrison County Board of Supervisors ARCHITECT Shaw Design Group, P.A.

(Signature)

Philip W. Shaw

(Signature)

Larry Benefield, President
(Printed name and title)

Philip W. Shaw, Architect
(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

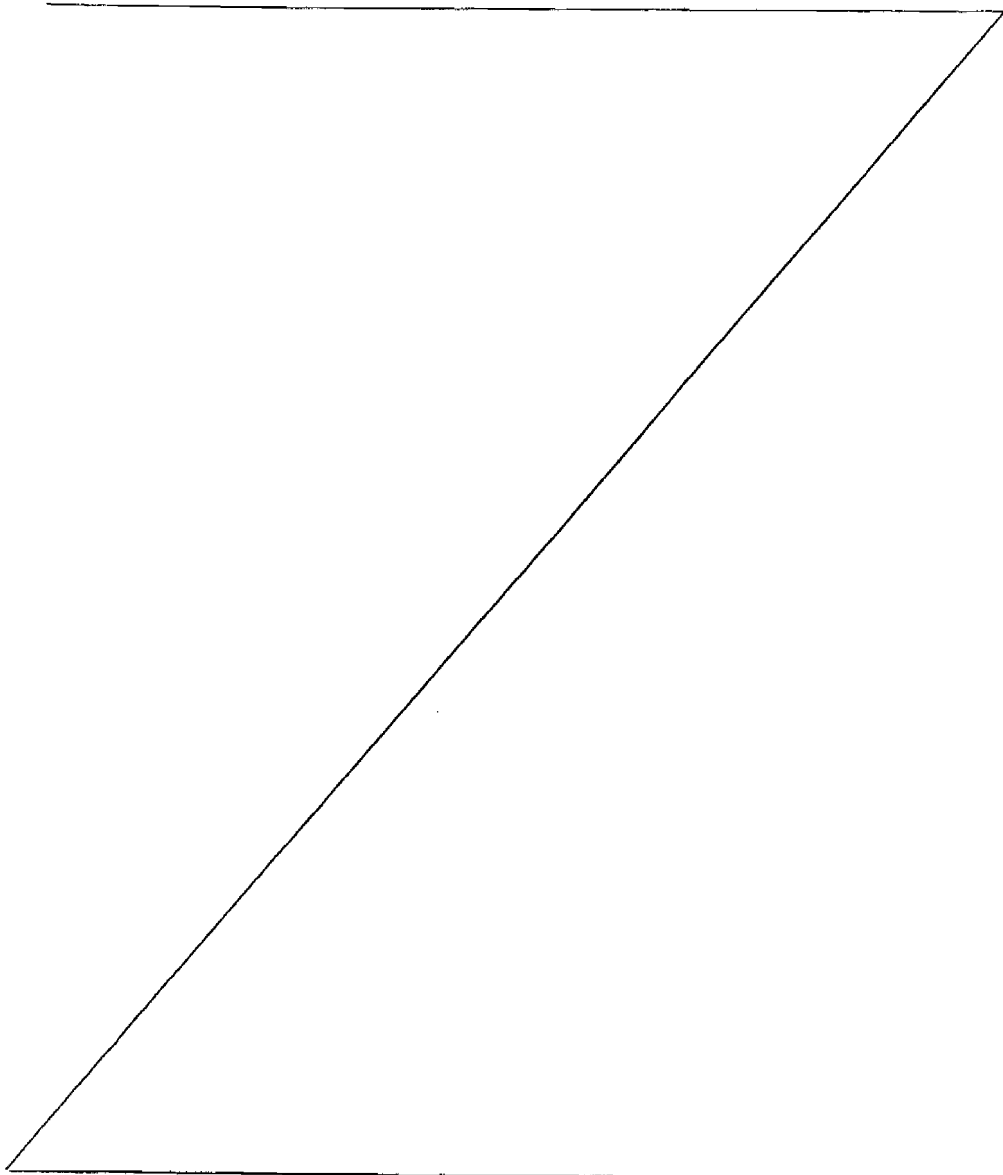
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER DECLARING AN EMERGENCY IN CELL BLOCK B AT THE
HARRISON COUNTY ADULT DETENTION FACILITY AND
APPROVING THE EMPLOYMENT OF HAYNES ELECTRIC CO., INC.
TO REPAIR ELECTRONICS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY DECLARE an emergency in Cell Block B
at the Harrison County Adult Detention Facility and approving the employ-
ment of Haynes Electric Co., Inc. to repair electronics, as evidenced by the
following from architect Philip W. Shaw, Jr.:



January 11, 2001

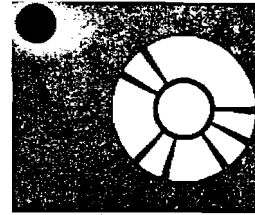
Mr. Joe Meadows
Attorney at Law
1720 23rd Avenue
Gulfport, MS 39501

Ref: Commission 2023
Renovate Adult Detention Facility
Harrison County, MS

Dear Mr. Meadows:

On Friday, September 5, 2001, the automatic door controls for Cell Block B ceased functioning properly and would not activate the automatic door locks. Two prisoners had to have their door locks dismantled to be released from their cells. The Adult Detention Facility maintenance staff tried over the weekend to restore the functioning of the system but was unable to do so. Repair parts are not available since the original vendor has exited this business. Maintenance personnel were not able to use the parts from Cell Blocks A & C which had been replaced earlier as Cell Block B controls are a different voltage.

In my professional opinion, the described problem constitutes a life safety emergency. All cells now must be manually opened and closed by guards using a key. Besides being dangerous to the guards and time consuming, the Cell Blocks now violate the Standard Building Code and Life Safety Code because the level of confinement is now manual instead of automatic, which is a significant risk to the inmates in the event of a fire or similar emergency.



S H A W
DESIGN GROUP P.A.
ARCHITECTURE+INTERIOR DESIGN

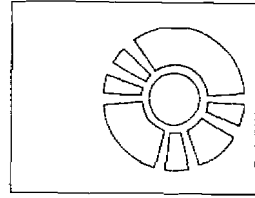
C O N S U L T A N T S
FOR
THE
C O N S T R U C T E D
E N V I R O N M E N T
S I N C E 1 9 0 6

P. O. BOX 1147
GULFPORT, MISSISSIPPI 39502
2503 13TH STREET
PHONE: (228) 864-1202
FAX: (228) 864-2439
COASTARC@BELLSOUTH.NET



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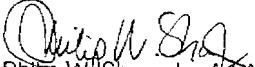
Mr. Joe Meadows
January 11, 2001

It is my recommendation that the Harrison County Board of Supervisors under take the repairs to this system on an emergency basis.

If you have any questions concerning this letter and its recommendations, please do not hesitate to call on me.

Sincerely,

SHAW DESIGN GROUP, P.A.


Philip W. Shaw, Jr., A.I.A.
Architect

PWS/ayr

2023/1.02



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Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING CLAIMS DOCKET, PER STATUTE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE the following Claims
Docket, per statute:

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY FUND	3115	3331
004	SHERIFF'S FORFEITURE FUND	16	16
007	PUBLIC SAFETY FUND	9	9
025	STATE TOBACCO GRANT	29	33
050	SHERIFF'S FEDERAL FORFEITURE	20	20
051	RSVP FEDERAL	10	10
057	LOCAL LAW ENFORCE BLOCK GRANT	32	32
104	RECORD MANAGEMENT FUND	7	7
105	HARRISON COUNTY DEVELOPMENT	8	9
113	G/C JR COL MAINTENANCE FUND	4	4
114	G/C JR COL CAPITAL FUND	4	4
121	H/C FIRE DISTRICTS	134	139
122	STATE PORT AT GULFPORT	6	6
124	REG AIRPORT AUTHORITY FUND	6	6
125	SPECIAL REAPPRAISAL FUND	22	25
126	ESCROW FUND	105	115
129	D'IBERVILLE E/S DISTRICT	4	4
130	P/C H/P WATER & SEWER DIST	4	4
150	ROAD FUND	837	897
156	ROAD PROTECTION FUND	166	172
160	BRIDGE & CULVERT FUND	99	104
210	GENERAL COUNTY B & I SKG FUND	34	36
260	COUNTY PORT B & I SINK FUND	12	12
303	MS DEVELOPMENT BANK \$10M	49	53

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304	MS DEVELOPMENT BANK JAIL REPAIR	9	9
305	G O PUBLIC IMP 96B \$1.1	2	2
306	G O PUBLIC IMP 96A \$6.8	1	2
330	G O PUBLIC IMP 96A \$6.8	8	8
361	G O YOUTH DETENTION	9	9
370	G O BONDS, SERIES 1998	119	122
400	SHERIFF'S CANTEEN FUND	59	63
620	EXCESS FUND	10	11
622	911 EMER COMMUNICATIONS SYSTEM	53	57
681	PAYROLL CLEARING FUND	138	147

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER APPROVING TORT CLAIMS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following tort claims:

- 1) \$1,689.93 to Meadows Riley Law Firm, as listed:
 - a) Marsha Garrett, \$50.00
 - b) Herbert Hanson, \$864.93
 - c) Houston Sumrall, \$550.00
 - d) Lapaz Stewart, \$25.00
 - e) Constance Tolby, \$100.00
 - f) Judy Robbins, \$100.00.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER AUTHORIZING PAYMENT OF CLAIMS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following claims:

- 1) \$32,639.30 to Shaw Design for professional services rendered on renovations to the Adult Detention Facility for Jail Fencing, Invoice No. 2023.1-4, payable from #304-238-581.
- 2) \$9,600.00 to Tri-State Mapping & Appraisal Service, Inc. for services rendered on consulting and mapping services, payable from #125-153-581.
- 3) \$4,183.41 to Dukes, Dukes, Keating & Faneca, P.A., as listed:
 - a) \$645.32 for Harrison County Emergency 911 Commission, payable from #622-100-581.
 - b) \$3,538.09 for Harrison County Sheriff's Department regarding Administrative File, payable from #001-211-550.
- 4) \$7,311.51 to Meadows Riley Law Firm, general county business for month of December 2000.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING APPLICATION AND CERTIFICATE FOR PAYMENT NO. 04 OF \$59,540.40 TO MANDAL'S, INC. FOR RENOVATION OF HARRISON COUNTY BILOXI JAIL TO A JUVENILE DETENTION FACILITY, AS RECOMMENDED BY SHAW DESIGN GROUP, P.A.

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Application and Certificate for Payment No. 04 of \$59,540.40 to Mandal's, Inc. for renovation of Harrison County Biloxi Jail to a Juvenile Detention Facility, as recommended by Shaw Design Group, P.A., payable from #361-223-581.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

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MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING REDEMPTION FOR ERRONEOUS TAX SALES IN
THE FIRST JUDICIAL DISTRICT, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE redemption for erroneous
tax sales in the First Judicial District, as follows:

- a) \$420.48, Parcel #0212P-01-033.003 (change class to I).

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER SPREADING ON THE MINUTES OF THE BOARD THE
 CERTIFICATE OF SATISFACTORY COMPLETION OF WORK
 PERFORMED BY MUNTERS MOISTURE CONTROL SERVICES**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES OF THE
 BOARD the following Certificate of Satisfactory Completion of work
 performed by Munters Moisture Control Services:



WORK AUTHORIZATION FORM

FROM:	TO: Munters Moisture Control Services
SUBJECT: Work Authorization	

I hereby authorize Munters Moisture Control Services to perform temporary drying and other services described in the Cost Proposal Summary/Cost Estimate/Discription of Services forms dated _____
 Work will conclude on/about _____

AUTHORIZED SIGNATURE	TITLE:	DATE:
TYPE OR PRINT NAME ABOVE.		

SATISFACTORY COMPLETION

FROM: <i>Harrison County Chancery Clerk</i>	TO: Munters Moisture Control Services
SUBJECT: Satisfactory Completion	

This is to certify that I/we have inspected all work performed by Munters Moisture Control Services as described in the Cost Proposal Summary dated 11/8/2000.

I/we have found this work to be completed to my/our satisfaction.

AUTHORIZED SIGNATURE: <i>[Signature]</i>	TITLE: Land Records Clerk	DATE: 12-29-2000
TYPE OR PRINT NAME ABOVE:		MCS REPRESENTATIVE: <i>[Signature]</i>

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF AUDITED FINANCIAL
STATEMENTS OF MEMORIAL HOSPITAL AT GULFPORT FOR
SEPTEMBER 30, 2000 AND 1999, SAME BEING ON FILE WITH THE
CLERK OF THE BOARD**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT of the audited
financial statements of Memorial Hospital at Gulfport for September 30, 2000
and 1999, same being on file with the Clerk of the Board.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above
and foregoing Order, whereupon the President put the question to a vote
with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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ROLLER SHELVING TO CONSIST OF THE FOLLOWING COMPONENTS:

\$ 4,119.00

7-S117 ROLLER UNITS (71 X 19 X 21 7/16") STARTER UNITS
7-S117 ANNEX UNITS

POINT OF CONTACT:

BUSINESS SYSTEMS & CONSULTANTS
830 WEST GARDEN ST. SUITE B
PENSACOLA, FLORIDA 32301
ATTN: MIKE ROMANO
PHO # (850) 433-1200
FAX # (850) 433-1221
E-MAIL mikeromano@bscsolutions.com

P.02

850+433+1221

DEC-18-00 MON 12:03 PM

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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IT IS FURTHER ORDERED that the Board does HEREBY APPROVE budget amendment for said purchase.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor **BOBBY ELEUTERIUS** voted AYE

Supervisor **LARRY BENEFIELD** voted AYE

Supervisor **MARLIN R. LADNER** voted AYE

Supervisor **WILLIAM W. MARTIN** voted AYE

Supervisor **CONNIE M. ROCKCO** voted AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

ORDER APPROVING \$3,475.20 PURCHASE OF ADDITIONAL CARRIAGE FOR MOVEABLE SHELVING FOR THE CHANCERY CLERK'S SECOND JUDICIAL DISTRICT RECORDS VAULT, FROM ADVANCED BUSINESS SYSTEMS, PER QUOTES RECEIVED, PAYABLE FROM #001-151-934 AND APPROVING BUDGET AMENDMENT THEREFOR

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does **HEREBY APPROVE** \$3,475.20 purchase of additional carriage for moveable shelving for the Chancery Clerk's Second Judicial District Records Vault, from Advanced Business Systems, per the following quotations received and payable from #001-151-934:

JOB ESTIMATE

ADVANCED BUSINESS SYSTEMS
 7085 MENGE AVENUE
 PASS CHRISTIAN, MS 39571

(228) 452-1900
 FAX (228) 452-1900 OR WWW.adv-businesssolutions.com

Date: 12/7/00
 Job Number: 24-3302
 Harrison County Chancery Clerk
 1801 23rd Ave.
 Gulfport MS 39501

We are pleased to submit the following cost estimate.
Job Description: Additional Carriage for Biloxi Moveable Shelving

MATERIALS			
QUANTITY	DESCRIPTION	PRICE	TOTAL
1	M20 AISLE SAFETY LOCKS WITH GEAR DRIVE	265.00	265.00
1	3500 04494 HANDLES AND ASSEMBLY	85.00	85.00
1	3100 MA 180.30 OFFICE 1000 CARRIAGES (1000 LBS PER SQ. FT.)	1,840.00	1,840.00
1	300 89 MSP END PANELS	400.00	400.00
1	LCT-9-3630-7 SHELF STARTER UNIT	560.80	560.80
2	TOT-9-4830-7 SHELF ADDER UNITS	597.30	1,194.60
*** This carriage will have steel backs to allow the entire system to be locked.			
TOTAL			4,344.00
DISCOUNT			1,368.80
Materials total			2,975.20
INSTALLATION			
HOURS	DESCRIPTION	CHARGES	TOTAL
	5 YEAR WARRANTY	N/C	0.00
	INSTALLATION		500.00
Labor total			500.00
Total estimate			3,475.20

5234

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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HARRISON COUNTY CHANCERY CLERK

*TO UPGRADE EXISTING MOBILE SHELVING SYSTEM WITH THE
FOLLOWING COMPONENTS:*

\$ 3,822.00

*1-M20 ISLE SAFETY LOCK WITH GEAR DRIVE
1-HANDLE ASSEMBLY
1-OFFICE 1000 CARRIAGE
1-END PANEL
1-SEVEN SHELF STARTER UNIT
1-SEVEN SHELF ADDER UNIT*

PRICE INCLUDES INSTALLATION

POINT OF CONTACT:

*BUSINESS SYSTEMS & CONSULTANTS
850 WEST GARDEN ST. SUITE B
PENSACOLA, FLORIDA 32501
ATTN: MIKE ROMANO
PHO # (850) 433-1200
FAX # (850) 433-1221
E-MAIL: mikeromano@bscsolutions.com*

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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IT IS FURTHER ORDERED that the Board does HEREBY APPROVE budget amendment for said purchase.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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The following Resolution of the Harrison County Development Commission came before the Board for consideration:

RESOLUTION

There next came on for discussion the conveyance of certain real property located in the Long Beach Industrial Park to ORECK MANUFACTURING COMPANY, and after a general discussion of the subject Commission Member Eaton Lang offered the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN THE LONG BEACH INDUSTRIAL PARK, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, TO ORECK MANUFACTURING COMPANY. PURSUANT TO THE TERMS AND CONDITIONS THE CONTRACT ATTACHED HERETO AS EXHIBIT "A" AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR HEREIN AND TO JOIN IN THE CONVEYANCE.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, the Harrison County Development Commission does find and does so adjudicate that it would be in the public interest to sell certain real property located in the Long Beach Industrial Park to ORECK MANUFACTURING COMPANY for the purpose of expansion of their operations, for the amount of FIVE THOUSAND TWO and NO/100 DOLLARS (\$5,002.00) per acre, all which the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property; and

WHEREAS, the Harrison County Development Commission does find and so adjudicate that the sale of said real property shall be made pursuant the terms and conditions of the Real Estate Purchase Contract attached hereto as Exhibit "A" and does so find and adjudicate that said terms are fair and reasonable and ensure that the conveyance contemplated therein shall be in furtherance of the goals and purposes of the Harrison County Development Commission as articulated in Mississippi Code §§ 59-9-1, et seq.

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WHEREAS, the Harrison County Board of Supervisors, should be requested to concur herein and to join in the execution and conveyance. It is, therefore,

RESOLVED, that the Harrison County Development Commission does hereby approve and ratify the Real Estate Purchase Contract attached as Exhibit "A" hereto and approves the conveyance of certain real property located in the Long Beach Industrial Park, First Judicial District to ORECK MANUFACTURING COMPANY pursuant to the terms and conditions contained in said contract; and it is, further

RESOLVED, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed conveying said real property; it is, further

RESOLVED, that the Harrison County Board of Supervisors is hereby requested to concur in this resolution and to join in the conveyance and execution of the Special Warranty Deed contemplated by the contract and attached as Exhibit "B".

COMMISSION MEMBER **Richard Bennett** seconded the motion, and on a roll call vote, the result was as follows:

Commissioner Bert Allen	Voted: <u>AYE</u>
Commissioner Richard Bennett	Voted: <u>AYE</u>
Commissioner Frank Castiglia, Jr.	Voted: <u>AYE</u>
Commissioner Paige Gutierrez	Voted: <u>NAY</u>
Commissioner Franklin Kyle, Jr.	Voted: <u>AYE</u>
Commissioner Eaton Lang	Voted: <u>AYE</u>
Commissioner William H. Lyons	Voted: <u>ABSENT</u>
Commissioner Don Mason	Voted: <u>ABSENT</u>
Commissioner Bruce Nourse	Voted: <u>AYE</u>
Commissioner Philip Terrell	Voted: <u>AYE</u>
Commissioner Leroy Urie, President	Voted: <u>AYE</u>
Commissioner Elmer Williams	Voted: <u>ABSENT</u>

A majority of the Members present and voting in the affirmative, the President declared the motion carried and the resolution adopted on the 22nd day of December, 2000.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

CERTIFICATE

I, Merry Mayo, Staff Secretary of the Harrison County Development Commission, hereby certify that the attached Resolution dated December 22, 2000, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 3 day of January, 2001.


Merry Mayo, Staff Secretary
Harrison County Development Commission

SWORN TO AND SUBSCRIBED BEFORE ME, this the 3 day of January,
2001.


NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

3/7/02

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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REAL ESTATE PURCHASE CONTRACT

This is a contract by and between the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, (hereinafter referred to as "Seller"), and THE ORECK MANUFACTURING COMPANY, (hereinafter referred to as "Buyer").

WHEREAS, Seller owns certain real property which Seller desires to sell to Buyer and which Buyer wishes to purchase from Seller.

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Buyer agree as follows:

1. **AGREEMENT.** Subject to the terms and conditions of this Contract, Seller shall sell to Buyer, and Buyer shall purchase from Seller, that certain tract of real property, located in Long Beach, Mississippi, in the Long Beach Industrial Park and more particularly described in the Special Warranty Deed attached hereto as Exhibit "A".

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$5,002.00 per acre or an estimated total purchase price of \$5,992.00. Said Purchase Price shall be adjusted at closing to reflect the actual acreage conveyed, measured by a per acre price of \$5,002.00. Said Purchase Price is to be paid in cash at closing.

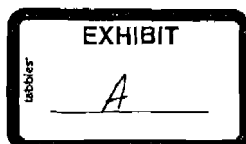
3. **PURPOSE.** The above described land will be used for the specific purpose of a professional office complex or office warehouse complex, and such conveyance shall contain a covenant providing that if the Purchaser fails to use the land for said purpose within one (1) year from the date of this sale, Seller shall have the option, but not the obligation to repurchase said land at the price paid in Section 2 above.

4. **DEPOSIT.** Buyer has delivered in escrow to Seller the sum of \$599.00. In the event the transaction contemplated hereby closes as provided herein, the Deposit shall be paid to Seller at Closing with Buyer receiving a corresponding credit against the portion of the Purchase Price payable in cash at Closing. If the transaction fails to close due to operation of paragraph 10, and/or 18, or in the event that the Harrison County Development Commission and/or the Harrison County Board of Supervisors decline to approve the sale contemplated by this contract, then the Deposit shall be disbursed to the Buyer. If the transaction otherwise fails to close due to Seller's inability or refusal to perform in breach hereof, the Buyer shall be entitled to the prompt return to it of the Deposit.

5. **EXPENSES AND PRORATION ITEMS.** Each party shall bear its own internal costs including attorney's fees. Real estate taxes, utilities, and any other similar assessment affecting title to the Property shall be prorated as of the date of Closing. Recording fees to record the deed conveying title to the Property shall be paid by Seller.

6. **BROKER.** The Seller and Buyer warrant and represent to each other that no broker has assisted in the transaction contemplated by this Contract and that no broker is entitled to a commission upon closing or otherwise.

7. **TITLE.** At Closing, Seller will transfer title to the Property to Buyer by Special Warranty Deed free and clear of all liens and encumbrances other than covenants and easements of record, and in accordance with the Title Policy. Buyer shall take title as follows:



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The Oreck Manufacturing Company

8. INDEMNIFICATION. The Purchaser shall protect and indemnify and hold harmless Harrison County and the Harrison County Board of Supervisors and the Harrison County Development Commission, its members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 8691, et seq., or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid laws, ordinances, rules, or regulations, arising from the acts and/or omissions of Purchaser.

9. SELLER REPRESENTATION. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller. Seller knows of no hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify purchaser in writing.

10. TITLE INSPECTIONS. Buyer at its option, within fifteen (15) days of the Effective Date hereof, obtain title insurance commitment relating to the Property, together with copies of all recorded documents referred to in the commitment, committing to insure marketable fee simple title in Buyer, subject only to standard title insurance except, any and all easements, rights-of-way of record, covenants, and/or other matters approved by Buyer as herein provided. Within fifteen (15) days after Buyer's receipt of the title commitment, Buyer shall give Seller notice of any exception to title to which Buyer objects. In the event that Seller are unable or unwilling to remove such objectionable exceptions at or before Closing, then to the exclusion of any other remedies which might otherwise be available to Buyer, Buyer shall either, at its election, (i) proceed to Closing, with no adjustment to Purchase Price, with the objectionable exception on title, or (ii) terminate this contract and upon any such termination, (iii) excepting only the force and effect of those provisions of this Contract which by their express terms survive termination of this Contract, this Contract shall be terminated and of no further force or effect and the parties hereto shall have no further rights or obligations under this Contract and (iv) the Deposit together with any interest earned thereon shall be promptly paid to Buyer and Buyer's sole and exclusive remedy. Failure by Buyer to timely provide Seller with notice of objections to title as described above shall be deemed to be an acceptance by Buyer of any exceptions to title to any portion of the Property which may exist.

11. NOTICES. Any notices given under this Contract shall be in writing and, except as otherwise provided herein, shall be deemed given when received. Notices may be sent via facsimile transmission. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:

If to Seller: Harrison County Development Commission
 Post Office Box 1870
 Gulfport, Mississippi 39502
 Telephone No.: (228) 863-3807
 Fax No.: (228) 863-4555

If to Buyer: The Oreck Manufacturing Company
 21180 Oreck Avenue

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Long Beach, Mississippi 39560
Telephone No.: (228) 867-8253
Fax No.: (228) 867-8257

12. **EFFECTIVE DATE.** The effective date of this contract shall be on the date it is approved by the Harrison County Board of Supervisors. In the event that the contract is executed on different dates, the date of execution shall be considered to be the date it was signed by the last party.

13. **BUILDING APPROVAL.** No building or other construction shall be erected or placed on any lot, or altered, until the complete construction plans and specifications have been submitted to the Engineering and Maintenance Committee of the Harrison County Development Commission (HCDC) and have been approved by the HCDC through its engineering firm of Brown & Mitchell for conformance with quality of workmanship and materials, harmony and external design and for compliance with these covenants, conditions, and restrictions. In the event HCDC fails to approve any application within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. **DRAINAGE PLAN.** A drainage plan prepared and certified by a registered professional engineer must be included in the construction drawings. Drainage plans shall provide for positive drainage to existing drainage ditches or structures and/or street right-of-ways and shall not be directed to adjacent property. Drainage ways shall conform to all requirements of all applicable governmental authorities, as in effect from time to time, and no storage, discharge, or drainage of water, waste, chemicals, or other residue shall be allowed except in strict compliance with all applicable governmental rules, regulations, and authorities, as in effect from time to time.

15. **COVENANTS.** The covenants and obligations of this contract shall survive the execution of the Deed.

16. **MISCELLANEOUS.** This Contract supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are for convenience only and are not a part of this Contract. Any failure by any of the parties to comply with any of the obligations, agreement, or conditions set forth in this Contract may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Contract. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Contract shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Contract, the presumption that contracts are to be construed against the drafter shall not be applicable. If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provisions shall be severable and the remaining provisions of this Contract shall remain in full force and effect. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs. This Contract may not be altered, amended, or modified except by written instrument signed by all parties. This Contract may be assigned by Buyer with the prior written consent of Seller and Seller's consent shall not be unreasonably withheld.

17. **CLOSING.** The sale of said property is to be closed within forty-five (45) days of approval by the Harrison County Board of Supervisors.

18. **APPROVALS.** This contract is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

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19. **GOVERNING LAW.** This Contract contains all of the agreements and representations between the parties. No change or modifications of this agreement shall be valid unless the same be in writing and signed by the Buyer and Seller.

20. **SAVING CLAUSE.** In the event any term or provision of this Contract should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

21. **COUNTERPARTS.** This agreement may be executed in counterparts.

The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature.

SELLER: HARRISON COUNTY DEVELOPMENT COMMISSION

By: _____ Date: _____
President

BUYER: _____ Date: _____

APPROVED:

Harrison County Development Commission _____
Harrison County Board of Supervisors _____

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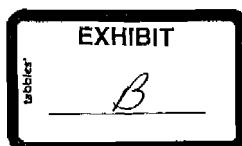
STATE OF MISSISSIPPI
 COUNTY OF HARRISON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND TWO AND NO/100 DOLLARS (\$5,002.00) per acre cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **HARRISON COUNTY DEVELOPMENT COMMISSION**, Post Office Box 1870, Gulfport, Mississippi, 39502, (228-863-3807), acting for and on behalf of the **HARRISON COUNTY BOARD OF SUPERVISORS**, and the **HARRISON COUNTY BOARD OF SUPERVISORS**, Harrison County Courthouse, Gulfport, Mississippi 39502 (228-865-4001), and jointly acting for and on behalf of **HARRISON COUNTY, MISSISSIPPI**, as Grantors, do hereby sell, convey and specially warrant unto **ORECK MANUFACTURING COMPANY**, as Grantee, the following described property situated in Harrison County, Mississippi, to-wit:

A parcel of land situated in the west half (W ½) of the northeast quarter (NE ¼) of the northeast quarter (NE ¼) of Section 16, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the section corner common to Sections 9, 10, 15 and 16, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi, said point being a railroad spike driven into the pavement of Beatline Road; thence N 89°54'30" W 658.50 feet along the section line common to Sections 9 and 16 to a concrete monument; thence continue N 89°54'30" W 494.22 feet; thence S 00°12'58" E 50.00 feet to the Point of Beginning; thence continue S 00°12'58" E 691.94 feet to an iron rod located on the east line of property now or formerly to Oreck



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Manufacturing Company; thence northwesterly and northerly along the east line of said property now or formerly to Oreck Manufacturing Company the following two courses, N 44°57'16" W 113.68 feet to an iron rod, N 00°13'15" W 611.62 feet to an iron rod located at the northeast corner of property nor or formerly to Oreck Manufacturing Company, said corner being located on the section line common to said Sections 9 and 16; thence S 89°54'30" E 80.07 feet along said section line to the said Point of Beginning. Said parcel of land contains 1.198 acres, more or less; and is further described as being a part of Lot 11, Block C, an unrecorded map of the Long Beach Industrial Park on file at the Harrison County Development Commission.

Ad Valorem taxes for the current year are prorated and assumed by the Grantee.

This conveyance is subject to all restrictive covenants and easements of record.

The above described land shall be used for the expansion of operations, and if the Purchaser fails to use the land for the expansion of operations within one year from the date of the sale, Sellers shall have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this the _____ day of _____, 2001.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: _____
PRESIDENT

ATTEST:

SECRETARY

HARRISON COUNTY BOARD OF SUPERVISORS

BY: _____
PRESIDENT

ATTEST:

CLERK

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 2001, the undersigned authority in and for the County and State aforesaid, the within named Leroy Urie, President, and Frank Castiglia, Jr., Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of _____, 2001.

NOTARY PUBLIC

My Commission Expires:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 2001, the undersigned authority in and for the County and State aforesaid, the within named Larry Benefield, President, and John McAdams, Clerk, of The Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of _____, 2001.

NOTARY PUBLIC

My Commission Expires:

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ORDER

There next came on for consideration the request of the HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution to convey certain real property located in the Long Beach Industrial Park in the First Judicial District of Harrison County, Mississippi, to ORECK MANUFACTURING COMPANY, and after a full discussion of the subject, Supervisor MARLIN R. LADNER offered the adoption of the following Order, to-wit:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS CONCURRING IN A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN THE LONG BEACH INDUSTRIAL PARK, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI TO ORECK MANUFACTURING COMPANY PURSUANT TO THE TERMS AND CONDITIONS OF THE CONTRACT ATTACHED AS EXHIBIT "A" TO SAID RESOLUTION AND APPROVING THE CONVEYANCE.

It is, therefore,

ORDERED, that receipt of a Resolution by the Harrison County Development Commission authorizing the conveyance of certain real property located in the Long Beach Industrial Park, First Judicial District of Harrison County, Mississippi, to ORECK MANUFACTURING COMPANY pursuant to the terms and conditions of the contract attached to said Resolution as Exhibit "A" and requesting the Harrison County Board of Supervisors to concur therein and join in said conveyance is hereby acknowledged. It is, further,

ORDERED, that this Board does concur in said Resolution and adopts the findings contained therein; and it is, further,

ORDERED, that the Harrison County Board of Supervisors does hereby approve the conveyance of certain real property located in the Long Beach Industrial Park, First

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Judicial District, Harrison County, Mississippi to ORECK MANUFACTURING COMPANY pursuant to the terms and conditions contained in the contract attached as Exhibit "A" to the Resolution of the Harrison County Development Commission.

SUPERVISOR CONNIE M. ROCKCO seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius	Voted: <u>AYE</u>
Supervisor Larry Benefield	Voted: <u>AYE</u>
Supervisor Marlin R. Ladner	Voted: <u>AYE</u>
Supervisor William Martin	Voted: <u>AYE</u>
Supervisor Connie M. Rockco	Voted: <u>NAY</u>

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 8th day of January, 2001.

* * *

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF REVIEW OF APPLICATION
DMR-M 01197 FILED WITH THE MISSISSIPPI DEPARTMENT OF
MARINE RESOURCES BY DESTINY PLANTATION SUBDIVISION**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT of Review of
Application DMR-M 01197 filed with the Mississippi Department of Marine
Resources by Destiny Plantation Subdivision, same being as follows:



MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES

REQUEST FOR REVIEW OF APPLICATION

TO: Mayor, City of Gulfport
District Attorney, Harrison County
Harrison County Prosecuting Attorney
Harrison County Board of Supervisors *This copy for.*
Gulf Regional Planning Commission
Southern Mississippi Planning and Development District
Mississippi Wildlife Federation
Department of Wildlife, Fisheries and Parks
Secretary of State

FROM: Department of Marine Resources

SUBJECT: Application by Destiny Plantation Subdivision, Phil Ward; DMR-M 01197

DATE: December 22, 2000

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by Destiny Plantation Subdivision, Phil Ward; DMR-M 01197.

If you would like to comment on the proposed project, please provide your comments in writing to our office by 1:00 p.m. on January 25, 2001.

If you do not wish to submit comments on this application, please acknowledge receipt by signing and returning this Request to the Department of Marine Resources.

ACKNOWLEDGMENT OF RECEIPT: _____
Signature Date

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JOINT APPLICATION AND NOTIFICATION

U.S. DEPARTMENT OF ARMY CORPS OF ENGINEERS
 MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
 MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY/OFFICE OF POLLUTION CONTROL

This form is to be used for proposed activities in waters of the United States and Mississippi and for the erection of structures on suitable sites for water dependent industry. Note that some items, as indicated, apply only to projects located in the coastal area of Hancock, Harrison and Jackson Counties.

1. Date		
9	26	2000
month	day	year
3. Official use only		
COE	_____	
DMR	_____	
DEQ	_____	
A95	_____	
DATE RECEIVED	_____	

2. Applicant (mailing address and telephone) *Destiny Plantation Subdivision*

Phil Ward 2310 19 th St, Ste A Gulfport, MS 39501 Ph 228-575-8207	Authorized Agent: SOLUTIONS, INC. Anna Schoonover P.O. Box 820127 Vicksburg, MS 39182-0127 Ph. 601-634-6118
---	---

4. Project location

Street Address Brodie Road City/Community D'Iberville, Harrison County, MS

Name of Waterway Back Bay Biloxi Latitude _____ Longitude (if known) _____

Geographic location: Section 8 Township 7S Range 9W County Harrison

5. Project description New work _____ Maintenance work _____

Dredging

Channel	length _____	width _____	existing depth _____	proposed depth _____
Canal	length _____	width _____	existing depth _____	proposed depth _____
Boat Slip	length _____	width _____	existing depth _____	proposed depth _____
Marina	length _____	width _____	existing depth _____	proposed depth _____
Other(explain)	length _____	width _____	existing depth _____	proposed depth _____

Cubic yards of material to be removed _____ Type of material _____

Location of spoil disposal area _____

Dimensions of spoil area _____ Method of excavation _____

How will excavated material be contained? _____

Construction of structures

Bulkhead	Total length _____	Height above water _____	_____
Pier	length _____	width _____	height _____
Boat Ramp	length _____	width _____	slope _____
Boat House	length _____	width _____	height _____

Structures on designed sites for water dependent industry (Coastal area only). Explain in item II or include as attachment.

Other (explain) 400 feet by 32 feet *Bridge*

Filling

Dimensions of fill area _____

Cubic yards of fill _____ Type of fill _____

Other regulated activities (i.e. Seismic exploration, burning or clearing of marsh) Explain.

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6. Additional information relating to the proposed activity

Does project area contain any marsh vegetation? Yes _____ No X _____

(If yes, explain) The bridge will span upland to upland. Some marsh vegetation will be located under the bridge. _____

Is any portion of the activity for which authorization is sought now complete? Yes ___ No X _____

(If yes, explain) _____

Month and year activity took place _____

If project is for maintenance work on existing structures or existing channels, describe legal authorization for the existing work. Provide permit number, dates or other form(s) of authorization. _____

Has any agency denied approval for the activity described herein or for any activity that is directly related to the activity described herein?

Yes _____ No X _____ (If yes, explain) _____

7. Project schedule

Proposed start date As soon as possible _____ Proposed completion date _____

Expected completion date (or development timetable) for any projects dependent on the activity described herein. _____

8. Estimated cost of the project**9. Describe the purpose of this project. Describe the relationship between this project and any secondary or future development the project is designed to support. See attached description.**

Intended use: Private _____ Commercial _____ Public _____ Other (Explain) _____

10. Describe the public benefits of the proposed activity and of the projects dependent on the proposed activity.

Also describe the extent of public use of the proposed project.

See attached description. _____

11. Remarks

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12. Provide the names and addresses of the adjacent property owners. Also identify the property owners on the plan view of the drawing described in Attachment "A". (Attach additional sheets if necessary.)

1. Plantation Oaks of MS, Inc.
2310 19th St
Gulfport, MS 39501

13. List all approvals or certifications received or applied for from Federal, State and Local agencies for any structures, construction, discharges, deposits or other activities described in this application. Note that the signature in Item 14 certifies that application has been made to or that permits are not required from the following agencies. If permits are not required, place N/A in the space for Type Approval.

<u>Agency</u>	<u>Type Approval</u>	<u>Application Date</u>	<u>Approval Date</u>
Coast Guard	Bridge	Aug. 21, 2000	Awaiting Corps letter

14. Certification and signatures

Application is hereby made for authorization to conduct the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable state water quality standards or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works. I certify that I am familiar with and responsible for the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I am the owner of the property where the proposed project is located or that I have a legal interest in the property and that I have full legal authority to seek this permit.

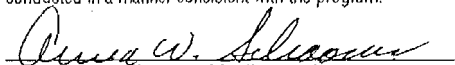

 Signature of Applicant or Agent

9/26/00
 Date

U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals, or covers up by any trick, scheme or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

15. Mississippi Coastal Program (Coastal area only)

I certify that the proposed project for which authorization is sought complies with the approved Mississippi Coastal Program and will be conducted in a manner consistent with the program.


 Signature of Applicant or Agent

9/26/00
 Date

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16. Fees

Payable to State of Mississippi
 \$50.00 Residential
 \$500.00 Commercial
 \$50.00 Cost of public notice fee

Please include appropriate fees for all projects proposed in coastal areas of Hancock, Harrison and Jackson counties.

17. If project is in Hancock, Harrison or Jackson Counties, send one completed copy of this application form and appropriate fees listed in Item 16 to:

Department of Marine Resources
 1141 Bayview, Ste 101
 Biloxi, MS 39530

If project IS NOT in Hancock, Harrison or Jackson Counties, send one completed copy of this application form to each agency listed below:

District Engineer Army Engineer Environmental Quality	District Engineer U.S. Army Engineer	Director Mississippi Dept. of Office of Pollution Control P.O. Box 10385 Jackson, MS 39289
District Mobile Attn: SAMOP-S Box 2288 Mobile, AL 36628	District Vicksburg Attn: LMKOD-FE 4155 Clay Street Vicksburg, MS 39183-3435	

18. In addition to the completed application form, the following attachments are required:**Attachment "A" Drawings**

Provide a vicinity map showing the location of the proposed site along with a written description of how to reach the site from major highways or landmarks. Provide accurate drawings of the project site with proposed activities shown in detail. All drawings must be to scale or with dimensions noted on drawings and must show a plan view and cross section or elevation. Use 8 1/2 x 11" white paper or drawing sheet attached.

Attachment "B" Authorized Agent

If applicant desires to have an agent or consultant act in his behalf for permit coordination, a signed authorization designating said agent must be provided with the application forms. The authorized agent named may sign the application forms and the consistency statement.

Attachment "C" Environmental Assessment

Provide an appropriate report or statement assessing environmental impacts of the proposed activity and the final project dependent on it. The project's effects on the wetlands and the effects on the life dependent on them should be addressed. Also provide a complete description of any measures to be taken to reduce detrimental offsite effects to the coastal wetlands during and after the proposed activity. Alternative analysis, minimization and mitigation information may be required to complete project evaluation.

Attachment "D" Variance or Revisions to Mississippi Coastal Program (Coastal area only)

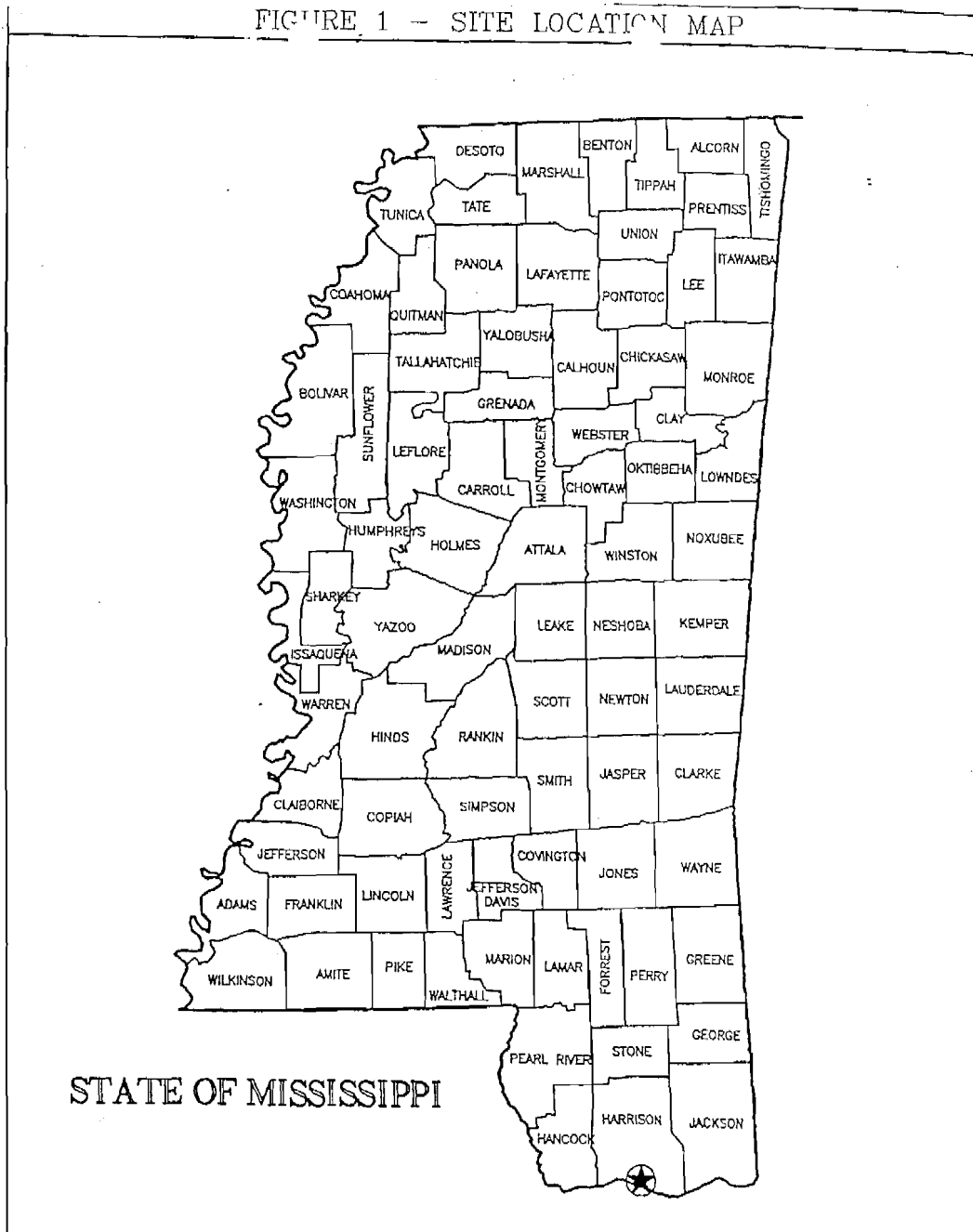
If the applicant is requesting a variance to the guidelines in Section 2, Part III or a revision to the Coastal Wetlands Use Plan in Section 2, Part IV of the Rules, Regulations, Guidelines and Procedures of the Mississippi Coastal Program, a request and justification must be provided.

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FIGURE 1 - SITE LOCATION MAP

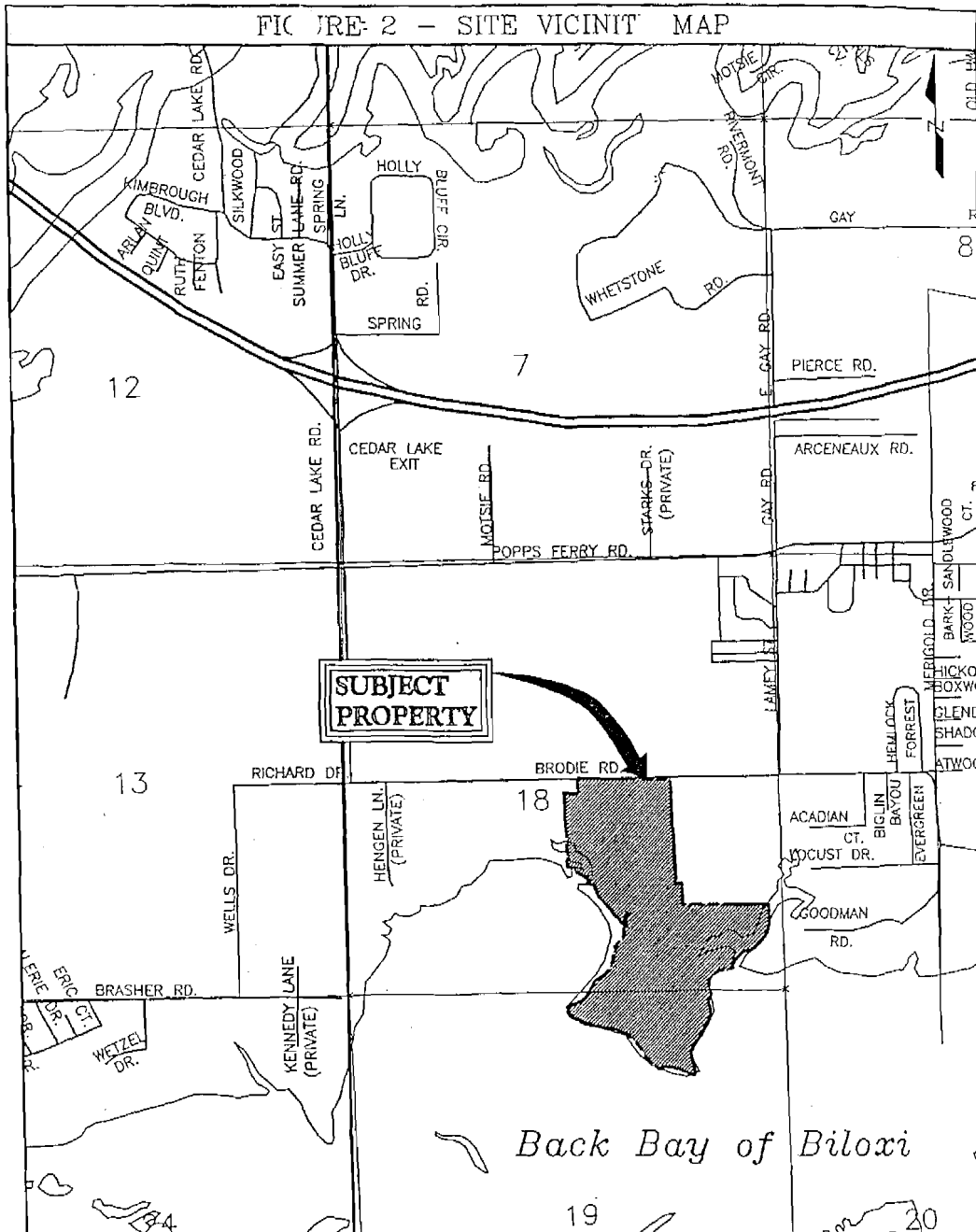


STATE OF MISSISSIPPI

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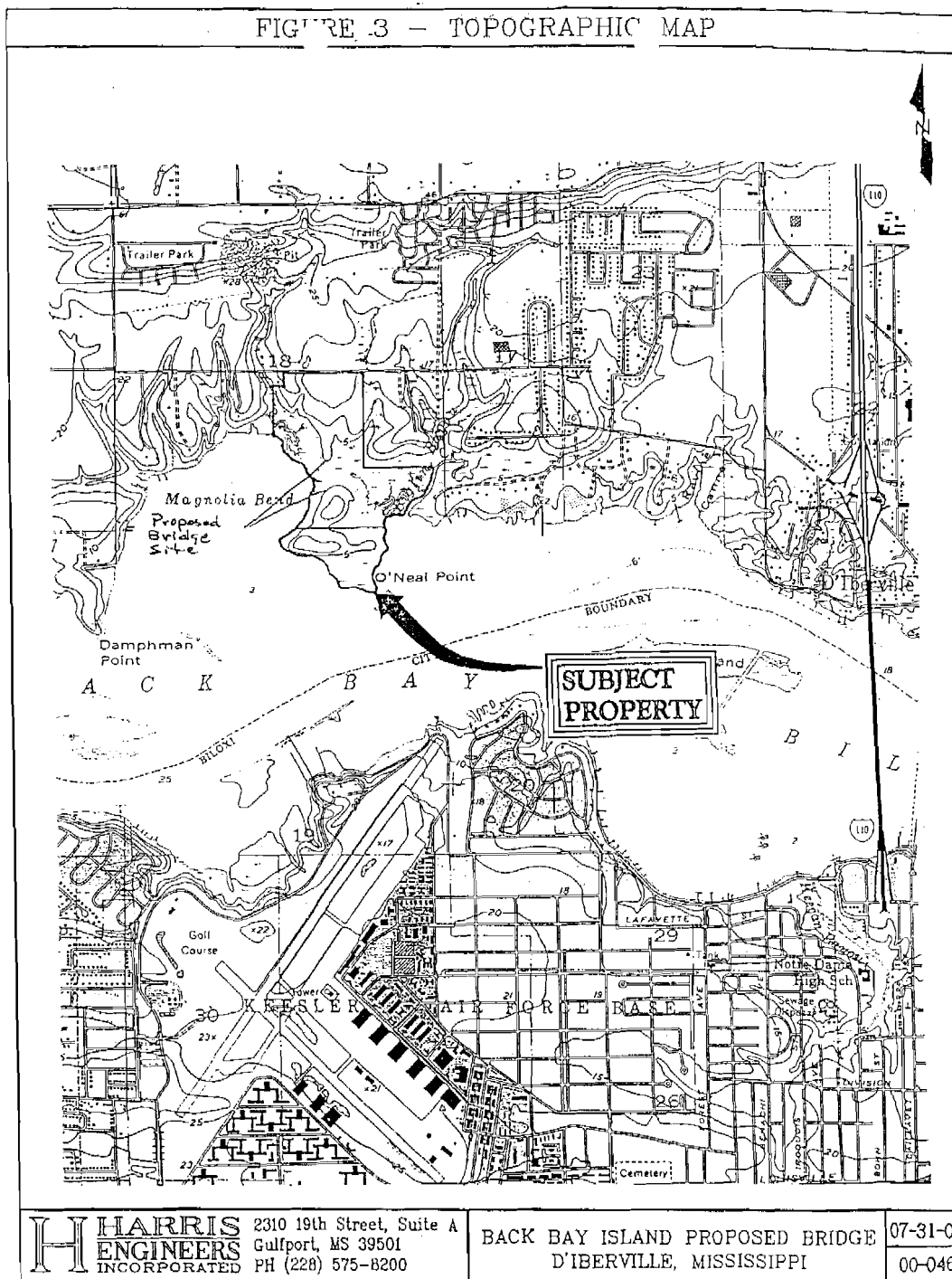
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FIGURE 3 - TOPOGRAPHIC MAP

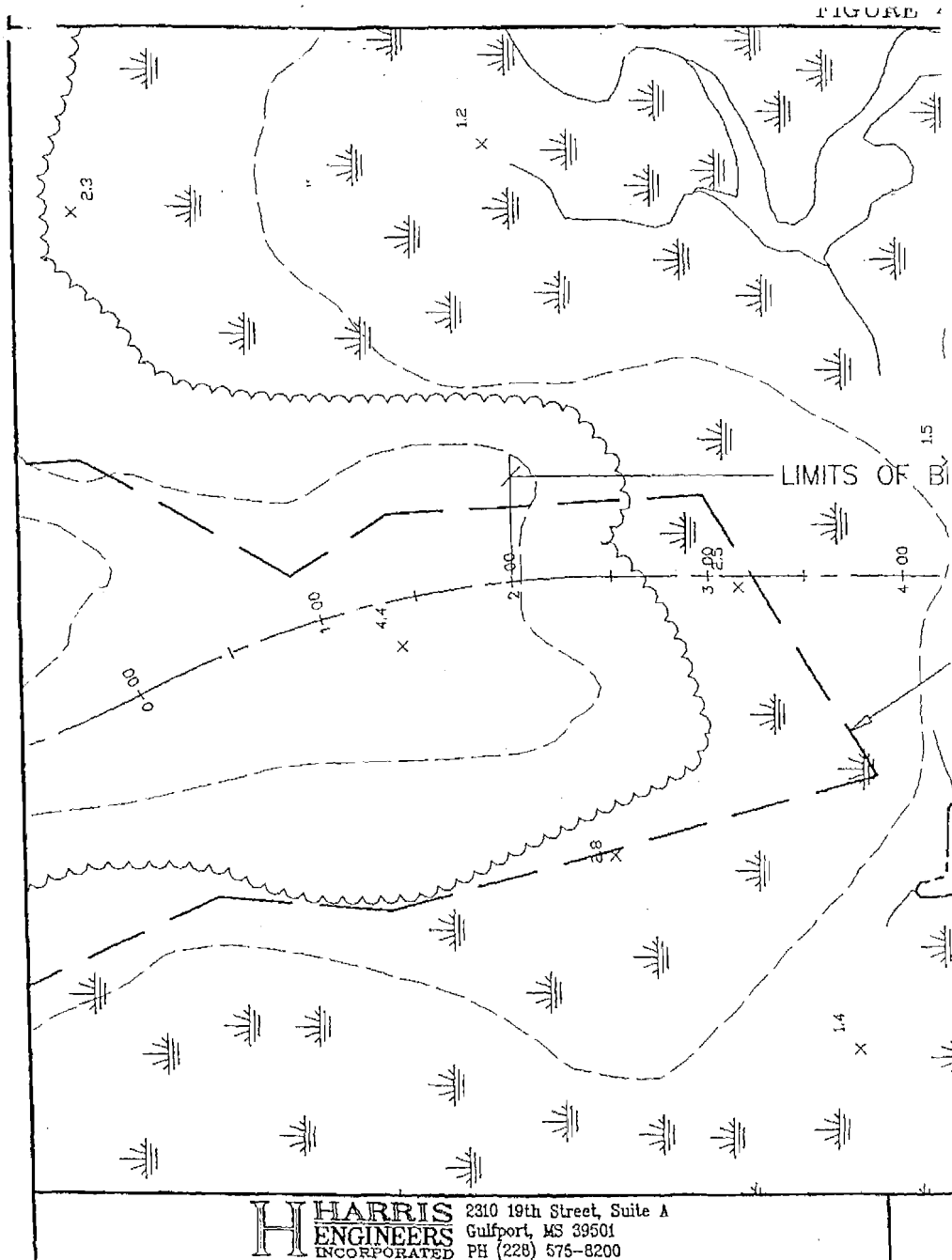


H HARRIS ENGINEERS INCORPORATED
 2310 19th Street, Suite A
 Gulfport, MS 39501
 PH (228) 575-8200

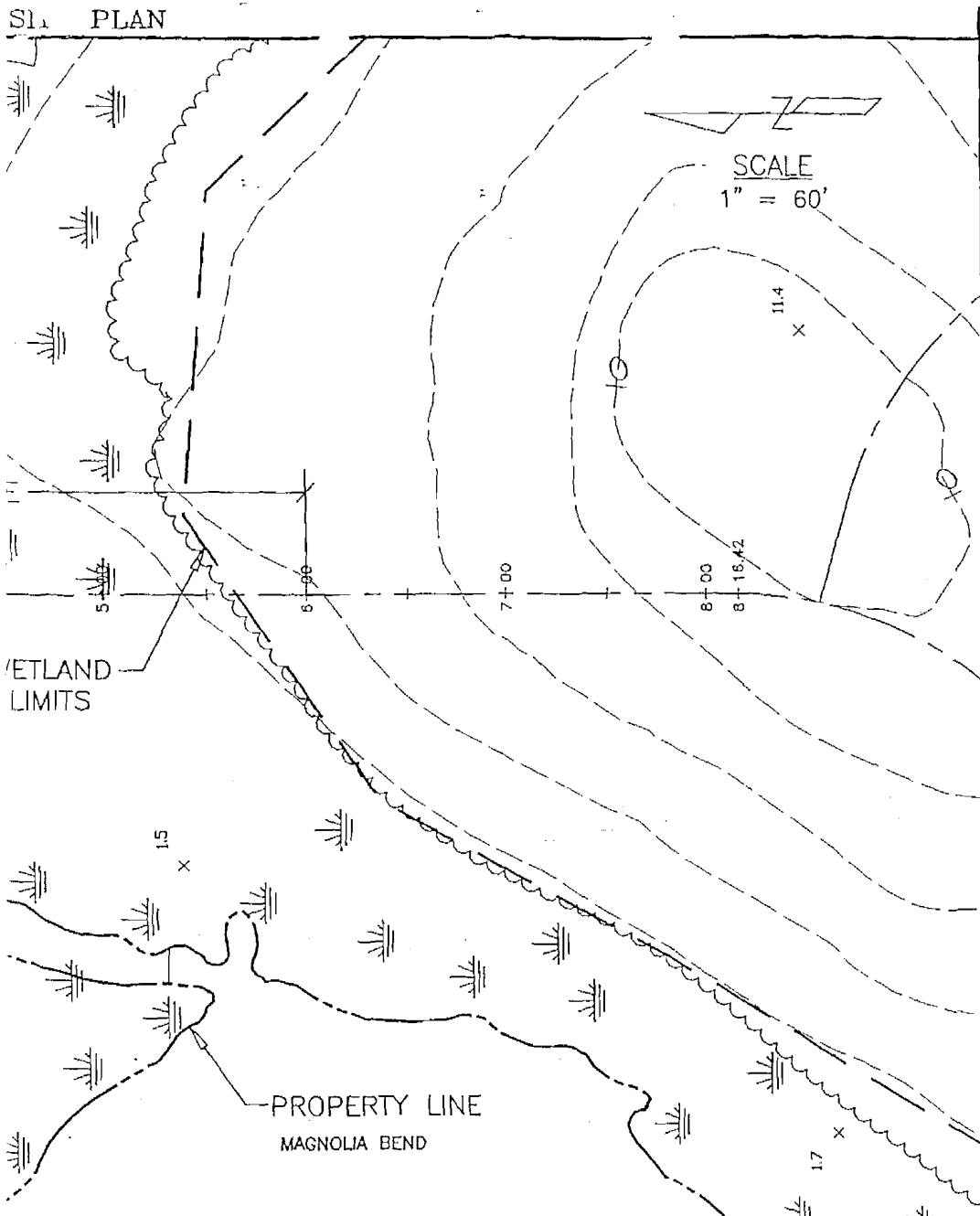
BACK BAY ISLAND PROPOSED BRIDGE
 D'IBERVILLE, MISSISSIPPI

07-31-00
 00-046

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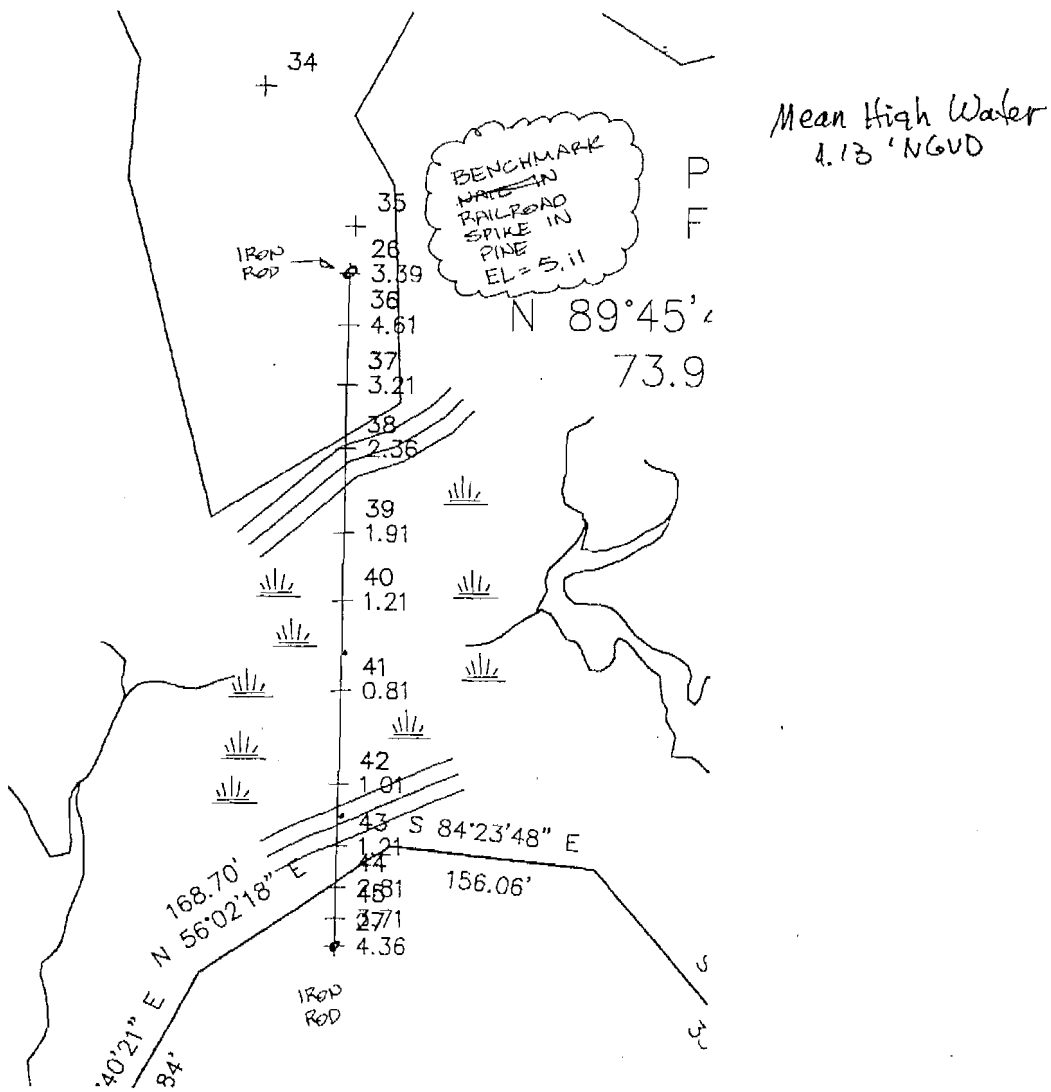


BACK BAY ISLAND PROPOSED BRIDGE
D'IBERVILLE, MISSISSIPPI

07-31-00

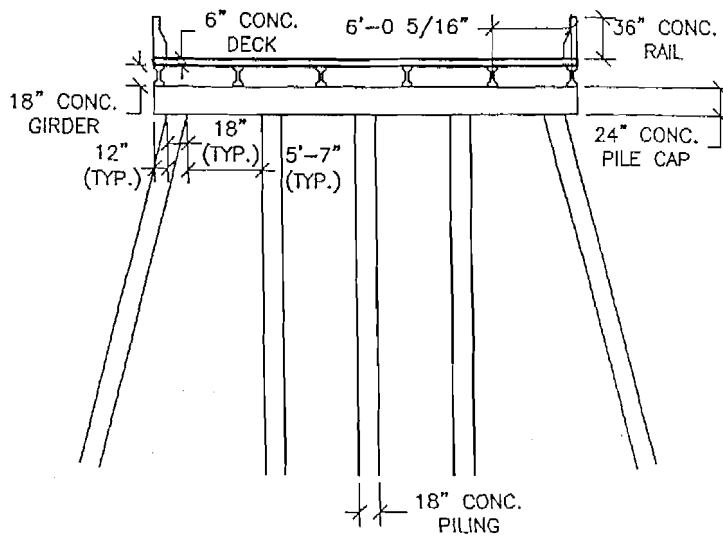
00-046

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AL BRIDGE DETAIL

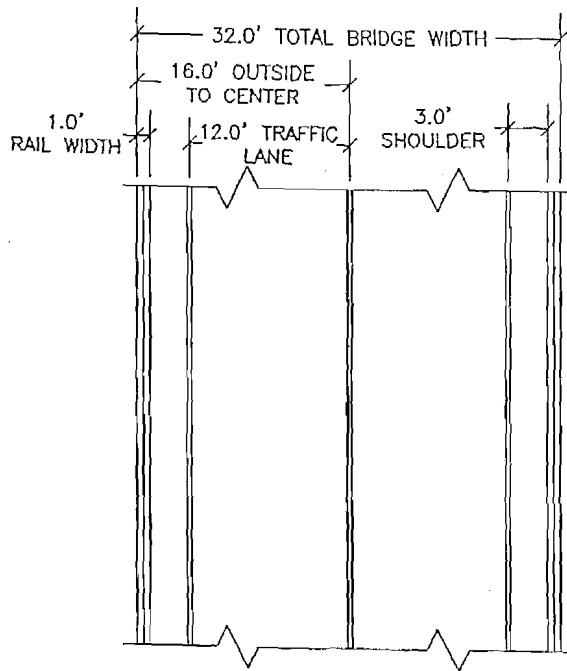


SECTION VIEW

1" = 10'

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FIGURE 6 -- TYP

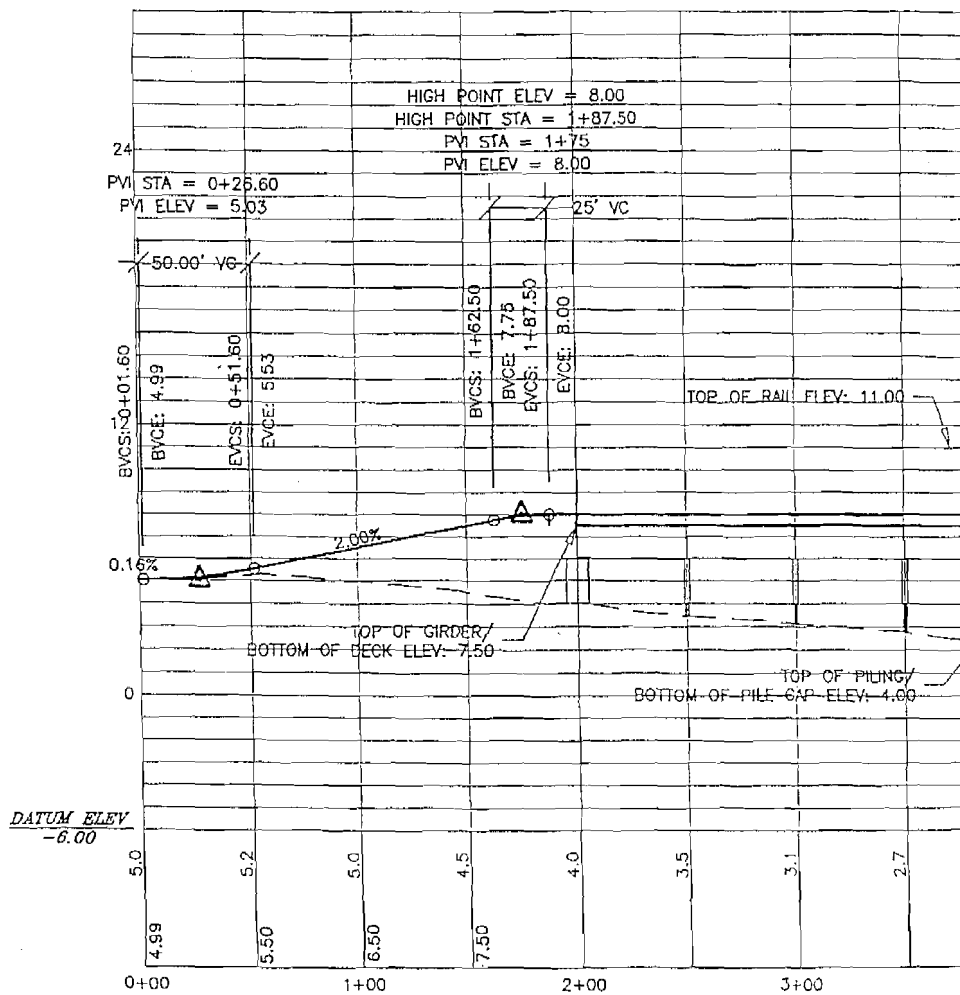


PLAN VIEW

1" = 10'

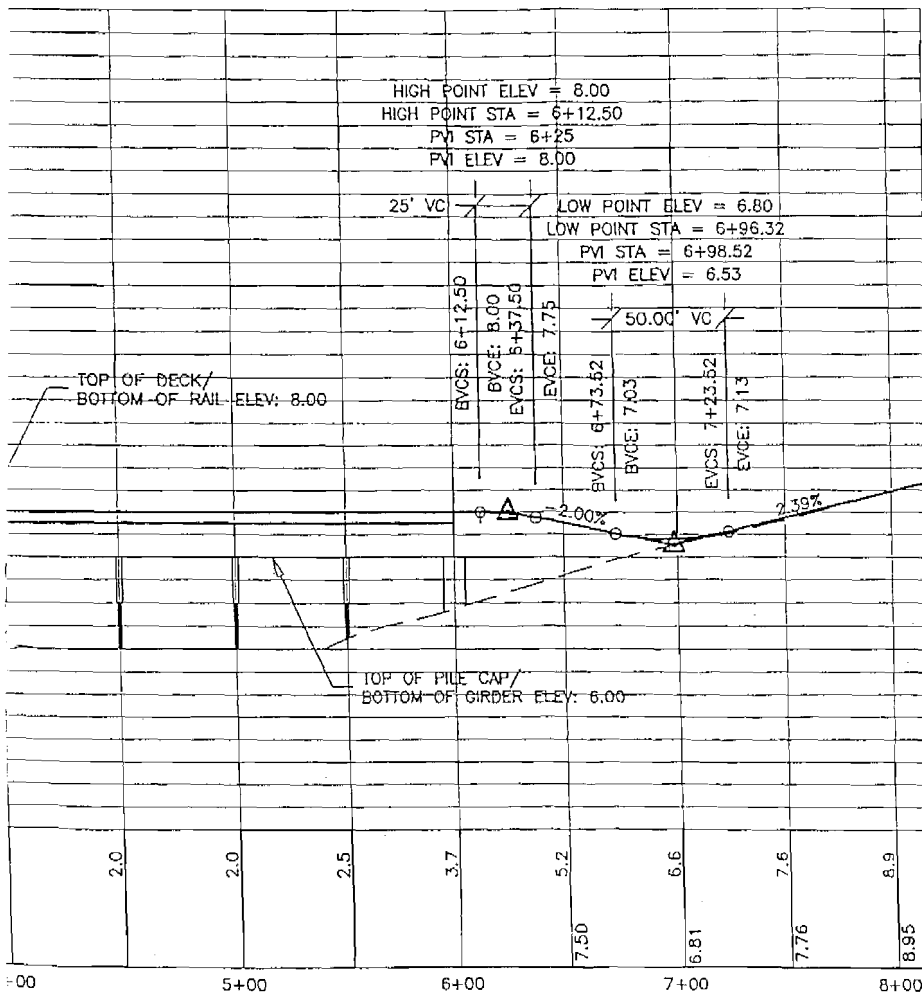
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FIGURE 5 - PROP



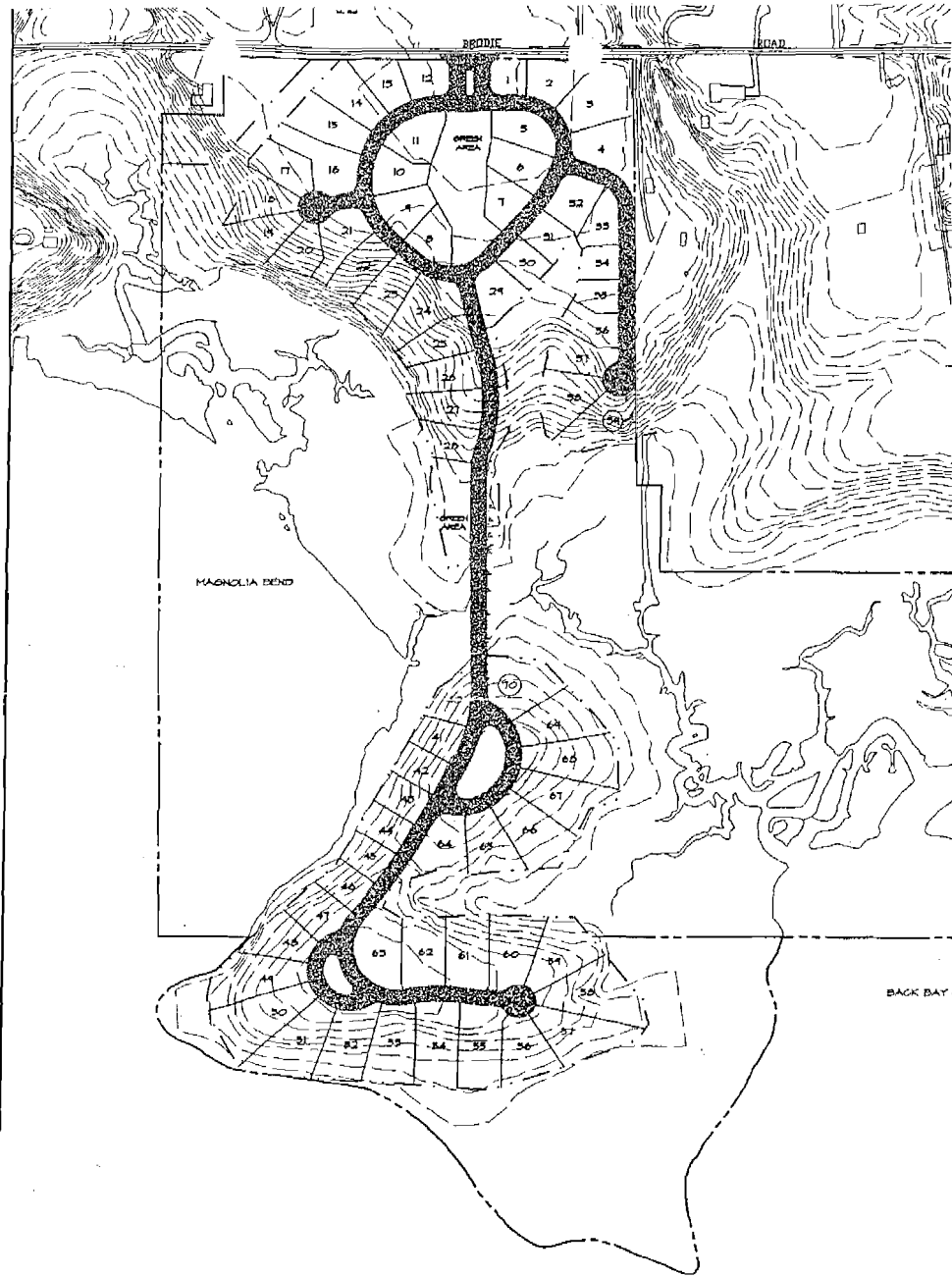
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ED BRIDGE PROFILE



VERTICAL SCALE: 1" = 6'
 HORIZONTAL SCALE: 1" = 60'

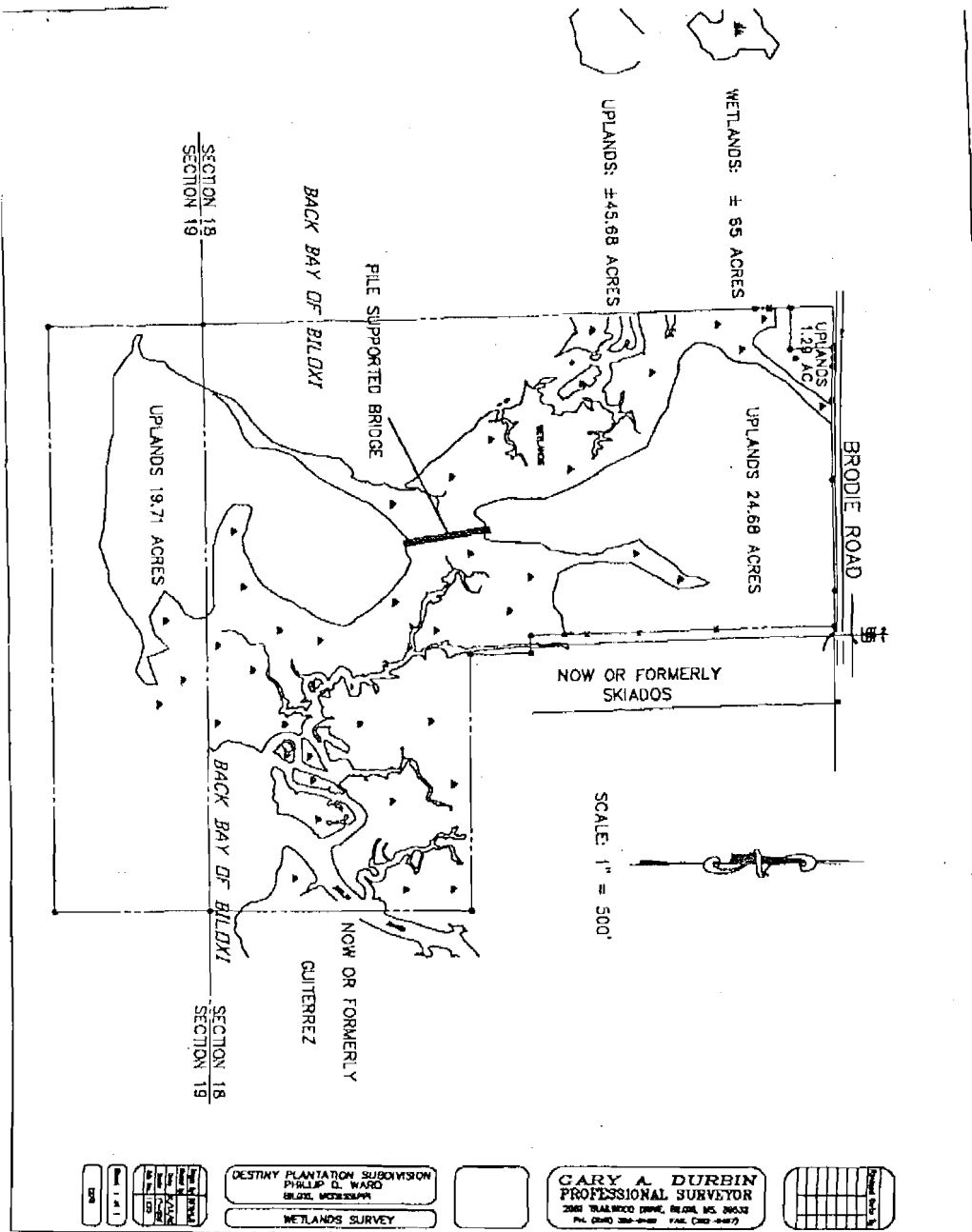
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H HARRIS 2310 19th Street, Suite A
ENGINEERS Gulfport, MS 39501
INCORPORATED PH (228) 575-8200

BACK BAY ISLAND
BILOXI, MISSISSIPPI

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Plantation Oaks of Mississippi, Inc.

2310 15th Street, Suite A
Gulfport Mississippi 39501

Phone 228-575-8207 Fax 228-575-8201

November 29, 2000

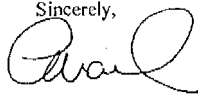
Ainsworth-MacAllan, Ltd.
Mr. Joe Gill, Vice President
PO Box 535
Ocean Springs, MS 39566

Re: Destiny Plantation

Dear Mr. Gill,

Concerning the above mentioned project and more particularly our conversation concerning the location of piers, please allow this letter as our commitment that the areas represented on the attached site map as lots 18 through 28 and lots 55 thru 70 (only) will be deed restricted from building individual piers. All other waterfront lots in this development will not be restricted from such activity.

Sincerely,



Phillip Ward

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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STATE OF MISSISSIPPI
SECRETARY OF STATE
ERIC CLARK

POST OFFICE BOX 97
GULFPORT, MISSISSIPPI 39502-0097

TELEPHONE (228) 864-0254
FACSIMILE (228) 864-0325
EMAIL administrator@sos.state.ms.us

December 5, 2000

Mr. Joe Gill, Jr.
Ainsworth-MacAllan, Ltd.
P O Box 535
Ocean Springs MS 39566

Re: Destiny Plantation Subdivision, LLC

Dear Joe:

Thank you for submitting the captioned application for tidelands lease. It appears to be in order, but we need some additional information in order to complete our review. The bridge is stated to be 400 ft. x 32 ft., or 12,800 square feet. The lease application is for 5,440 square feet. According to materials submitted by Ms. Anna Schoonover, dated September 26, 2000, the bridge will span 400 feet of marsh, 50 feet of which is below mean high water. Please clarify where the mean high tide line is located and how it was determined.

Please also provide the survey as specified in Item 9 of the application: signed and sealed by a registered land surveyor, showing the line of mean high tide, the location of the shoreline and submerged vegetation, the location of any proposed and existing structures (including location of the support pilings), the upland property lines, and navigational channels, if any. Will any of the bridge supports be located on public trust tidelands? What area of marsh will be displaced by each?

It appears that the bridge is the first step in development of a major new subdivision in North Biloxi. Does the developer propose any other structures on tidelands in conjunction with this 120 acre development? If so, please indicate their location as proposed structures on the survey.

Also, will the use be public, private or other? (Item 4 of the application.)

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Mr. Joe Gill, Jr.
December 5, 2000
Page Two of Two

Finally, please advise the status of the Joint Application to the Corps of Engineers and the Mississippi Department of Marine Resources, and provide documentation from the Coast Guard regarding its decision whether or not a permit is required.

As always, we thank you for your courtesy and cooperation. Please contact me if you have any questions.

Sincerely,

Margaret Bretz
MARGARET ANNE BRETZ
Senior Attorney

MAB:rd

cc: Ms. Anna Schoonover
Mr. Paul Necaize, DMR

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JANUARY 2001 TERM

Dec-06-00 09:19A Ainsworth-MacAllan,LTD.

228-872-5462

P.01

FAX*Date* 12/06/2000*Number of pages including cover sheet* 3

TO: Mr. Paul Necaize
 Department of Marine
 Resources
 1141 Bayview Avenue
 Suite 101
 Biloxi, MS 39530

FROM: Joe Gill, Jr., Vice President
 Ainsworth-MacAllan, Ltd.
 P. O Box 535
 Ocean Springs, MS 39566

Phone (228) 872-1407*Fax Phone* (228) 872-5462*Phone* (228) 374-5022 Ext. 5217*Fax Phone* (228) 374-5008**CC:**

REMARKS: Urgent For your review Reply ASAP Please Comment

Paul, attached is a copy of the letter from the USCG stating that a permit will not be required for the proposed bridge. If you have any questions please call me.

Thanks,

Joe

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Dec-06-00 09:19A Ainsworth-MacAllan, LTD. 228-872-5462 P.02

U.S. Department
of Transportation

United States
Coast Guard



Commander
Eighth Coast Guard District
Hale Boggs Federal Building

501 Magazine Street
New Orleans, LA 70130-3396
Staff Symbol: ob
Phone: 504-589-2965
FAX: 504-589-3063

16591C
December 1, 2000

Mr. Philip Ward
Plantation Oaks of Mississippi, Inc.
2310 19th Street, Suite A
Gulfport, Mississippi 39501

Dear Mr. Ward:

This refers to the Solutions, Inc. letter dated August 21, 2000, with attachments, and the facsimile of the Corps response by Mr. Joe Gill regarding your proposed construction of a bridge across a tidal marsh on the Back Bay of Biloxi, Harrison County, Mississippi. The information you provided with the Bridge Project Questionnaire and the Corps of Engineer's letter was used to determine the extent of the Coast Guard's involvement in the permitting process.

At the site of the proposed bridge project, the marsh on the Back Bay of Biloxi is influenced by tidal action. Therefore, it is considered a navigable waterway of the United States and subject to Coast Guard jurisdiction. However, based on a full review of the project from the standpoint of navigation, the location of the bridge meets the criteria of our advance approval category for the construction of bridges. That is, at the site, the waterway is not actually navigated by other than canoes, rowboats and small motorboats pursuant to 33 CFR 115.70. Accordingly, a specific Coast Guard bridge permit will not be required for the project. Plans for the proposed replacement bridge, however, must provide adequate clearances to pass existing navigation during high water stages and have no significant impact on the environment. The bridge should be constructed about the applicable flood elevations for this area of Harrison County.

This authorization is valid for a period of two years to commence construction and five years to complete construction from the date of this letter. Should you not adhere to this time frame, you must resubmit an application for Coast Guard review to ensure that conditions have not changed which would preclude the project from meeting the criteria for Advance Approval.

As a condition to this approval, and pursuant to Title 33 of the Code of Federal Regulations, Part 118.40, you are required to submit a proposed navigational lighting plan for the proposed bridge or a request to exempt the structure from Coast Guard lighting requirements. Your statement of the reason for the exemption must fulfill the requirements of this section. Specifically, if no nighttime navigation occurs at the proposed bridge site, a statement to this effect is required before the exemption can be made.

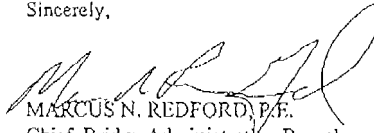
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

c-06-00 09:19A Ainsworth-MacAllan, LTD. 228-872-5462 P.03

16591C
December 1, 2000

This determination does not relieve you of your responsibility to obtain appropriate permits from any other federal, state or local agency having jurisdiction in this matter.

Sincerely,


MARCUS N. REDFORD, P.E.
Chief, Bridge Administration Branch
By direction of the Commander
Eighth Coast Guard District

Copy: Mr. Ron Krizman, COF Mobile, AL.
Mr. Joe Gill, Ainsworth-MacAllan, Ltd.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

NOV-27-00 03:15P Ainsworth-MacAllan,LTD.

228-872-5462

P.01

FAX**Date** 11/27/2000**Number of pages including cover sheet** 3

TO: Mr. Paul Necaise
 Department of Marine
 Resources
 1141 Bayview Avenue
 Suite 101
 Biloxi, MS 39530

FROM: Joe Gill, Jr., Vice President
 Ainsworth-MacAllan, Ltd.
 P. O Box 535
 Ocean Springs, MS 39566

Phone (228) 872-1407**Fax Phone** (228) 872-5462**Phone** (228) 374-5022 Ext. 5217**Fax Phone** (228) 374-5008**CC:**

REMARKS: Urgent For your review Reply ASAP Please Comment

Paul, attached is a copy of the letter from the COE stating that a permit will not be required from the DOA for the proposed bridge. If you have any questions please call me.

Thanks !

Joe

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Nov-27-00 03:15P Ainsworth-MacAllan, LTD. 228-872-5462
 11/27/2000 15:32 1228775511 SOLUTIONS INC

P.02
 PAGE 02



DEPARTMENT OF THE ARMY
 MOBILE DISTRICT, CORPS OF ENGINEERS
 P.O. BOX 2288
 MOBILE, ALABAMA 36628-0001

REPLY TO
 ATTENTION OF:

November 20, 2000

Regulatory Branch
 Operations Division

SUBJECT: Wetland Delineation Map for 109-Acre Parcel of
 Property Adjacent to Brodie Road - Jurisdictional Number
 MSJ00 03713-T

Solutions, Inc.
 Attention: Mr. Eric F. Necaiss
 Post Office Box 6341
 Diamondhead, Mississippi 39525-6341

Dear Mr. Necaiss:

Reference is made to your request for a field review of your wetland delineation map concerning a 109-acre parcel of property owned by Mr. Phil Ward adjacent to Brodie Road, D'Iberville, Mississippi (see enclosed copy of 'final' wetland map). Specifically, the property is located in Section 18, Township 7 South, Range 9 West, Harrison County, Mississippi. Further reference is made to the on-site meeting of October 11, 2000, between you, Mr. Joe Gill (consultant - Ainsworth-MacAllan, LTD), and Mr. Frank Hubiak, a member of my staff, concerning the property.

The field review disclosed that a significant portion of the property is considered wetlands ('high quality' marsh and similar areas) and is subject to our Federal permitting authority pursuant to Section 404 of the Clean Water Act of 1977 (33 USC 1344). Section 404 prohibits the placement of dredged or fill material into waters of the United States, including wetlands, unless the work has been authorized by a Department of the Army (DOA) permit.

It appears that Federally-regulated wetlands comprise approximately 60 percent of the property. This determination was based upon available soils data, aerial photographs, and a field review of your wetland delineation map. The 'final' wetland delineation map submitted to our office accurately depicts the wetland areas located on the property. Once specific fill locations for the property have been determined and a project plan developed, a more detailed site inspection may be required to determine the actual amount of wetland acreage impacted. As discussed, a DOA permit will not be required from our office for the proposed construction of a pile-supported (no fill) linear bridge structure through the

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Nov-27-00 03:15P Ainsworth-MacAllan, LTD. 228-872-5462
 11/27/2000 15:32 1228275511 SOLUTIONS INC

P.03
 PAGE 63

-2-

'tidal' wetlands to the 'island portion' of the property provided all the approach fills are located in nonwetland (upland) areas. Also, the proposed attachment of any utility line to the bridge, no lower than low steel of the bridge, will not require a DOA permit. Please note that the proposed bridge structure must be reviewed and approved by the United States Coast Guard before any work is initiated.


Slab-on-grade construction, grading, landclearing with heavy equipment, some pile-supported structures, and constructing a built-up road are considered filling activities and will require a permit if located in wetlands. Handclearing, bushhogging and burning of vegetation (no fill) landward of mean high water of any tidal waterway does not require a Section 404 permit.

This letter grants no property rights and does not obviate any obligation or responsibility for the compliance with the provisions of any other law or regulation of any local, state, or Federal authority.

Please be advised that this jurisdictional determination reflects current policy and is based upon criteria contained in the U.S. Army Corps of Engineers' Wetlands Delineation Manual dated January 1987. If after a 5-year period this jurisdictional determination has not been specifically revalidated by the U.S. Army Corps of Engineers, it shall automatically expire. Should you disagree with certain terms and/or conditions of this determination, the enclosed Notification of Applicant Options outlines the steps to take to file your objection.

Thank you for your cooperation with our permit program. If you have any questions concerning this matter, please contact Mr. Frank Hubiak of the Enforcement Section at (334) 690-3186.

Sincerely,


 Arthur G. Hoesy, Jr.
 Chief, Enforcement Section
 Regulatory Branch

Enclosure

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

U.S. Department
of Transportation
United States
Coast Guard



Commander
Eighth Coast Guard District
Hale Boggs Federal Building

501 Azalea St.
New Orleans, LA 70130-3190
Staff Symbol: (cb)
Phone: (504) 589-2965
FAX:

BRIDGE PROJECT QUESTIONNAIRE

Please provide the following information:

A. NAVIGATION DATA:

1. Name of Waterway: BACK BAY BILOXI
- 1a. Mileage along waterway measured from mouth or confluence N/A
- 1b. Tributary of N/A at mile _____.
2. Geographic Location: BRODIE ROAD Biloxi Harrison, MS
(Road Number City County State)
3. Township, section and range, if applicable: S8 T7S R9W
4. Tidally influenced at proposed bridge site? Yes No see below
Range of tide < 0.5 feet
5. Depth and width of waterway at proposed bridge site:

	Depths	Widths
At Mean High Tide	<u>N/A</u>	<u>N/A</u>
At Mean Low Tide	<u>N/A</u>	<u>N/A</u>
6. Character of present vessel traffic on waterway. If none, so state: None
 Canoe _____ Rowboat _____ Small Motorboat _____ Cabin Cruiser _____
 Houseboat _____ Pontoon Boat _____ Sailboat _____
- 6a. Provide vertical clearance requirement for largest vessel using the waterway: _____.
- 6b. Provide photograph of each type of vessel using the waterway.
7. Are these waters used to transport interstate or foreign commerce?
Yes _____ No .
- 7a. Are these waters susceptible to use in their natural condition or by reasonable improvement as a means to support interstate or foreign commerce?
Yes _____ No .
- 7b. Any planned waterway improvements to permit larger vessels to navigate (to your knowledge)? NO If so, what are they? _____

This site was one piece of property at one time. No standing water is observed at the site even at high tide.

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8. Any natural or manmade obstructions, bridges, dams, weirs, etc. downstream or upstream? Yes _____ No X
- 8a. If yes, provide upstream/downstream location with relation to the proposed bridge. _____
- 8b. If bridges are located upstream or downstream, provide vertical clearance at mean high water and mean low water and horizontal clearance normal to the axis of the channel. _____
- 8c. Provide a photograph of the bridge from the waterway showing channel spans.
9. Will the structure replace an existing bridge? Yes _____ No X
- 9a. Provide permit number and issuing agencies of permits for bridge(s) to be replaced. N/A
- 9b. Provide vertical clearance at mean high water and mean low water and horizontal clearance normal to the axis of the channel for the proposed bridge.
N/A
10. List names and addresses of persons whose property adjoins bridge right-of-way.
PLANTATION OAKS OF MS, INC.
2310 19th St. Suite B
Sulphur, MS 39501
11. List names and addresses/location of marinas, marine repair facilities, public boat ramps, private piers/docks along the waterway within 1/2 mile of the bridge site.
N/A
12. Attach location map and plans for the proposed bridge; including vertical clearances above mean high water and mean low water and horizontal clearance normal to axis of the waterway.
13. Attach three (3) photographs taken at the proposed bridge site: one looking upstream, one looking downstream, and one looking along the alignment centerline across the bridge site.

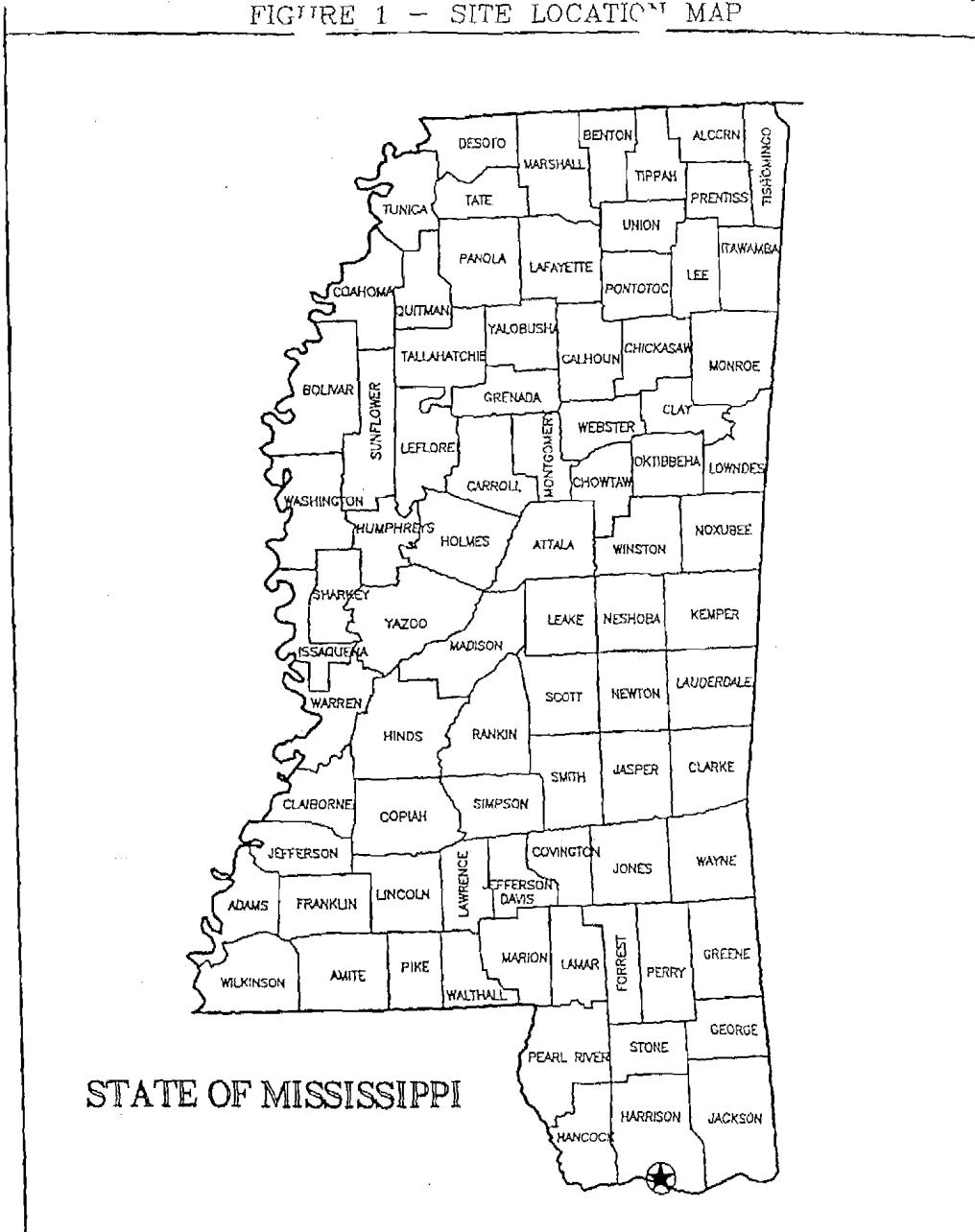
Date:

Signature: 

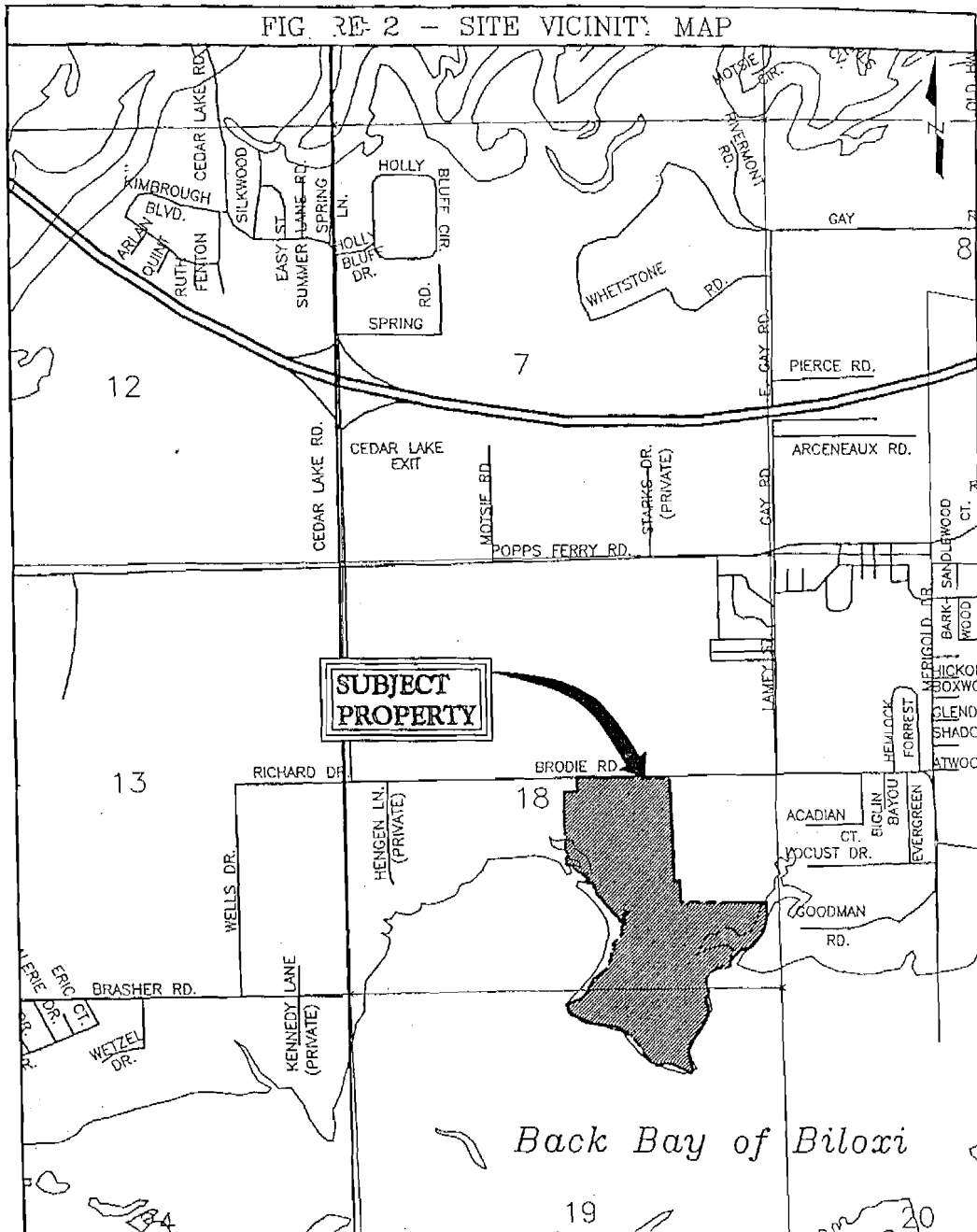
Attachments: Location Map
 Bridge Plans
 Photographs

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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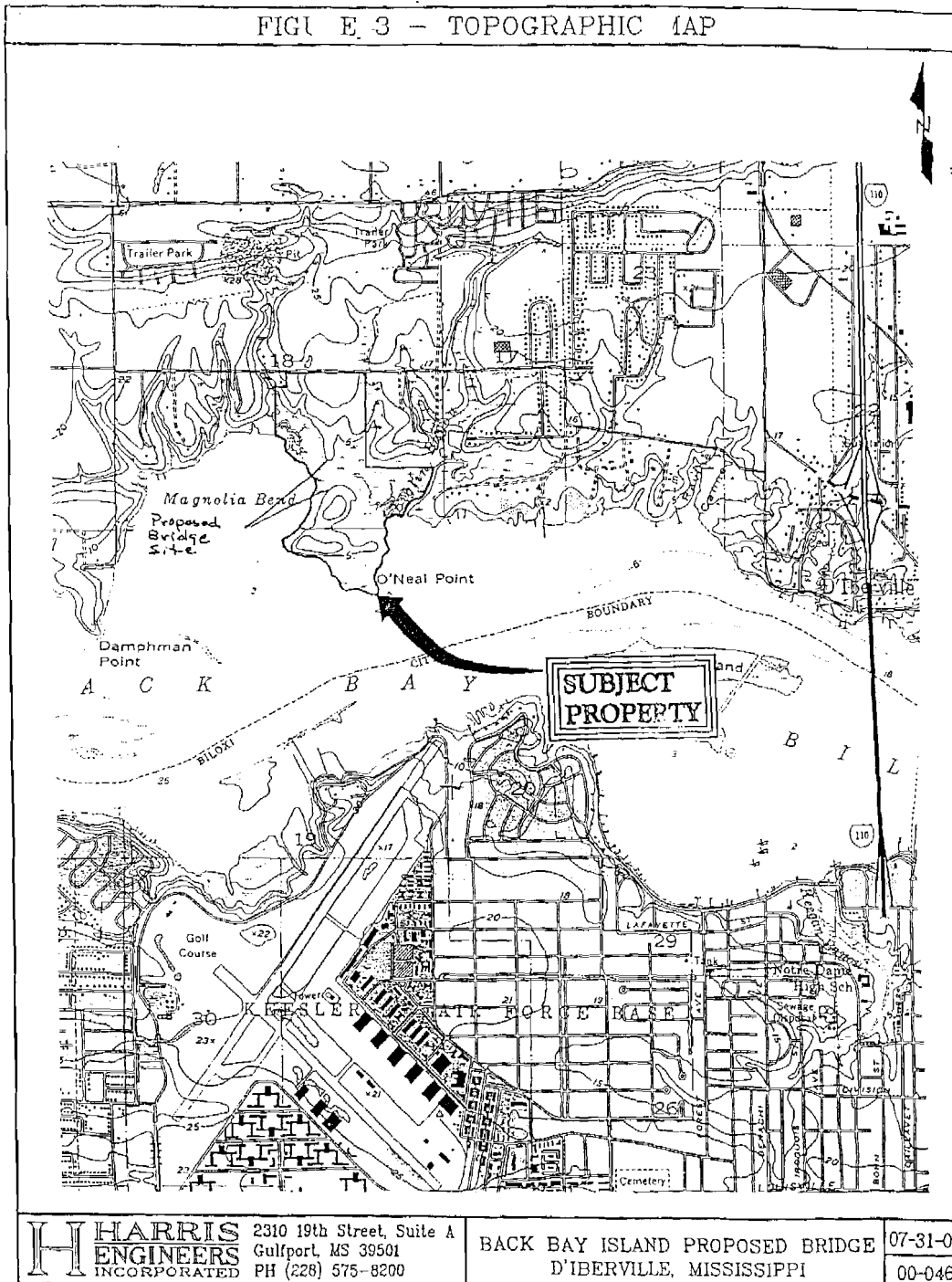
FIGURE 1 - SITE LOCATION MAP



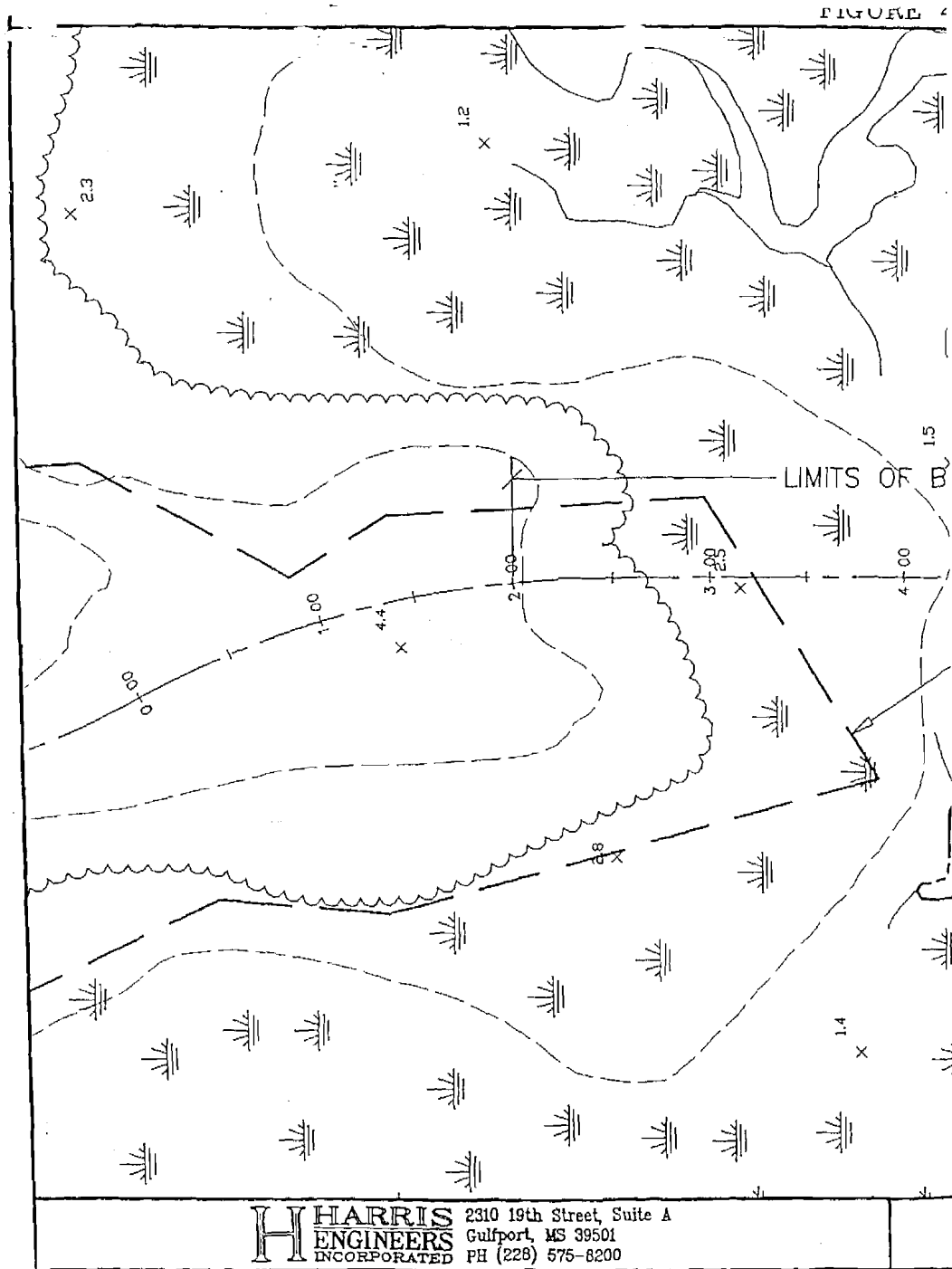
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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

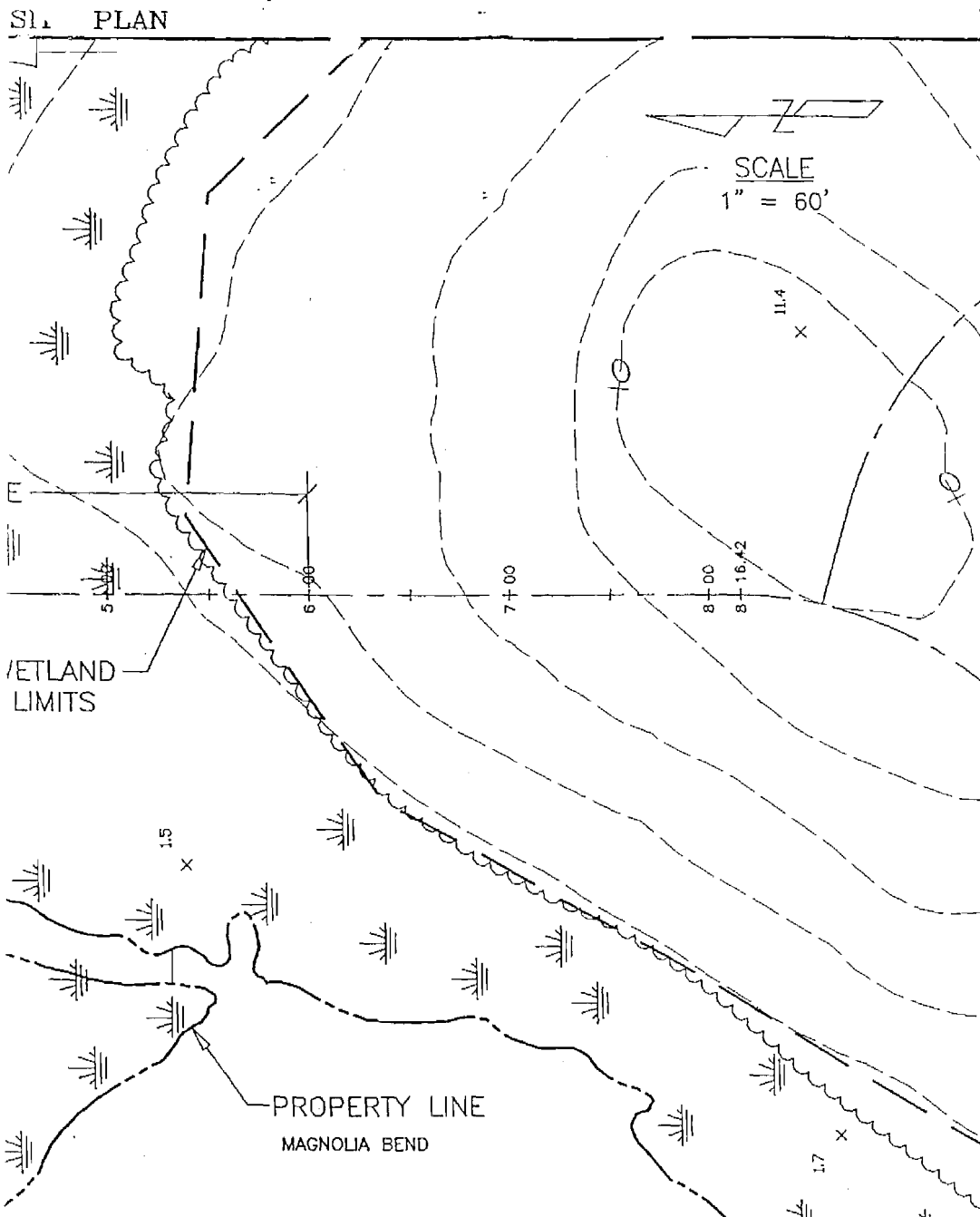


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HARRIS 2310 19th Street, Suite A
ENGINEERS Gulfport, MS 39501
INCORPORATED PH (228) 575-8200

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM



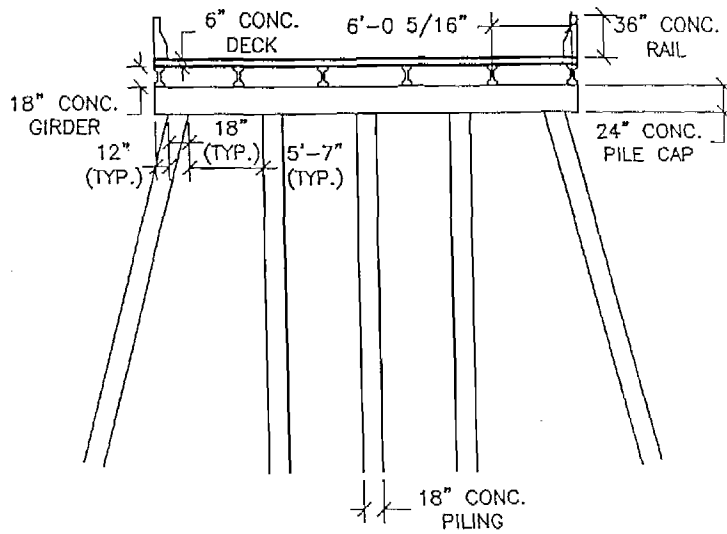
BACK BAY ISLAND PROPOSED BRIDGE
D'IBERVILLE, MISSISSIPPI

07-31-00

00-046

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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L BRIDGE DETAIL

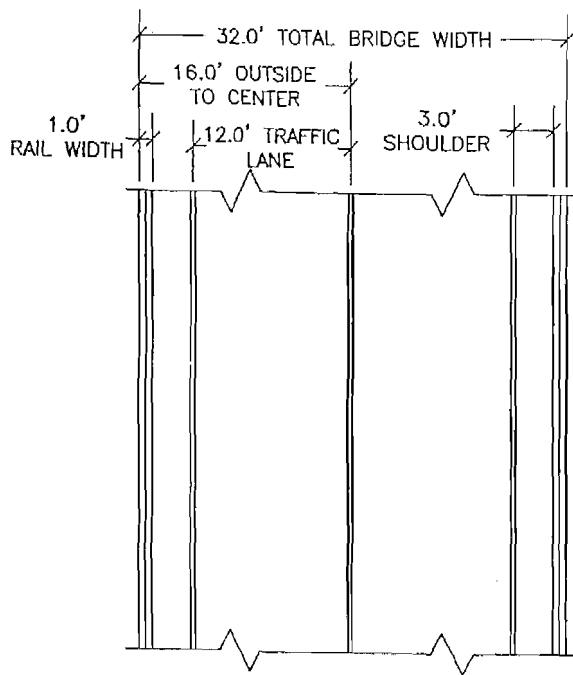


SECTION VIEW

1" = 10'

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

FIGURE 6 - TYI

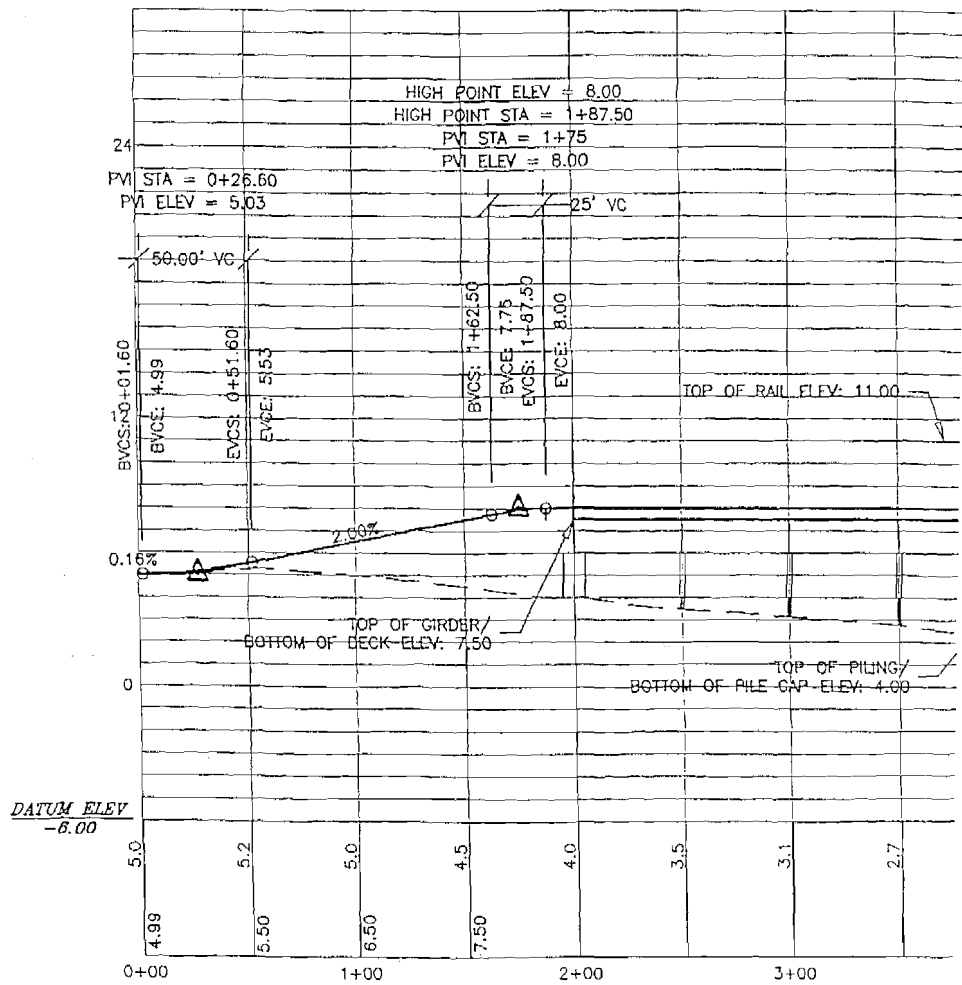


PLAN VIEW

1" = 10'

MINUTE BOOK
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JANUARY 2001 TERM

FIGURE 5 -- PROP

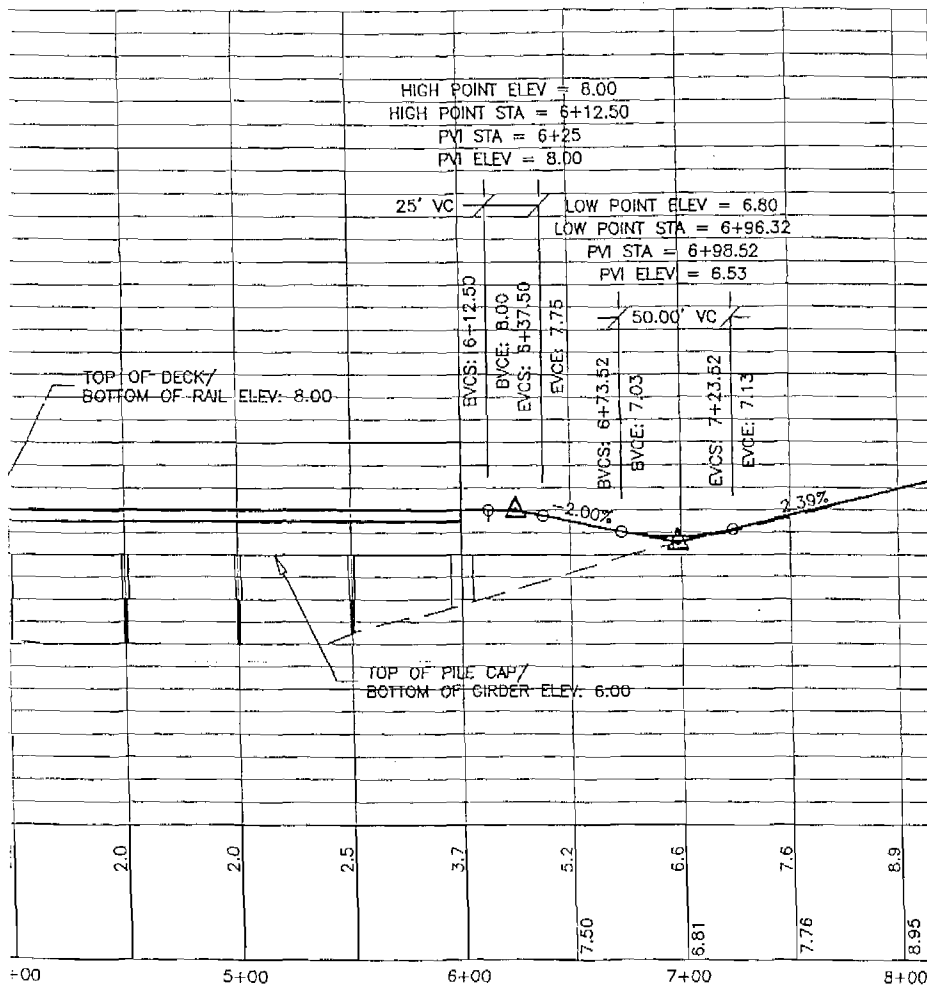


MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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ED BRIDGE PROFILE



VERTICAL SCALE: 1" = 6'
 HORIZONTAL SCALE: 1" = 60'

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

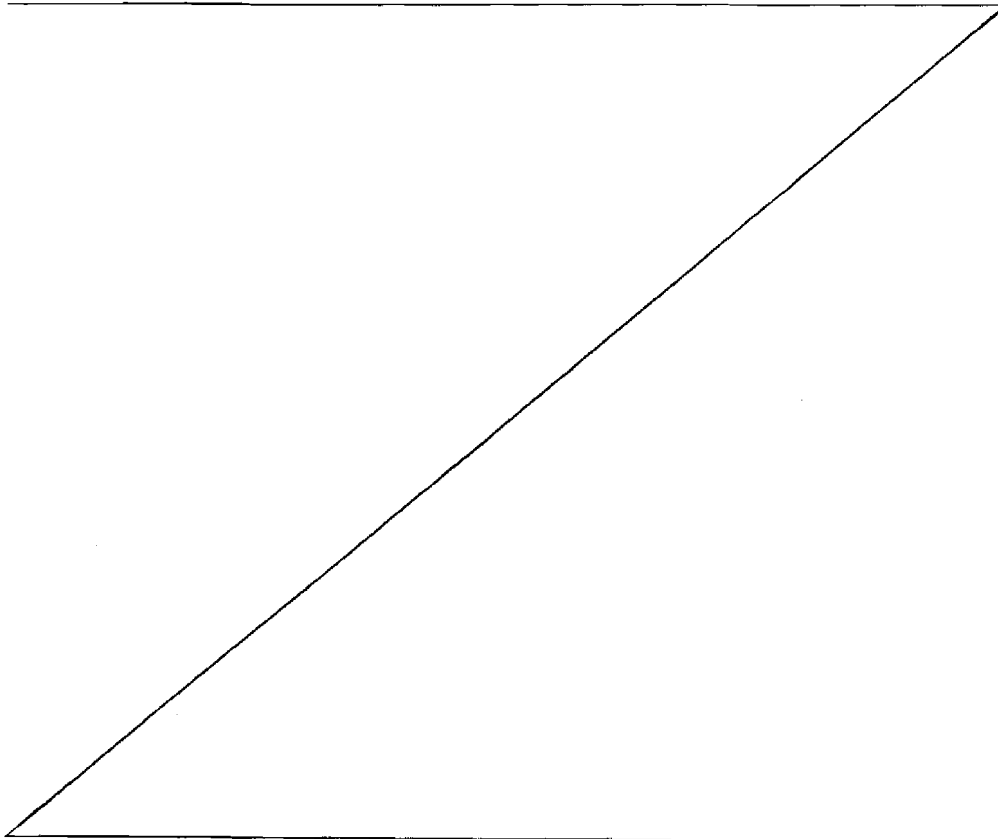
* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER APPROVING RENTAL OF ONE PORTABLE BUILDING TO HOUSE THE MOSQUITO CONTROL DEPARTMENT FROM ACTON MOBILE INDUSTRIES, INC. AT A COST OF \$200.00 PER MONTH, SETUP EXPENSES NOT TO EXCEED \$1,200.00 AND PAYABLE FROM 001-412-530; AND PURCHASE OF ONE UTILITY SHED AT A COST OF \$1,895.00 PER LOW QUOTE SUBMITTED BY LIFETIME PORTABLE BUILDING, LLL. AND PAYABLE FROM 001-412-901; AND AUTHORIZING BUDGET AMENDMENTS THEREFOR

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE rental of one portable building to house the Mosquito Control Department from Acton Mobile Industries, Inc. at a cost of \$200.00 per month (\$1,800.00 for FY 2000/2001), setup expenses not to exceed \$1,200.00 and payable from 001-412-530; and the Board does HEREBY APPROVE purchase of one utility shed at a cost of \$1,895.00, per low quote submitted by Lifetime Portable Building, LLL. payable from 001-412-901, said quotations being as follows:



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Dec-14-00 11:18A ACTON/Mobile,AL

334 602 6214

P.01

ACTON MOBILE INDUSTRIES, INC.
QUOTATION

BRANCH OFFICE: MOBILE, AL

DATE: 12-14-00

P.O. Box 190493
Mobile, AL 36619PHONE: 334/602-6226
800/251-1600
FAX: 334/602-6214

SALESPERSON: Melissa Bowers

TOTAL PAGES: 6

CUSTOMER
 Harrison County
 Raymond
 (228) 864-6373
 (228) 864-6374 Fax

SITE LOCATION
 Gulfport, MS

<u>MODEL</u>	<u>BOX SIZE</u>	<u>LEASE TERM</u>	<u>MONTHLY RATE</u>	<u>SALES PRICE</u>	<u>OPTION PRICE</u>
1260	12x56	9 months	200.00		

ACTON has a month to month billing cycle based on calendar months.

INITIAL/ONE TIME CHARGES

Delivery	265.00
Block & Level	465.00
Anchors (Qty: <u> </u>)	Included
Security Deposit	1 st month rent
Dismantle	65.00
Return Freight	265.00

OPTIONSADDITIONAL INFORMATION

There will be an additional charge if unit has to
 be setup on asphalt or concrete.

ATTACHMENTS: Unit(s) Description, Floor Plan(s), Operating Instructions, Set-Up Clarification Sheet

Quotation is contingent upon customer's execution of appropriate ACTON contract & credit documents plus availability of equipment at time of order. Prices quoted exclude all taxes, licenses, permits, fees and utility connections. ACTON does not warrant this unit meeting any local or state codes not specifically listed in this quote. "All Risk" Physical Loss or Damage Insurance coverage shall be provided by lessee for the full value of equipment naming ACTON MOBILE INDUSTRIES, INC As "Additional Insured" & "Loss Payee". All units must be insured while on lease. Lessee has the option of ACTON'S insurance or providing their insurance certificate. ACTON assumes no responsibility for site locations or regulations that prohibit ACTON from working on unit(s).

Prices are good for thirty (30) days, and are subject to change.


 Quote prepared by: Melissa Bowers

Customer acceptance _____ Date _____
 Name: _____
 Title: _____

ACTON MOBILE INDUSTRIES, INC.

ALABAMA FLORIDA GEORGIA ILLINOIS KENTUCKY NORTH CAROLINA PENNSYLVANIA TENNESSEE TEXAS VIRGINIA
 (1-00)

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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001 412 901

LIFETIME PORTABLE BUILDING, LLC

(228) 831-1588
 Cellular 860-7715



11319 Hwy. 49 North
 Gulfport, MS 39503

ONTRUCK Quote

DATE 12/14/00

Invoice

SOLD TO Harrison County PHONE () 864-6373
 ADDRESS Attn: Raymond Curren
 CITY _____ STATE _____ ZIP _____
 SHIPTO _____ PHONE () _____
 ADDRESS _____ SALES PERSON _____
 CITY _____ STATE _____ ZIP _____
 RESALETAX# _____ TYPE OF PAYMENT _____

QTY	MODEL	DESCRIPTION	EA.	TOTAL
1	10x30	Exmo mod construction		1895 ⁰⁰
		DELIVERED + SET-UP.		
1	Anchor Kit			N/C

DIRECTION TO SITE	SUBTOTAL	_____
	TAX	<u>N/A</u>
	TOTAL	_____
	SHIPPING	_____
	DOWN PAYMENT	_____
	AMOUNT FINANCED	_____
	MONTHLY PAYMENT	_____
	BALANCE	<u>1895⁰⁰</u>

NOTE:
 CUSTOMER IS RESPONSIBLE FOR PROVIDING ACCESS TO THEIR BACKYARD,
 SEPTIC TANK LOCATIONS, FENCE REMOVAL, RUTTING YARD AND TRIMMING OF TREE LIMBS

CREDIT CARD TYPE _____ EXP: ____/____

CARD IN NAME OF: _____

SIGNATURE AUTHORIZES INSTALLATION
 AND ACCEPTANCE OF ALL TERMS.

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2001 TERM

Proposal _____ Page No. _____ of _____ Pages

COUNTRY FOLKS PORTABLE BUILDINGS

11464 Hwy. 49 N.
GULFPORT, MS 39503
(601) 832-7946

PROPOSAL SUBMITTED TO <i>Harrison County</i>	PHONE <i>869-6373</i>	DATE <i>12/14/00</i>
STREET <i>County Line Rd</i>	JOB NAME	
CITY, STATE AND ZIP CODE <i>Gulfport, Ms. 39503</i>	JOB LOCATION	
ARCHITECT <i>Raymond Curran</i>	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

10 x 20' Sipsider
 4 windows, Treaded 3/4" floor
 2 light, Treaded 2x6 floor joist
 2 recepticals
 Alum. Siding 2250⁰⁰
 includes Anchoring,
 Del, Block, Levelled

\$ 2250⁰⁰

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Jan M. [Signature]

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

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IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE budget amendments for said rental and purchase.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

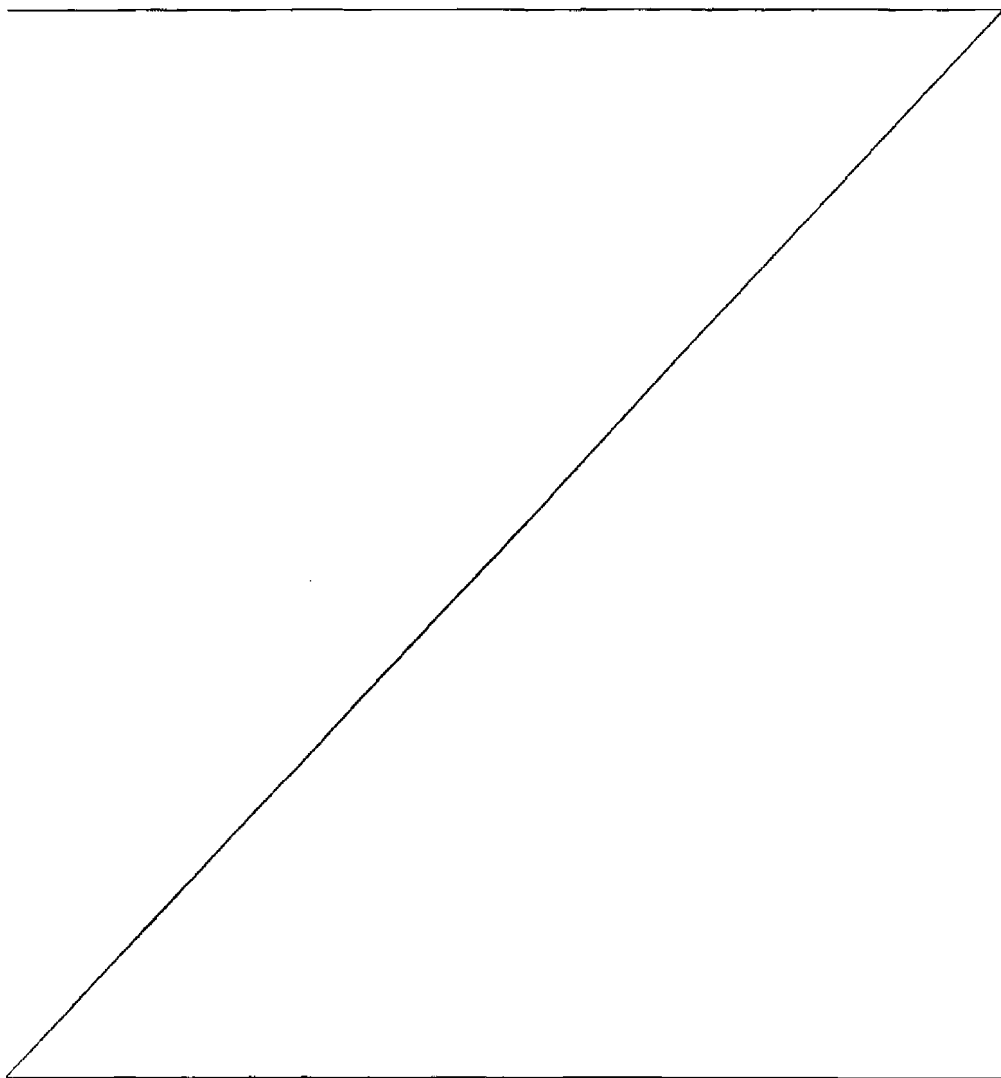
* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER APPROVING PURCHASE OF MITIGATION CREDITS FOR THE
WEST COUNTY CONNECTOR ROAD PER THE LOW QUOTE
SUBMITTED BY LITTLE BILOXI WETLANDS TRUST IN THE TOTAL
AMOUNT OF \$33,426.00, AS RECOMMENDED BY BROWN &
MITCHELL, INC.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE purchase of mitigation
credits for the West County connector road per the low quote submitted by
Little Biloxi Wetlands Trust in the total amount of \$33,426.00, as
recommended by Brown & Mitchell, Inc. The recommendation and quotes
received are as follows:



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Brown & Mitchell, Inc.

*Engineers & Environmental Consultants
 Gulfport, MS — Biloxi, MS*

MEMORANDUM

TO: Harrison County Board of Supervisors

FROM: Larry Lewis

REF: Mitigation Credits - West County Connector Road

DATE: January 5, 2001

Attached for your review and consideration are three (3) cost proposals for mitigation credits for the West County Connector Road project. These proposals were submitted by the mitigation bank organizations as per our request for cost proposals which is also attached.

The per credit cost and total cost are summarized in the table below. Based on the response, we recommend that the Harrison County Board of Supervisors accept the cost proposal submitted by Little Biloxi Wetland Trust, Inc.

Attachments

Attachment 1: Cost Proposals from Mitigation Banks
 Attachment 2: Request for Proposals.

MITIGATION BANK	COST PER CREDIT	TOTAL COST
Little Biloxi Wetlands Trust	\$3,095.00	\$33,426.00
Wetlands Solutions, LLC		\$33,750.00*
The Nature Conservancy	\$4,400.00	\$47,520.00

* Wetlands Solutions, LLC submitted a lump sum cost.

U:\2507\west\mit credits cost memo 01-05-01

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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ATTACHMENT 1
COST PROPOSALS FOR MITIGATION CREDITS

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

MITIGATION SITE: Devils Swamp BioReserve

AGREEMENT TO PROVIDE MITIGATIVE LANDS

This agreement is made by and between the Little Biloxi Wetland Trust, Inc. (LBWTI) a Mississippi Corporation, hereinafter referred to as the landowner, and Harrison County Board of Supervisors, hereinafter referred to as the permit holder.

The land owner agrees to provide +/- 10.8 acres of preserved and enhanced wetland and wildlife habitat as mitigation credit for the Highway 67 and East Wortham Road Connector Road Project, as authorized by the U. S. Army Corps of Engineers Permit # MSJ00-00968-P. The landowner will perform certain and professionally accepted management activities suitable to improve or maintain the mitigation tract for the highest wetland and wildlife values for the life of the mitigation area.

As consideration for the above, the permit holder agrees to pay the landowner, LBWTI, the sum of \$ 33,426.00. Said payment to be made to the landowner upon notification of issuance of the Corps of Engineers permit, letter authorization or transfer agreement.

This agreement is made, this the _____ day of _____, 2000.

Gary J. Cuevas
Gary J. Cuevas, President, LBWTI

01/04/01
Dated

Permit Holder
Harrison County Board of Supervisors

Dated

MINUTE BOOK
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WETLANDS SOLUTIONS, LLC

Post Office Box 2407 • 12440 Seaway Road • Gulfport, Mississippi 39505
Telephone (228)896-8989 • Fax (228)897-1779

January 5, 2001

VIA HAND DELIVERY

Brown & Mitchell, Inc.
Engineers & Environmental Consultants
Gulfport, Mississippi

ATTENTION: Mr. Larry Lewis, Senior Environmental Scientist

Dear Larry:

REF: DOA Permit #MS00-00968-P, Harrison County Board of Supervisors

In response to your request for a cost-proposal for the Harrison County Board of Supervisors' West Connector Road project, we offer to sell mitigation credits to compensate for 3.6 acres of medium quality wetlands for a total sum of \$33,750.

Sincerely,

WETLANDS SOLUTIONS, LLC



Brandon Pike

BP/lcc

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

01/05/01 14:16 FAX 2288728455

NATURE CONS OSFO

01



MISSISSIPPI CHAPTER
 1709 Government Street
 Ocean Springs, MS 39564

Tel 228-872-8452
 Fax 228-872-8455

FAX COVER SHEETDATE: 1/5/01TO: Larry LewisFAX NO: (228) 864-7676FROM: George RamseyFAX NO: 228-872-8455Total number of pages including cover sheet are 2

Should you not receive all the pages, please call 228-872-8452.

Notes: Larry, Per your request I am
acknowledging receipt of your RFP on
Jan. 4, 2001 regarding DDA permit # MS00-00968-P.
The following page lists our pricing structure
and I have noted on it some specific
pricing as well.

Thank you,

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

01/05/01 14:16 FAX 2288728455

NATURE CONS OSFO

02

**Old Fort Bayou
Mitigation Bank**

The Old Fort Bayou Mitigation Bank is designed to offset wetland loss in the following categories and costs:

- Pine dominated wetland: \$5,300 per credit
- Emergent wetland: \$5,300 per credit
- Emergent marsh: \$5,300 per credit
- Broad and needle-leaf bottomland hardwood wetlands: \$4,400 per credit

Ratios for mitigation are:

- Low-quality wetlands: 2:1
- Medium-quality wetlands: 3:1
- High-quality wetlands: 5:1

Old Fort Bayou Mitigation Bank has mitigation sites in Jackson, George, and Greene counties. These sites provide a mitigation option for the portions of the following 13 counties in Southeast Mississippi that are in the Mobile Corps of Engineers District. Coverage may be extended to a limited additional area at higher ratios within the Mobile Corps of Engineers District.

Carleton	Harrison	Perry
Fisher	Jackson	Stone
George	Jones	Wayne
Greene	Lamar	
Hancock	Head River	

**THE MISSISSIPPI
NATURAL RESOURCES
COMMISSION**
OR MISSISSIPPI

1709 Government Street
 Ocean Springs, Mississippi 39564
www.tnrc.org/mississippi
 Tel: 228.872.8452
 Fax: 228.372.8453
 E-MAIL: grf@tnrc.org
Printed 2/01/01

Permit does not seem to indicate wetland type. Project costs for each general category are:

Pine Savanna
 3.6 acres x 3 x \$5,300⁰⁰
 = \$57,240⁰⁰

Hardwood / Broadleaf / Cypress, etc.
 3.6 x 3 x \$4,400⁰⁰
 = \$47,520⁰⁰

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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ATTACHMENT 2
REQUEST FOR COST PROPOSALS FOR MITIGATION
CREDITS

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Brown & Mitchell, Inc.

Engineers & Environmental Consultants
Gulfport, MS — Biloxi, MS

January 4, 2001

TRANSMITTED VIA FAX TO DISTRIBUTION LIST (6 PAGES)

REF: DOA Permit #MS00-00968-P
Harrison County Board of Supervisors

TO WHOM IT MAY CONCERN

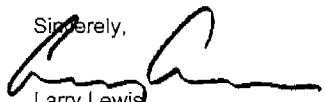
The Harrison County Board of Supervisors, has received a permit from the U.S. Army Corps of Engineers to construct the West Connector Road in Harrison County, Mississippi.

One of the conditions of the permit is that the Supervisors purchase mitigation credits to compensate for the loss of "3.6 acres of medium quality wetlands". If your organization is interested in providing a proposal to the Board of Supervisor for these credits, please forward a cost-proposal for the credits, along with a description of the services your organization can offer to our office. Your proposal may be express mailed or hand-delivered to our office by Friday, January 5, 2001 at 1:00 pm.

To assist you in preparing this proposal, I am forwarding a copy of the Corps of Engineers Permit

If you have any questions regarding this correspondence, please let me know.

Sincerely,


Larry Lewis
Senior Environmental Scientist

Attachments:

Distribution List
DOA Permit #MS00-00968-P

UA\2507\west\mit tr

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

DISTRIBUTION LIST

Mr. George Ramseur, Jr.
The Nature Conservancy
Old Fort Bayou Mitigation Bank
P.O. Box 40
Ocean Springs, MS 39566
FAX: 228-872-8455

Mr. Martin Goldin
Wetlands Solutions Mitigation Bank
Wetlands Solutions, LLC
P.O. Box 2407
Gulfport, MS 39505
FAX: 228-897-1779

Mr. Gary Cuevas
Little Biloxi Wetland Trust, Inc.
P.O. Box 369
Wiggins, MS 39577
FAX: 228-388-1585

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER APPROVING ADVERTISEMENT FOR PROPOSALS TO
PURCHASE MITIGATION CREDITS FOR HARRISON COUNTY FOR
THE YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE advertisement for
proposals to purchase mitigation credits for Harrison County for the year
2001.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

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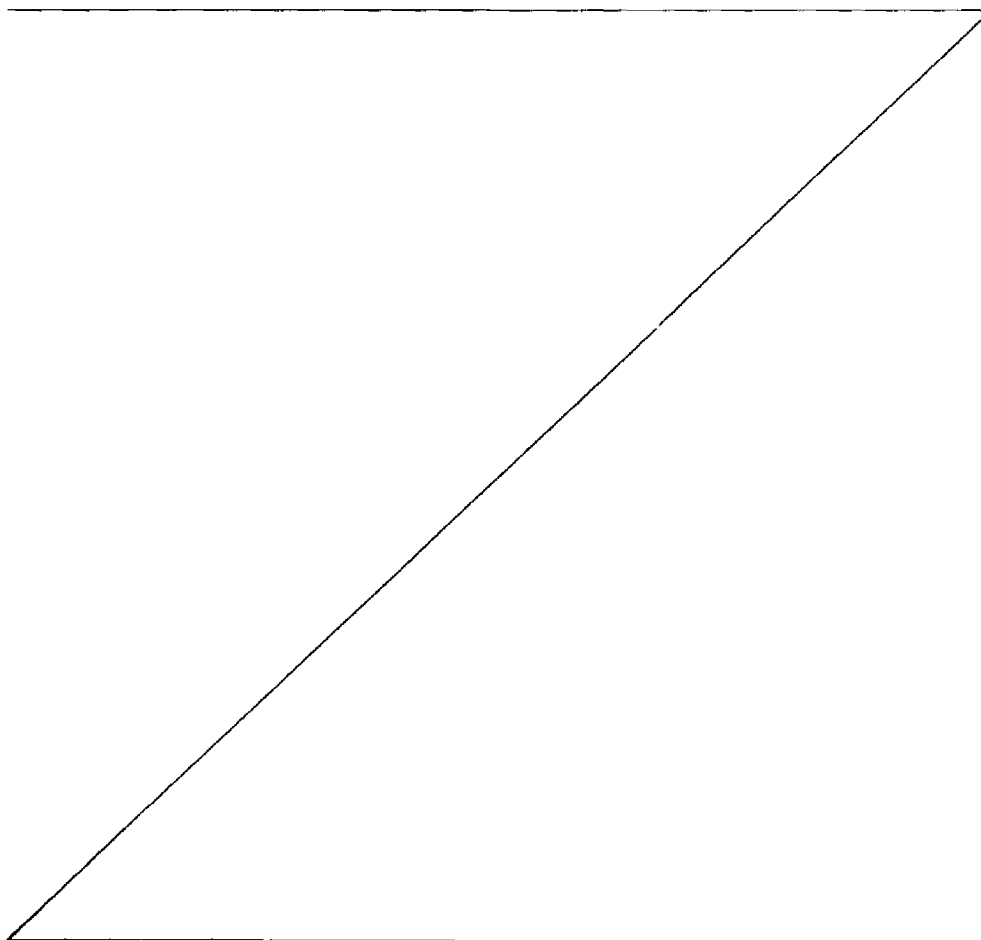
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

(SUPERVISOR ROCKCO WAS OUT ON VOTE.)

Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING CHANGE ORDER NO. 1 TO JESCO
CONSTRUCTION CORPORATION'S CONTRACT, MODIFYING THE
METHOD OF PAYMENT FOR ITEM 1-A, AS RECOMMENDED BY
BROWN & MITCHELL, INC., FOR THE SAND BEACH
RENOURISHMENT PROJECT, AND AUTHORIZING THE BOARD
PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE Change Order No. 1 to Jesco
Construction Corporation's contract, modifying the method of payment for
item 1-A, as recommended by Brown & Mitchell, Inc., for the Sand Beach
renourishment project; and the Board does HEREBY AUTHORIZE the Board
president to execute said Change Order No. 1, which is as follows:



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Brown & Mitchell, Inc.
Engineers & Environmental Consultants
Gulfport, MS — Biloxi, MS
 January 3, 2001

Harrison County Board of Supervisors
 P.O. Drawer CC
 Gulfport, MS 39502

RE: Harrison County Sand Beach Renourishment Project

Ladies and Gentlemen:

As you know, JESCO Construction Corporation is progressing well on the above referenced project. Currently, they are dredging in the central Biloxi area. The Contractor has requested we review and consider modifications to one pay item.

Pay Item 1-A, Mobilization, provides for payment of the lesser of 50% of this bid item or 2.5% of the contract amount when 5% of the work is accomplished and the lesser of 100% of the bid item or 5% of the contract be paid when 10% of the work is accomplished.

The Contractor's bid for this item is \$975,768.00. Therefore, when 5% of the work is complete, the Contractor will receive the lesser of \$487,884.00 or \$133,646.45. Likewise, when 10% of the work is complete, the Contractor is due the lesser of \$975,768.00 or \$267,262.86. Therefore, the Contractor will receive \$267,262.86, and the County will hold the remaining \$708,505.00 until the contract is complete. This money being withheld is in addition to the retainage. To date, the Contractor has completed approximately 16% of the work and therefore, Pay Application #2 reflects total payment to date for this line item of \$267,262.86.

In order to allow the Contractor some additional monies for the front-end equipment requirements, we recommend the payment method be modified to allow for a pro-rata share of the \$708,505.00 be paid during completion of the project (i.e., at the 25% completion point, the Contractor will be paid 25% of the \$708,505.00). This modification will not affect the retainage.

Mr. Bobby Weaver and I have reviewed this issue and feel this payment modification is fair to both parties. If you are in agreement with our recommendation, please have the appropriate official execute the attached three (3) original Change Orders Number 1; returning all three to our office for further execution and distribution.

As always, contact me at 864-7612 with questions and/or comments.

Sincerely,



Bill Mitchell, P.E.
 President

Attachments

cc: Mr. Bobby Weaver, Director, HARCO Sand Beach Department w/attachment
 Mr. Joe Meadows, Attorney for HARCO Board of Supervisors w/attachment

A:\oo trans.itt word

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

CHANGE ORDER

NO: 1

PROJECT:	HARRISON COUNTY SAND BEACH RENOURISHMENT PROJECT	DATE OF ISSUANCE:	January 3, 2001
OWNER:	HARRISON COUNTY BOARD OF SUPERVISORS P.O. DRAWER CC GULFPORT, MS 39502	OWNER'S PROJECT #	N/A
CONTRACTOR:	JESCO CONSTRUCTION CORPORATION 15312 DEDEAUX ROAD GULFPORT, MS 39505	ENGINEER:	BROWN & MITCHELL, INC. 521 34th STREET GULFPORT, MS 39507
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	96-2178D

You are directed to make the following changes in the Contract Documents:

THE PURPOSE OF THIS CHANGE ORDER IS TO MODIFY THE METHOD OF PAYMENT FOR ITEM 1-A, MOBILIZATION.
 THIS CHANGE ORDER PROVIDES FOR MOBILIZATION TO BE PAID FOR AS FOLLOWS:

All sections of the Technical Specifications under Section 1-A will be applicable with the amendment that the monies (\$708,505.00) over and above what is paid to the Contractor when 10% of the work is complete will be paid for on a pro-rata basis as work is completed.

RECOMMENDED:
BROWN & MITCHELL, INC.

APPROVED:
HARRISON COUNTY BOARD
OF SUPERVISORS

JESCO CONSTRUCTION
CORPORATION

BY: William C. Mitchell, P.E.
William C. Mitchell, PE

BY: _____
Owner

BY: _____
Contractor

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(OUT ON VOTE)

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING PAYMENT OF CLAIMS FOR THE SAND BEACH
RENOURISHMENT PROJECT, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following
claims for the Sand Beach Renourishment Project, payable from account
#156-355-581:

1) \$285,567.04 to Jesco Construction Corporation application for
payment No. 2, as recommended by Brown & Mitchell

2) \$14,512.69 to Brown & Mitchell for professional services rendered on
the project.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPOINTING MS. LENORE SHAW AS A MEMBER OF THE
HARRISON COUNTY HUMAN RESOURCES AGENCY, REPRESENTING
SUPERVISOR'S VOTING DISTRICT 4, FOR A TERM ENDING
JANUARY 30, 2006**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPOINT Ms. Lenore Shaw as a
member of the Harrison County Human Resources Agency, representing
Supervisor's Voting District 4, for a term ending January 30, 2006.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the question to a
vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER ADJUDICATING OVERTIME IN THE OUTSIDE BUILDINGS &
 GROUNDS DEPARTMENT, AND APPROVING BUDGET AMENDMENT
 THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY ADJUDICATE overtime in the Outside
 Buildings & Grounds Department; and the Board does HEREBY APPROVE
 budget amendment for same.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the
 above and foregoing Order, whereupon the President put the question to a
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
 the Supervisors present, the President then declared the motion carried and
 the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER DESIGNATING THE PURCHASE CLERK, A REPRESENTATIVE
OF THE CHANCERY CLERK'S OFFICE AND ANY DEPARTMENT
HEAD AS NEEDED, AS REPRESENTATIVES OF THE BOARD TO
RECEIVE BIDS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY DESIGNATE the Purchase Clerk, a
representative of the Chancery Clerk's office and any Department Head as
needed, as representatives of the Board to receive the following bids at
10:30 a.m. on January 12, 2001:

1) Bid #00010 - One or more new utility tractors for the Road
Department;

2) Bid #00011 - Pest control service for Harrison County buildings

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above
and foregoing Order, whereupon the President put the question to a vote
with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
the Supervisors present, the President then declared the motion carried and
the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

ORDER APPROVING TRAVELS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following travels:

1) Richard Rose, Project Impact; Linda Rouse and Ivy Lacey, Civil Defense; Pam Ulrich, County Administrator, and any Supervisor to attend the Project Impact conference, February 7-9, 2001 in Point Clear, Alabama, estimated cost per person being \$629.00.

2) Robert G. Bailey, E-911 Coordinator, to attend training on the new Countywide radio system February 4-14, 2001 in Lynchburg, Virginia, estimated cost being \$1,821.75.

3) Vandy Mitchell, Assistant Personnel Director, and Pam Ulrich, County Administrator, to attend the Mississippi Wages and Hour Issues Seminar in Jackson, Mississippi January 31, 2001, estimated cost per person being \$301.00.

4) Linda Rouse and Ivy Lacey, Civil Defense; Pam Ulrich, County Administrator; Don Williams, Road Department; Harvey Evans, Community Center, and any Supervisor, to attend the National Hurricane Conference April 9-13, 2001 in Washington, D.C., estimated cost per person, excluding air fair, being \$1,075.00.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	NAY
Supervisor LARRY BENEFIELD voted	NAY
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER REQUESTING THE HARRISON COUNTY TOURISM
 COMMISSION TO ADVERTISE COUNTY RESOURCES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY REQUEST the Harrison County Tourism
 Commission to advertise County resources, as listed:

a) \$120.00 for full page ad in the Zeta Mu Lambda Chapter of Alpha Phi
 Alpha Fraternity, Inc. annual Beautillion program.

b) \$2,500.00 for the Long Beach Coral Department Association

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the
 above and foregoing Order, whereupon the President put the question to a
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
 the Supervisors present, the President then declared the motion carried and
 the Order adopted.

THIS the 8th day of January 2001.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

There came on for consideration by the Board the matter of a request for the Board to provide adequate street lighting by installing street lights as hereafter listed, located in Supervisor's Voting Districts 2 and 3, whereupon Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING INSTALLATION OF STREET LIGHTS, AS LISTED

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall approve installation of the following street lights:

- 1) Intersection of Daugherty Road and Larkwood Lane, Supervisor's Voting District 3;
- 2) 5360 Red Creek Road, Supervisor's Voting District 3;
- 3) 17020 Orange Grove Road, Supervisor's Voting District 2.

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE installation of the aforesaid street lights in Harrison County, Mississippi.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

ORDER REJECTING THE LOW BID OF GEOGRAPHIX, INC. IN THE AMOUNT OF \$322,785.50 AS IT DID NOT MEET ALL THE SPECIFICATIONS, AND ACCEPTING THE BEST BID OF WILLIAMS STACKHOUSE, INC. IN THE AMOUNT OF \$329,993.00 FOR COLORED AERIAL PHOTOGRAPHY/MAPPING INCLUDING OPTION, AS RECOMMENDED BY JEFF COOKE, MAPPING CONSULTANT, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE CONTRACT UPON RECEIPT

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 6th day of November 2000, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation for Bids for the procurement of aerial photography and mapping services.

2. That as directed in the aforesaid Order, said Notice of Invitation for Bids was published in The Sun Herald Newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi, for more than one year immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of the Board, by said Clerk exhibited to the Board and shows that said Notice was published on the 26th day of November 2000 and the 1st day of December 2000.

3. That publication of said Notice has been made once each week for two consecutive weeks, the last of which was at least seven working days prior to January 2, 2001, the day fixed for receiving said bids in the Order identified in paragraph one thereof; said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

PROOF OF PUBLICATION

NOTICE OF INVITATION FOR BIDS
Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi at the board meeting room in the First Judicial District Courthouse in Gulfport, Mississippi until the hour of 10:00 a.m. on the 2nd day of January, 2001 for the procurement of aerial photography and mapping services. Specifications for said services may be obtained from the Harrison County Data Processing Coordinator in the First Judicial District Courthouse at 1801 23rd Ave, Gulfport, Mississippi, 39502. Telephone number (228) 985-4250.
Due to the complexities of the requirements and schedules a mandatory pre-bid conference will be held on the 6th of December 2000 at 10:00 a.m., in the Board meeting room in the First Judicial District Courthouse at 1801 23rd Ave, Gulfport, Mississippi. Failure to attend the pre-bid conference will result in non-acceptance of a Vendor's bid.
All bids must be on file with the Clerk of the Board on or prior to the hour and date first mentioned above. Must show the bidder's name and address. Must be sealed and clearly marked on the outside of the envelope as indicated "Bid on Aerial Photography to be opened on January 2, 2001". Envelopes not so marked pre submitted at the risk of the bidder and the County assumes no responsibility for the premature opening of same by any County employee.
Bids sent through the U.S. Mail are done at the risk of the bidder and should be addressed to the Board of Supervisors, in care of the Clerk of the Board, Post Office Drawer CC, Gulfport, Mississippi, 39502. The County is NOT responsible for bids that are mailed to the wrong address or that arrive in the mail after the designated opening time. Bids may be delivered in person to the Chancery Clerk at the Harrison County Courthouse, 1801 23rd Ave, Gulfport, until 5:00 p.m., Friday, December 29, 2000, or to the Board of Supervisors meeting room at the First Judicial District Courthouse, in Gulfport, Mississippi on January 2, 2001 prior to the opening time as listed above.
The Board of Supervisors will meet at the time and in the place stated first above in the notice and will then and there open, read aloud, consider and take such action as the Board may then determine on bids received in accordance with this notice. The Board reserves the right to reject any and all bids and to waive formalities. By Order of the Board of Supervisors, adopted on this 6th day of November 2000.
John McAdams
Clerk of the Board of Supervisors
By: Brandi Sinopoli, D.C.
B-44,adv.26,12/1,2T 266289

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Jeni Lively 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 that 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. 117 No., 57 dated 26 day of Nov, 2000
- Vol. 117 No., 62 dated 1 day of Dec, 2000
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- 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 county for a period of more than twelve months next prior to the first publication of said notice.

Jeni Lively
Clerk

Sworn to and subscribed before me this 1st day of December, A.D., 2000

Karen Shock
Notary Public

My Commission Expires October 15, 2003

Printer's Fee	\$ <u>95.26</u>
Furnishing proof of publication	\$ <u>6.00</u>
TOTAL	\$ <u>101.26</u>

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

4. That bids were received at the time and place and in the manner provided in said Notice of Invitation to Bid, and at a meeting on January 2, 2001 said bids were opened, read aloud, and laid over for action at a later date. The following bids were received:

BID SUMMARY

	<u>COST</u>	
	<u>Black & White</u>	<u>Color</u>
Aerial Photography	\$ 23,600.00	\$ 35,200.00
Control	\$ 8,200.00	\$ 8,200.00
Contact Prints	\$ 3.50	\$ 5.50
Mosaic Index	\$ 8,800.00	\$8,800.00 (B/W)
Aerotriangulation	\$ 19,800.00	\$ 19,800.00
Orthophotography	\$ 62,440.00	\$ 84,200.00
Planimetric Updating	\$ 99,910.00	\$ 99,910.00
Contour Updating	\$ 20,600.00	\$ 20,600.00
Data Processing (writing CD's etc)	\$ 930.00	\$ 2,270.00
Cadastral Services (Optional)	\$38,400.00 +5.5/parcel	\$38,400 + 5.5/parcel
Airborne GPS	\$ 5,400.00	\$ 5,400.00
TOTAL COST	\$249,680.00	\$284,380.00

Company Name/Address: GeoGraphix, Inc.
 1580 Sparkman Drive, NW
 Suite 208
 Huntsville, AL 35816-2680

Signed and dated this 28 day of Dec, 2000 by

Jorge S. Ferreira
 Jorge S. Ferreira

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

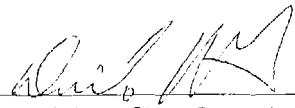


Harrison County, Mississippi

SECTION 1 BID SUMMARY

BID SUMMARY	COST	
	Black & White	Color
Aerial Photography	\$ 25,020	\$ 31,158
Control	\$ 24,744	\$ 24,744
Contact Prints	\$ 3,000	\$ 3,134
Mosaic Index	\$ 3,202	\$ 3,967
Aerotriangulation	\$ 20,947	\$ 21,652
Orthophotography	\$ 43,764	\$ 58,952
Planimetric Updating	\$ 103,388	\$ 103,388
Contour Updating	\$ 92,768	\$ 92,768
Data Processing (writing CD's, etc.)	\$ 1,719	\$ 2,407
Cadastral Services (Optional)		
Review of the existing digital data	\$ 31,360	\$ 31,360
Remap estimated 3,000 parcels (\$9.15 per parcel)	\$ 27,450	\$ 27,450
Other: Travel and incidentals	\$ 6,250	\$ 6,250
TOTAL COST	\$ 383,612	\$ 407,230

Company Name/Address Analytical Surveys, Inc.
 941 North Meridian Street
 Indianapolis, IN 46204



 David O. Hicks, Chief Operating Officer

Signed and dated this 29th day of December, 2000 by David O. Hicks.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Harrison County, Mississippi

1.1 ASSUMPTIONS / EXCEPTIONS

ASI takes exception to the liquidated damages clause (starting and completion dates – section).

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BID SUMMARY

Option 1 - 30% update of map sheets of existing planimetric and topographic data
 All work performed in United States by Baker's Jackson, MS and Beaver, PA offices

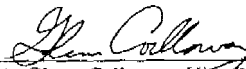
	<u>Black & White</u>	<u>Color</u>
Aerial Photography	\$ 16,775.00	\$ 23,425.00
Control	\$ 57,680.00	\$ 57,680.00
Contact Prints	\$ 3,870.00	\$ 6,577.00
Mosaic Index	\$ 1,800.00	\$ 3,600.00
Aerotriangulation	\$ 21,400.00	\$ 23,800.00
Orthophotography	\$ 103,580.00	\$ 136,625.00
Planimetric Updating	\$ 225,768.00	\$ 225,768.00
Contour Updating	\$ 33,916.00	\$ 33,916.00
Data Processing (writing CD's, etc.)	\$ 2,500.00	\$ 2,500.00
Note: Cost of conversion to Arc for City of Gulfport to be negotiated.		
Subtotal (less Cadastral option)	\$ 467,289.00	\$ 513,891.00
Cadastral Services (optional)	\$ 23,500.00 + \$5.00	\$ 23,500.00 + \$5.00
(Base cost for editing ownership maps against new photography + per parcel cost for updates)		
Other (per survey monument price)	\$ 125.00	\$ 125.00
(Note: Survey Monuments not included in subtotal and total price)		
<hr/>		
TOTAL COST (less survey monuments)	\$ 490,789.00 + \$5.00	\$ 537,391.00 + \$5.00

Company Name / Address: Michael Baker Jr., Inc.

2925 Layfair Drive

Jackson, Mississippi 39208-9507

Signed and dated this 28 day of December, 2000 by


 A. Glenn Calloway, Vice President
 (authorized officer)

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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BID SUMMARY

Option 2 - Full compilation of map sheets of existing planimetric and topographic data
 All work performed in United States by Baker's Jackson, MS and Beaver, PA offices

	<u>Black & White</u>	<u>Color</u>
Aerial Photography	\$ <u>16,775.00</u>	\$ <u>23,425.00</u>
Control	\$ <u>57,680.00</u>	\$ <u>57,680.00</u>
Contact Prints	\$ <u>3,870.00</u>	\$ <u>6,577.00</u>
Mosaic Index	\$ <u>1,800.00</u>	\$ <u>3,600.00</u>
Aerotriangulation	\$ <u>21,400.00</u>	\$ <u>23,800.00</u>
Orthophotography	\$ <u>137,880.00</u>	\$ <u>171,037.00</u>
Planimetric Updating	\$ <u>628,072.00</u>	\$ <u>628,072.00</u>
Contour Updating	\$ <u>102,740.00</u>	\$ <u>102,740.00</u>
Data Processing (writing CD's, etc.)	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
Note: Cost of conversion to Arc for City of Gulfport to be negotiated.		
Subtotal (less Cadastral option)	\$ <u>972,717.00</u>	\$ <u>1,019,431.00</u>
Cadastral Services (optional)	\$ <u>23,500.00 + \$5.00</u>	\$ <u>23,500.00 + \$5.00</u>
(Base cost for editing ownership maps against new photography + per parcel cost for updates)		
Other (per survey monument price)	\$ <u>125.00</u>	\$ <u>125.00</u>
(Note: Survey Monuments not included in subtotal and total price)		
<hr/>		
TOTAL COST (less survey monuments)	\$ <u>957,372.00 + \$5.00</u>	\$ <u>1,042,931.00 + \$5.00</u>

Company Name / Address: Michael Baker Jr., Inc.

2925 Layfair Drive

Jackson, Mississippi 39208-9507

Signed and dated this 28 day of December, 2000 by A. Glenn Calloway
 A. Glenn Calloway, Vice President
 (authorized officer)

Note: Options 2 and 3 are presented to the County to show the difference in cost if problems occur with the existing planimetric and topographic data during the review and/or ortho production.

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BID SUMMARY

Option 3 - Full compilation of map sheets of existing planimetric and topographic data, planimetric compilation performed at Baker's Mexico office, remaining work performed in United States by Baker's Jackson, MS and Beaver, PA


	<u>Black & White</u>	<u>Color</u>
Aerial Photography	\$ 16,775.00	\$ 23,425.00
Control	\$ 57,680.00	\$ 57,680.00
Contact Prints	\$ 3,870.00	\$ 6,577.00
Mosaic Index	\$ 1,800.00	\$ 3,600.00
Aerotriangulation	\$ 21,400.00	\$ 23,800.00
Orthophotography	\$ 137,880.00	\$ 171,037.00
Planimetric Updating	\$ 321,240.00	\$ 321,240.00
Contour Updating	\$ 102,740.00	\$ 102,740.00
Data Processing (writing CD's, etc.)	\$ 2,500.00	\$ 2,500.00
Note: Cost of conversion to Arc for City of Gulfport to be negotiated.		
Subtotal (less Cadastral option)	\$ 665,885.00	\$ 712,599.00
Cadastral Services (optional)	\$ 23,500.00 + \$5.00	\$ 23,500.00 + \$5.00
(Base cost for editing ownership maps against new photography + per parcel cost for updates)		
Other (per survey monument price)	\$ 125.00	\$ 125.00
(Note: Survey Monuments not included in subtotal and total price)		
<hr/>		
TOTAL COST (less survey monuments)	\$ 689,385.00 + \$5.00	\$ 736,099.00 + \$5.00

Company Name / Address: Michael Baker Jr., Inc.

2925 Layfair Drive

Jackson, Mississippi 39208-9507

Signed and dated this 28 day of December, 2000 by


A. Glenn Calloway, Vice President
(authorized officer)

Note: Options 2 and 3 are presented to the County to show the difference in cost if problems occur with the existing planimetric and topographic data during the review and/or ortho production.

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*Aerial Photography and Mapping Services
Harrison County, Mississippi*

Bid Summary

	<u>Cost</u>	
	<u>Black & White</u>	<u>Color</u>
Aerial Photography	\$ 27,510.00	\$ 55,020.00
Control	\$ 8,400.00	\$ 8,400.00
Contact Prints	\$ 3,410.00	\$ 6,820.00
Mosaic Index	\$ 1,490.00	\$ 1,740.00
Aerotriangulation	\$ 17,685.00	\$ 17,685.00
Orthophotography	\$ 37,310.00	\$ 45,518.00
Planimetric Updating	\$144,089.00	\$144,089.00
Contour Updating	\$ 73,516.00	\$ 73,516.00
Data Processing (writing CD's, etc.)	\$ 6,500.00	\$ 6,500.00
Cadastral Services (optional)	\$ 56,250.00*	\$ 56,250.00*
Base cost for editing the ownership maps against the new photography	\$ 22,000.00	\$ 22,000.00
Cost per parcel for ownership map corrections	\$3.50 each	\$3.50 each
Other (specify) Deed Research and Map Research	\$ 11,000.00	\$ 11,000.00
TOTAL COST	\$ 319,910.00**	\$ 359,288.00**

*Based upon 22,500 parcels

Company Name/Address: Landata Geo Services, Inc.
5730 Northwest Parkway, Suite 500
San Antonio, Texas 78249

**Does not include Cadastral Services, editing ownership maps,
ownership map corrections or Other
Signed and dated this 29th day of December, 2000.

Jill S. Urban-Karr, President

January 2, 2001

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BID SUMMARY

	<u>Cost</u>	
	<u>Black & White</u>	<u>Color</u>
Aerial Photography	\$ <u>26,226</u>	\$ <u>37,944</u>
Control	\$ <u>25,110</u>	\$ <u>25,110</u>
Contact Prints	\$ <u>1,116</u>	\$ <u>2,511</u>
Mosaic Index	\$ <u>2,790</u>	\$ <u>2,790</u>
Aerotriangulation	\$ <u>18,693</u>	\$ <u>18,693</u>
Orthophotography	\$ <u>44,361</u>	\$ <u>69,750</u>
Planimetric Updating	\$ <u>117,180</u>	\$ <u>117,180</u>
Contour Updating	\$ <u>39,060</u>	\$ <u>39,060</u>
Data Processing (writing CD's, etc)	\$ <u>6,975</u>	\$ <u>6,975</u>
Cadastral Services (optional)	<u>See Attached Supplemental Price Page</u>	
Other (specify)	—	—
<hr/>		
TOTAL COST	\$ <u>281,511</u>	\$ <u>320,013</u>
(Not Including Optional Services)		

Company Name/Address: Williams-Stackhouse Inc.
2118 Mannix Drive
San Antonio, Texas 78217

Signed and dated this 28th day of December, 2000 by *Randall L. Holt*
Randall L. Holt, President
 (authorized officer)

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SUPPLEMENTAL PRICE INFORMATION

If requested, the County's existing cadastral maps will be compared and edited with the new digital orthophotos. The base fee for editing these maps, without making corrections, is \$ 9,980.

The additional fee required for making the corrections will be \$ 5.25 per parcel.

It should also be noted that as part of this effort, plots and deeds may be requested from the County. These fees assume that such records will be provided by the County at no cost.

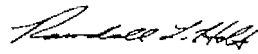
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In Section II of this proposal (Technical Plan of Operations), we have addressed tie-in problems between the County's existing 1"=400', 5' contour interval mapping and the County's existing 1"-100', 2' contour interval mapping. To clean-up these mis-matches between sheets (some planimetric detail, but primarily contours) would not be considered a normal part of the updating process and is not included in our fee. If this is something the County would like done, there would be additional work involved, which would add \$21,390 to the fee.

Company Name/Address: Williams-Stackhouse Inc.

2118 Mannix Drive

San Antonio, Texas 78217

Signed and dated this 28th day of December, 2000 by 
Randall L. Holt, President
(authorized officer)

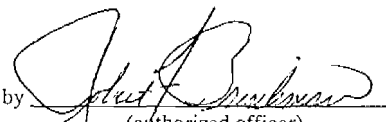
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BID SUMMARY

	<u>Cost</u>	
	<u>Black & White</u>	<u>Color</u>
Aerial Photography	\$18,770	\$24,096
Control	\$118,125	\$118,125
Contact Prints	\$2,330	\$4,935
Mosaic Index	\$2,150	\$2,150
Aerotriangulation	\$42,882	\$54,498
Orthophotography	\$126,693	\$192,675
Planimetric Updating	\$170,226	\$170,226
Contour Updating	\$78,366	\$78,366
Data Processing (writing CD's, etc)	\$93,338	\$93,338
Cadastral Services (optional)	\$20,000 pilot project \$45,540 base price \$5.98 per parcel	\$20,000 pilot project \$45,540 base price \$5.98 per parcel
Other (specify) City of Gulfport data translation	\$35,000	\$35,000
TOTAL COST (without Cadastral or Gulfport options)	\$652,880	\$738,409

Company Name/Address: Woolpert LLP
6420 Wall Street
Mobile, Alabama 36695

Signed and dated this 26th day of December, 2000 by

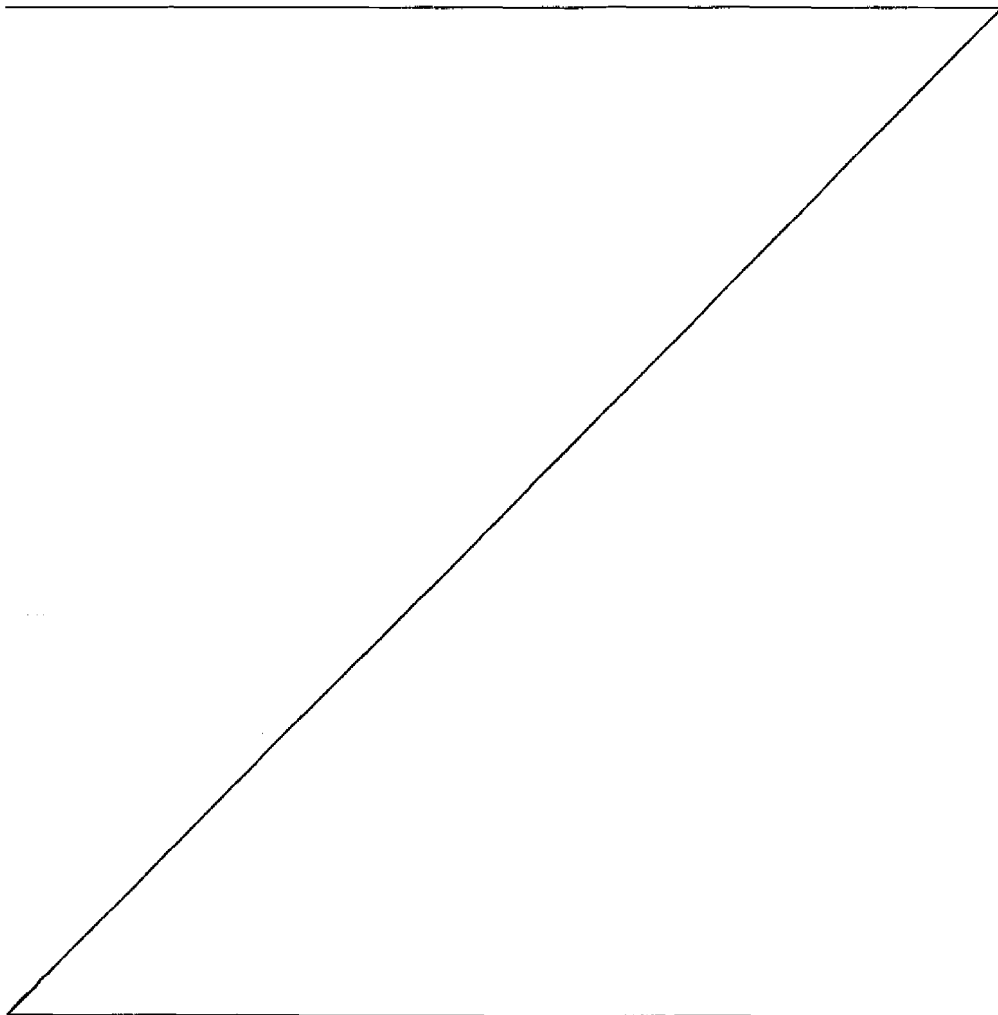

 (authorized officer)

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that The Board does HEREBY REJECT the low bid of Geographix, Inc. in the amount of THREE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-FIVE & 50/100 DOLLARS (\$322,785.50) as it did not meet all the specifications.

IT IS FURTHER ORDERED that the Board, upon the recommendation of Jeff Cooke, Mapping Consultant, does HEREBY ACCEPT the bid of Williams Stackhouse, Inc. in the amount of THREE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$329,993.00).

IT IS FURTHER ORDERED that the Board president is HEREBY AUTHORIZED to execute the following contract:



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

**AGREEMENT FOR AERIAL PHOTOGRAPHY & MAPPING
SERVICES**

THIS DAY THIS agreement made and entered into by and between the Harrison County Board of Supervisors herein after referred to as the "County" and Williams-Stackhouse, Inc., herein after referred to as the "Contractor".

WITNESSETH;

That Harrison County is desirous of employing Williams-Stackhouse, Inc. for providing certain aerial photography and mapping services and Williams-Stackhouse, Inc. is desirous of providing such services.

Now therefore, for and in consideration of the mutual terms, conditions, and promises herein contained, Williams-Stackhouse, Inc., does hereby agree to furnish said services.

Scope of Work

Aerial Photography

1. Color aerial photography shall be flown at a negative scale of 1"=500' for the urban areas and 1"=2000' for the rural areas. Only areas delineated on the contract map shall be flown.
2. The photography shall be flown with forward overlap between 78% and 82% and minimum sidelap of 30%.
3. Aerial photography should be procured prior to deciduous trees bearing leaves. Rivers and streams should be in their normal banks. All pictures should be free from smoke and haze. Photography should be taken only when the sun angle is no less than 30 degrees from vertical (generally 10:00AM to 2:00PM)
4. The camera system used must have an area weighted average resolution (AWAR) of at least 90.0 line pairs per millimeter as determined by the U. S. Geological Survey

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Report of Calibration. The camera system must also be equipped with forward image motion compensation.

5. Kodak Double-X 2405 Aerographic film or equivalent shall be used.
6. The camera system shall have a nominal 6" focal length.
7. One set of monoscopic contact prints will be delivered prior to the commencement of orthophoto production. The contact prints used in the mosaic index will be constitute acceptable delivery.
8. A photo mosaic index of each scale will be prepared. Two paper copies and one reproducible film copy will be delivered.
9. Failure to procure aerial photography by the spring of 2001, may result in the cancellation of the entire contract.

Ground Control and Aerotriangulation

1. The control datum will be North American Datum 1983 (NAD 83) and North American Vertical Datum 1929 (NAVD 29).
2. It is the responsibility of the vendor to establish an adequate control network. Airborne GPS may be used, however, it should not be used for the purpose of reducing the amount of ground control.
3. All aerotriangulation work must be completed using analytical stereoplotters or softcopy photogrammetric workstations.
4. A control survey report and aerotriangulation report shall be provided. A control map identifying each control point by name/number shall also be delivered. The triangulation report shall include computed coordinates of all control points, passpoints, and check points, misclosures, identification of weighting factors applied, root mean square error summaries, etc. Any points removed from the triangulation process will also be noted.

Digital Orthophotography

1. Digital Orthophotos at 0.5' pixel resolution in urban areas and 2' pixel resolution

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in rural areas shall be provided.

2. Imagery will be provided in uncompressed TIF format with an associated world file (TFW).

3. Orthophotos shall not contain defects such as out-of-focus imagery, dust marks, scratches, or inconsistencies in tone and density between individual orthophotos and/or adjacent sheets.

4. No plots of digital orthophotos are required.

5. In addition to the seamless, non-overlapping tile delivery (typically 5,000' and 10,000' tiles), a profiled image filling the cadastral map border must also be delivered.

The file name shall be the same name as the cadastral drawing file.

Planimetric Mapping

1. Existing planimetric and topographic data is based on the 1990 aerial photography.

2. The existing data shall either be updated or newly compiled, depending on the amount of change.

3. All update mapping shall be accomplished using analytical or softcopy stereoplotters.

4. All data will be delivered to the County in AutoCad r14 dwg format.

5. All graphic linework shall be clean. No gaps, overshoots, or undershoots are permitted.

6. All planimetric data shall be compiled to meet National Map Accuracy Standards.

7. Every stereo model shall be set and thoroughly examined for change. Even those facets that might seem relatively unchanged shall be carefully inspected and corrected. It is the County's goal that this process will result in a complete and accurate representation of the county as of the date of photography.

8. Feature update thoroughness shall approach 100 percent for large features such as buildings, streets, driveways, and sidewalks, and in the 90 percent range for smaller items such as utility poles. If it becomes apparent from County inspection that the

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contractor is not achieving this level of accuracy, all work will be returned to the contractor for additional editing. Any work returned to the contractor for correcting/rework will be accompanied by a new check plot when it is delivered to the County for re-inspection.

9. All map annotation and line types shall be consistent with the County's existing planimetric maps.

10. Check plots for the planimetric and topographic data will be required.

11. New layers will be created by the contractor for the update process. "New-" shall precede an existing county layer on anything the Contractor changes. For example, if the existing layer is named building, the Contractor shall make any changes to a layer named new-building. The color for all "new" layers shall be color 30.

Topographic Mapping

1. Inspection and updating of contours and spot elevations shall also be required. Although this data is predominantly unchanged, there are many areas (new subdivisions, road construction areas, landfills, etc.) where modifications are required. Any new contours shall be accurately tied and smoothed to the existing unaltered contours. General appearance of the update work, including symbology, shall be consistent with the existing map data.

2. All topographic data shall be compiled to meet National Map Accuracy Standards.

3. New layers will be created for changes in contour lines. The procedure will be the same as item 11 above.

4. It is not the intent of this agreement for the Contractor to become liable for all work performed by previous contractors. Any significant discrepancies and/or errors committed by previous contractors should be documented and discussed with the Consultant.

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Cadastral Mapping

1. The Contractor will edit and compare each existing cadastral map to the new orthophoto. In instances where the detail of the cadastral maps do not match the physical and cultural features of the orthophoto, the Contractor will identify these areas to the Consultant.
2. If the Consultant concurs that changes to the cadastral files are warranted, the Contractor will be notified to make said corrections.
3. All cadastral work must be done in accordance with guidelines established by the Mississippi State Tax Commission.
4. In no event shall the total number of parcels to be adjusted/remapped exceed 3,000 parcels.

General Terms and Conditions

1. All materials including data files and film are owned by Harrison County and will be delivered at the conclusion of the project.
2. All work shall be performed within the continental United States.
- 3.

Payment and Terms

The compensation to be paid by the County to the Contractor is \$329,993 plus \$5.25 per parcel for each parcel requiring re-mapping. In no event shall the total compensation of this agreement exceed \$345,743. Payments will be made monthly based upon the percentage completed during the previous month less ten percent (10%) to be held as retainage until the successful completion of the project. Payments will only be made based upon actual products received by the County.

STARTING AND COMPLETION DATES

Work shall begin as soon as practical and continue without interruption until completed on or before July 15, 2002. In the event the Contractor fails to complete the terms of this

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agreement on or before July 15, 2002, the County may charge the Contractor a fee of \$250 per work day for each day the project is delinquent. This fee would be for liquidated damages; not as a penalty.

LAWS TO BE OBSERVED

The Contractor shall be presumed to be familiar with all Federal, State, and local laws, ordinances, codes, and regulations which in any manner affect those engaged or employed in the work or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor shall in any way serve to modify or amend any of the provisions contained herein.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his insurance carrier shall indemnify and save harmless the Client and all of its officers, agents, and employees from any and all suits, actions or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, firms, corporations or property, by or from the contractor or his employees. It is understood and agreed that the contractor shall be deemed in all respects and for all purposes as an "independent contractor". The contractor shall carry public liability insurance and workmen's compensation insurance which shall save harmless the property owner, Harrison County, and all county officials and other representatives from any claims, demands, actions, and causes of action arising from any act, either intentional or negligent, or the omission of act or acts by the contractor, his agents and employees, in the performance of these specifications.

MISCELLANEOUS PROVISIONS

1. The Contractor waives all rights accorded under Section 31-5-15, Mississippi Code (1972) Ann., as amended.
2. This contract represents the entire agreement between the parties hereto and the same shall not be modified, except that the same shall be evidenced by writing and executed by the parties. The terms, conditions, promises, and covenants herein contained shall obligate

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and be binding upon and insure to the benefit of the heirs, legatees, devisees, beneficiaries, executors, administrators, personal representatives, corporate successors, and successors in office of the parties hereto.

WITNESS THE EXECUTION HEREOF IN DUPLICATE ORIGINAL, any executed copy of which shall be deemed for all purposes as an original, on this the _____ day of _____, 2001.

BY: _____

President- Board of Supervisors

(SEAL)

ATTEST: _____

CONTRACTOR

BY: _____

(Officer)

(SEAL)

ATTEST: _____

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Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

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The Board recessed until 11:30 a.m. to visit the renovations at the Juvenile Detention Center, after which the Board reconvened and the following items came on for discussion by the Board with no Board action being taken:

1) Supervisor Rockco questioned posting of line budget amendments.

The County Administrator advised that same are made normally at the end of the year as needed, or if they exceed the budget emergency requests are made at the end of the fiscal year.

2) Supervisor Rockco questioned representative of the Harrison County Development Commission about amending procedures in providing commissioners backups for the items they are considering on their agenda.

3) President Larry Benefield reminded the Board that a public hearing on the CDBG grant will be held Thursday, January 11, 2001 at 11:30 a.m. in the First Judicial District.

4) Supervisor Rockco thanked representative Michael Janus for his help in securing funds for Harrison County for the Popp's Ferry Causeway project.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

The Board of Supervisors of Harrison County, Mississippi, acting for and on behalf of Harrison County, Mississippi (the "County"), took up for consideration the matter of issuance of General Obligation USM Project Bonds, Series 2001, of the County in the principal amount of Two Million Dollars (\$2,000,000) (the "Bonds") to raise money for the purpose of providing funds for constructing, equipping and furnishing a new building and/or for the repair, renovation, equipping and furnishing of any existing building at the University of Southern Mississippi - Gulf Park Campus at Long Beach, Mississippi.

The Clerk reported that pursuant to a resolution adopted December 18, 2000, he did cause to be published in The Sun Herald, a newspaper published in and having general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, a notice that sealed proposals for the purchase of the aforesaid Bonds would be received by the Board of Supervisors at its meeting place in the County Courthouse in Biloxi, Mississippi until the hour of 11:30 o'clock a.m. on the 8th day of January, 2001; said notice was published on December 27, 2000 and January 3, 2001 in the said newspaper, the first publication having been made at least ten (10) days preceding the date set for the receipt of bids.

The Clerk then and there presented a publisher's affidavit as proof of publication of said Notice in the aforesaid newspaper, a copy of which was directed to be inserted in the minutes of this Board and is as follows:

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2001 TERM

NOTICE OF BOND SALE
\$2,000,000
GENERAL OBLIGATION
USM PROJECT BONDS,
SERIES 2001
OF
HARRISON COUNTY,
MISSISSIPPI

Sealed proposals will be received by the Board of Supervisors of Harrison County, Mississippi (the "Governing Body" of the "County"), in its meeting place in the Courthouse of the County in Biloxi, Mississippi until the hour of 11:30 o'clock a.m. on the 8th day of January, 2001, at which time said bids will be publicly opened and read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Two Million Dollars (\$2,000,000) principal amount General Obligation USM Project Bonds, Series 2001 of the County (the "Bonds").

The Bonds will be dated January 1, 2001, will be delivered at the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, will be numbered from one upward, will be issued in fully registered form, and will bear interest from the date thereof at the rate or rates offered by the successful bidder (in its bid, payable on January 1 and July 1 in each year (each an "Interest Payment Date"), commencing January 1, 2002. The Bonds shall mature serially on January 1 in each year and in the principal amounts as follows:

YEAR	AMOUNT
2002	\$90,000
2003	95,000
2004	100,000
2005	105,000
2006	110,000
2007	115,000
2008	125,000
2009	130,000
2010	135,000
2011	145,000
2012	150,000
2013	155,000
2014	170,000
2015	180,000
2018	190,000

Bonds maturing on January 1, 2009 and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part, in inverse order of maturity and by lot within a maturity on January 1, 2008, or on any interest Payment Date thereafter, at par, plus accrued interest to the date of redemption.

The County will appoint the Paying and Transfer Agent for the Bonds after specifying the recommendation of the successful bidder subject to the following conditions: The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the County, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the interest Payment Date to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the County maintained by the Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office of the Transfer Agent.

The Bonds will be transferable only upon the records of the County maintained by the Transfer Agent. The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, and shall mature in the amounts and on the dates hereinabove set forth; no Bond shall bear more than one (1) rate of interest, each Bond shall bear interest from its date to its stated maturity date at the interest rate or rates specified in the bid. All Bonds of the same maturity shall bear the same rate of interest from date to maturity. The lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified must be an even multiple of one-eighth of one percent (1/8 of 1%) or one-fifth of one percent (1/5 of 1%) and a zero rate shall not be named. The interest rate for any one maturity shall not exceed eleven percent (11%) per annum. The Bonds will be general obligations of the County payable as to principal and interest out of all funds.

And tender satisfactory to Co-Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the County, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds. It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically denoted by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser hereat to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract, or expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the County. The CUSIP Service Bureau charges for the assignment of said numbers shall be the responsibility of any purchaser paid for by the purchaser.

The Preliminary Official Statement, dated December 15, 2000, has been "deemed final" as of such date by the County with permitted amendments, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The County will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The successful bidder shall conform to the requirements of Securities Exchange Act 15c2-12 (SEC Rule 15c2-12), including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the County shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The successful bidder shall file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the Closing unless the County has

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Joni Lively 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 of Gulfport, in Harrison County, Mississippi, and that 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. 117 No. 88 dated 27 day of Dec, 2000
- Vol. 117 No. 05 dated 3 day of Jan, 2001
- Vol. _____ No. _____ dated _____ day of _____, 20____
- 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 county for a period of more than twelve months next prior to the first publication of said notice.

Joni Lively
Clerk

Sworn to and subscribed before me this 3rd day of January, A.D., 2001
Kerew Shook
Notary Public

My Commission Expires October 15, 2003

Printer's Fee \$ 455.62
 Furnishing proof of publication \$ 6.00
 TOTAL \$ 461.62

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MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2001 TERM

been notified in writing to the contrary by the Representative of the successful bidder on or prior to such date, or (p) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the County of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

The County has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the County will deliver or cause to be delivered annually, commencing with the fiscal year of the County ending after January 1, 2000, to each nationally recognized municipal securities information repository, within the meaning of SEC Rule 15c2-12, and certain other entities (said repositories and other entities are collectively referred to as the "repositories"), (i) annual financial information and operating data relating to the County,

secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon the taxable property within the geographical limits of the County, the County will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

The County has applied for bidder's option bond insurance. Bidders should directly contact Holiday, Grubbs, Micham & Phillips, Jackson, Mississippi for further information prior to the sale date.

The County will not designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 283(b) of the Code.

Proposals should be addressed to the Board of Supervisors and should be plainly marked "Proposals for General Obligation USM 1 Project Bonds, Series 2001 of Harrison County, Mississippi" and should be filed with the Clerk of the County on or prior to 10:00 a.m. date and hour hereinabove named.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to Harrison County, Mississippi, in the amount of Forty Thousand Dollars (\$40,000.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid is accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the County as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for the opening of proposals and an award of the Bonds, or rejection of proposals, will be made by the County within said period of time.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the County. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the proposal. The Governing Body reserves the right to reject any and all bids submitted and to waive any irregularity or informality.

The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (1) the approving legal opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, and Hage, Marano, Parosch & McDermott, A-PC, the Co-Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County and to the effect that the interest on the Bonds is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1965; and (2) the delivery of certificates in form

including audited financial statements of the County and (ii) notice of certain events, if any, relating to the Bonds and the County. If the County deems such events to be material as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the Chancery Clerk, Courthouse, 1801 23rd Avenue, Gulfport, Mississippi 38501. Telephone Number: (228) 865-4117.

For additional information concerning the sale and issuance of the Bonds, please contact the Chancery Clerk of the County. By order of the Board of Supervisors of Harrison County, Mississippi on December 18, 2000.

By: Lynn Frederick, Deputy Clerk
CLERK, BOARD OF SUPERVISORS
C-28, Adv. 27, 2Wed
-268479

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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The hour of 11:30 o'clock a.m. on January 8, 2001, having arrived, the Clerk reported that pursuant to the aforesaid Notice of Bond Sale there had been filed with him at or prior to said hour on said date two (2) sealed proposals for the purchase of the aforesaid Bonds and the Clerk then and there presented said sealed proposals to the Board.

Thereupon it was ordered by the Board of Supervisors that the Clerk proceed to open said sealed proposals and to read same aloud in the presence and hearing of said Board and of the bidders and other persons assembled. The Clerk thereupon proceeded to open and read the aforesaid bids which are as follows:

OFFICIAL BID FORM

January 8, 2001

Board of Supervisors
Harrison County, Mississippi
Courthouse, 101 E. Washington Street
Biloxi, Mississippi 39533

Ladies and Gentlemen:

We hereby offer to pay \$ 2,000,187.95 plus accrued interest to the date of delivery for the Two Million Dollars (\$2,000,000) principal amount General Obligation USM Project Bonds, Series 2001, dated January 1, 2001 (the "Bonds"), of Harrison County, Mississippi (the "County"), as described in the Notice of Bond Sale, dated December 18, 2000, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2002	\$ 90,000	<u>7.50</u> %	2010	\$135,000	<u>4.30</u> %
2003	95,000	<u>7.50</u>	2011	145,000	<u>4.35</u>
2004	100,000	<u>7.50</u>	2012	150,000	<u>4.40</u>
2005	105,000	<u>5.50</u>	2013	160,000	<u>4.50</u>
2006	110,000	<u>5.00</u>	2014	170,000	<u>4.50</u>
2007	115,000	<u>4.15</u>	2015	180,000	<u>4.65</u>
2008	125,000	<u>4.20</u>	2016	190,000	<u>4.70</u>
2009	130,000	<u>4.25</u>			

Based upon the interest rate or rates specified above, we compute the gross interest cost to the County to be \$ 828,535.00, the net interest cost (deducting premium of \$ 187.95, if any) to be \$ 828,347.05 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 4.60988 %.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), ISSUED OR CERTIFIED BY A BANK LOCATED IN THE STATE OF MISSISSIPPI and payable to Harrison County, Mississippi, in the amount of Forty Thousand Dollars (\$40,000.00) accompanies this proposal as a

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the County should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated December 18, 2000, which by reference is hereby made a part of this Bid.

BIDDER: MORGAN KEEGAN & Co., INC.

BY: Lisa Donnelly

TITLE: VICE PRESIDENT

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE: _____

BY: _____

ACCEPTANCE

The above proposal accepted by resolution of the Board of Supervisors of Harrison County, Mississippi and receipt of the within-mentioned check is hereby acknowledged.

HARRISON COUNTY, MISSISSIPPI

BY: _____
Chancery Clerk

(SEAL)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

OFFICIAL BID FORM

January 8, 2001

Board of Supervisors
Harrison County, Mississippi
Courthouse, 101 E. Washington Street
Biloxi, Mississippi 39533

Ladies and Gentlemen:

We hereby offer to pay \$ 2,000,000 plus accrued interest to the date of delivery for the Two Million Dollars (\$2,000,000) principal amount General Obligation USM Project Bonds, Series 2001, dated January 1, 2001 (the "Bonds"), of Harrison County, Mississippi (the "County"), as described in the Notice of Bond Sale, dated December 18, 2000, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2002	\$ 90,000	<u>6.00</u> %	2010	\$135,000	<u>4.40</u> %
2003	95,000	<u>6.00</u>	2011	145,000	<u>4.50</u>
2004	100,000	<u>6.00</u>	2012	150,000	<u>4.60</u>
2005	105,000	<u>6.00</u>	2013	160,000	<u>4.625</u>
2006	110,000	<u>5.25</u>	2014	170,000	<u>4.70</u>
2007	115,000	<u>4.25</u>	2015	180,000	<u>4.75</u>
2008	125,000	<u>4.30</u>	2016	190,000	<u>4.80</u>
2009	130,000	<u>4.30</u>			

Based upon the interest rate or rates specified above, we compute the gross interest cost to the County to be \$ 844,325.00, the net interest cost (deducting premium of \$ 0, if any) to be \$ 844,325.00 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 4.69852%.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), ISSUED OR CERTIFIED BY A BANK LOCATED IN THE STATE OF MISSISSIPPI and payable to Harrison County, Mississippi, in the amount of Forty Thousand Dollars (\$40,000.00) accompanies this proposal as a

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the County should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated December 18, 2000, which by reference is hereby made a part of this Bid.

BIDDER: Duncan Williams, Inc
BY: M. J. McQuinn
TITLE: Vice President

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE: Jan 19/01
BY: _____

ACCEPTANCE

The above proposal accepted by resolution of the Board of Supervisors of Harrison County, Mississippi and receipt of the within-mentioned check is hereby acknowledged.

HARRISON COUNTY, MISSISSIPPI

BY: _____
Chancery Clerk

(SEAL)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

Following the reading of the bids, the Board of Supervisors proceeded to consider them for the purpose of determining which was the best and most advantageous bid submitted. Whereupon, the following resolution was presented, read and its adoption and passage moved by Supervisor Eleuterius:

RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION USM PROJECT BONDS, SERIES 2001, OF HARRISON COUNTY, MISSISSIPPI, DATED JANUARY 1, 2001, IN THE PRINCIPAL AMOUNT OF TWO MILLION DOLLARS (\$2,000,000); AND A RESOLUTION APPROVING AND AUTHORIZING THE FORM OF, EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE TWO MILLION DOLLARS (\$2,000,000) GENERAL OBLIGATION USM PROJECT BONDS, SERIES 2001, OF HARRISON COUNTY, MISSISSIPPI.

WHEREAS, the Board of Supervisors of Harrison County, Mississippi (the "Board"), acting for and on behalf of Harrison County, Mississippi (the "County"), hereby finds, determines, adjudicates and declares as follows:

1. This Board on December 18, 2000, did adopt a resolution directing that General Obligation USM Project Bonds, Series 2001 (the "Bonds"), of the County in the principal amount of Two Million Dollars (\$2,000,000) be offered for sale on sealed bids to be received up to and until the hour of 11:30 o'clock a.m. on January 8, 2001.
2. As directed by the aforesaid resolution, notice of sale of the Bonds was duly published in The Sun Herald, a newspaper published in and having general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published on December 27, 2000 and January 3, 2001, in said newspaper, the first publication having been made at least ten (10) days preceding January 8, 2001, all as shown by the proof of publication of said notice filed in the office of the Clerk.
3. The Board did meet at its meeting place in the County Courthouse in the City of Biloxi, Mississippi, at 11:30 o'clock A.M. on January 8, 2001.
4. At said time and place two (2) sealed proposals for the purchase of the Bonds were received, examined and considered by the Board, said bids having heretofore been presented by and being on file with the Clerk.
5. The Board does now find, determine and adjudicate that the highest and best bid made and offered for the Bonds on the basis of the lowest net interest cost over the life of the issue was made by Morgan Keegan & Company, Inc., Memphis, Tennessee, and said bid was accompanied by a cashier's check, certified check or exchange payable to Harrison County, Mississippi, in the amount of Forty Thousand Dollars (\$40,000), issued or certified by a bank located in the State of Mississippi, as a guarantee that said bidder would carry out its contract and purchase the Bonds if its bid be accepted.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

6. The Board finds it necessary to approve the form of, execution and distribution of an Official Statement for the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The Bonds are hereby awarded and sold to Morgan Keegan & Company, Inc., Memphis, Tennessee, in accordance with the offer submitted to the Board in words and figures as follows:

OFFICIAL BID FORM

January 8, 2001

Board of Supervisors
Harrison County, Mississippi
Courthouse, 101 E. Washington Street
Biloxi, Mississippi 39533

Ladies and Gentlemen:

We hereby offer to pay \$ 2,000,187.95 plus accrued interest to the date of delivery for the Two Million Dollars (\$2,000,000) principal amount General Obligation USM Project Bonds, Series 2001, dated January 1, 2001 (the "Bonds"), of Harrison County, Mississippi (the "County"), as described in the Notice of Bond Sale, dated December 18, 2000, maturing and bearing interest as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2002	\$ 90,000	<u>7.50</u> %	2010	\$135,000	<u>4.30</u> %
2003	95,000	<u>7.50</u>	2011	145,000	<u>4.35</u>
2004	100,000	<u>7.50</u>	2012	150,000	<u>4.40</u>
2005	105,000	<u>5.50</u>	2013	160,000	<u>4.50</u>
2006	110,000	<u>5.00</u>	2014	170,000	<u>4.50</u>
2007	115,000	<u>4.15</u>	2015	180,000	<u>4.65</u>
2008	125,000	<u>4.20</u>	2016	190,000	<u>4.70</u>
2009	130,000	<u>4.25</u>			

Based upon the interest rate or rates specified above, we compute the gross interest cost to the County to be \$ 828,535.40, the net interest cost (deducting premium of \$ 187.95, if any) to be \$ 828,347.45 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 4.60988 %.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), **ISSUED OR CERTIFIED BY A BANK LOCATED IN THE STATE OF MISSISSIPPI** and payable to Harrison County, Mississippi, in the amount of Forty Thousand Dollars (\$40,000.00) accompanies this proposal as a

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JANUARY 2001 TERM

guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the County should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated December 18, 2000, which by reference is hereby made a part of this Bid.

BIDDER: MORGAN KEEGAN & Co., INC.

BY: Lia Donnelly

TITLE: VICE PRESIDENT

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE: _____

BY: _____

ACCEPTANCE

The above proposal accepted by resolution of the Board of Supervisors of Harrison County, Mississippi and receipt of the within-mentioned check is hereby acknowledged.

HARRISON COUNTY, MISSISSIPPI

BY: _____
Chancery Clerk

(SEAL)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

SECTION 2. The President of the Board and Clerk are hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the County.

SECTION 3. The good faith checks filed by all unsuccessful bidders shall forthwith be returned to them upon their respective receipts therefor, and the good faith check filed by the successful bidder shall be retained by the Board as a guarantee that said bidder shall carry out its contract and purchase the Bonds. If said successful bidder fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the County as liquidated damages for such failure.

SECTION 4. ~~The Bonds shall be in fully registered form; shall be dated January 1, 2001;~~ shall be of the denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at The Peoples Bank, Biloxi, Mississippi, said bank to act as paying agent, registrar and transfer agent for said Bonds; shall bear interest from the date thereof at the rates hereinafter set forth, payable semiannually on January 1 and July 1 in each year (each an "Interest Payment Date"), commencing January 1, 2002; and shall mature and become due and payable serially, on January 1 in the years and principal amounts as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2002	\$90,000	7.50%
2003	95,000	7.50
2004	100,000	7.50
2005	105,000	5.50
2006	110,000	5.00
2007	115,000	4.15
2008	125,000	4.20
2009	130,000	4.25
2010	135,000	4.30
2011	145,000	4.35
2012	150,000	4.40
2013	160,000	4.50
2014	170,000	4.50
2015	180,000	4.65
2016	190,000	4.70

Bonds maturing on January 1, 2009, and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part in inverse order of maturity and by lot within a maturity on January 1, 2008, or on any Interest Payment Date thereafter, at par, plus accrued interest to the date of redemption.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

SECTION 5. The Board of Supervisors of Harrison County, Mississippi, hereby approve and adopt the Official Statement in the form attached hereto as **EXHIBIT A**, and hereby authorize the President and Clerk to execute and distribute an Official Statement, in substantially the same form, for and on behalf of said Board.


SECTION 6. All orders, resolutions or proceedings of this Board in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 7. For cause, this resolution shall become effective immediately upon the adoption thereof.

Supervisor Ladner seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

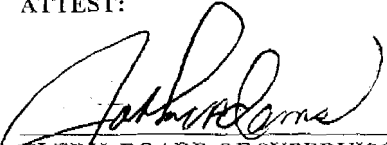
Supervisor Bobby Eleuterius	voted: Aye
Supervisor Larry Benefield	voted: Aye
Supervisor Marlin R. Ladner	voted: Aye
Supervisor William W. Martin	voted: Aye
Supervisor Connie M. Rockco	voted: Aye

The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the resolution adopted, on this the 8th day of January, 2001.



 PRESIDENT, BOARD OF SUPERVISORS

ATTEST:



 CLERK, BOARD OF SUPERVISORS

(SEAL)

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EXHIBIT A
FORM OF THE OFFICIAL STATEMENT

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Moody's: " _____"
 (See "RATING" herein)

NEW ISSUE

In the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, and Page, Mannino, Peresich & McDermott, A PLLC, Co-Bond Counsel, assuming continuing compliance by the County with the tax covenants and representations described herein, under existing law, interest on the Bonds is not includable in Federal gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a specific item of tax preference under Section 57 of the Code for purposes of calculating alternative minimum tax. In the case of corporate owners of the Bonds, interest on the Bonds will be included in the calculation of federal income tax liability under certain federal income taxes not solely based on items includable in gross income, including the calculation of the alternative minimum tax and the environmental tax as a result of the inclusion of interest on the Bonds in "adjusted current earnings". In addition, corporations that are subject to the branch profits tax imposed on certain foreign corporations and to the tax on "excess net passive income" imposed on S corporations will be required to include the interest on the Bonds in the calculation of such federal income taxes. See, "TAX EXEMPTION," herein, regarding certain collateral federal tax ramifications to certain individuals who are recipients of Social Security or Railroad Retirement Benefits and certain corporate owners of the Bonds. Co-Bond Counsel is of the further opinion that interest on the Bonds is exempt from Mississippi State income taxation under existing laws. See "TAX EXEMPTION" herein.

\$2,000,000

GENERAL OBLIGATION USM PROJECT BONDS

SERIES 2001

OF

HARRISON COUNTY, MISSISSIPPI

DATED: January 1, 2001

DUE: January 1, as shown below

Interest is payable semiannually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing January 1, 2002. The Bonds, in registered form and in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity, will mature on January 1, with option of prior payment, in the years and principal amounts as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YIELD</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YIELD</u>
2002	\$ 90,000	_____ %	_____ %	2010	\$135,000	_____ %	_____ %
2003	95,000	_____	_____	2011	145,000	_____	_____
2004	100,000	_____	_____	2012	150,000	_____	_____
2005	105,000	_____	_____	2013	160,000	_____	_____
2006	110,000	_____	_____	2014	170,000	_____	_____
2007	115,000	_____	_____	2015	180,000	_____	_____
2008	125,000	_____	_____	2016	190,000	_____	_____
2009	130,000	_____	_____				

Bonds maturing on January 1, 2009, and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part, in inverse order of maturity and by lot within a maturity on January 1, 2008, or on any Interest Payment Date thereafter, at par, plus accrued interest to the date of redemption.

The Bonds have not been designated by the County as "qualified tax exempt obligations" for purposes of Section 265(b)(3)(c) of the Internal Revenue Code of 1986, as amended.

The Bonds are offered subject to the final approval of the legality thereof by Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, and Page, Mannino, Peresich & McDermott, A PLLC, Co-Bond Counsel.

The date of this Official Statement is January 8, 2001.

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No dealer, broker, salesman or other person has been authorized to make any representations with respect to the Bonds other than is contained in this Official Statement, and if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information, estimates and expressions of opinion contained herein are subject to changes without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing the Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement shall, nor any sale made hereunder, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof.

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HARRISON COUNTY, MISSISSIPPI

BOARD OF SUPERVISORS

ROBERT N. "BOBBY" ELEUTERIUS, DISTRICT 1
LARRY BENEFIELD, DISTRICT 2
MARLIN LADNER, DISTRICT 3
WILLIAM MARTIN, DISTRICT 4
CONNIE ROCKCO, DISTRICT 5

JOHN T. MCADAMS
CLERK, BOARD OF SUPERVISORS

MEADOWS RILEY LAW FIRM
GULFPORT, MISSISSIPPI
ATTORNEY, BOARD OF SUPERVISORS

HOLLEY, GRUBBS, MITCHAM & PHILLIPS
JACKSON, MISSISSIPPI
FINANCIAL ADVISOR

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC
JACKSON, MISSISSIPPI

PAGE, MANNINO, PERESICH & MCDERMOTT, A PLLC
GULFPORT, MISSISSIPPI

CO-BOND COUNSEL

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OFFICIAL STATEMENT

\$2,000,000

GENERAL OBLIGATION USM PROJECT BONDS

SERIES 2001

OF

HARRISON COUNTY, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the \$2,000,000 General Obligation USM Project Bonds, Series 2001, dated January 1, 2001 (the "Bonds"), of Harrison County, Mississippi (the "County").

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

THE BONDS

Purpose and Authorization

The Bonds are being issued to provide funds for the purpose of providing funds for constructing, equipping and furnishing a new building and/or for the repair, renovation, equipping and furnishing of any existing building at the University of Southern Mississippi - Gulf Park Campus at Long Beach, Mississippi.

The Bonds will be issued pursuant to the provisions of Chapter No. 953, House Bill No. 1848, Local and Private Laws, 1998 Regular Session of the Mississippi Legislature (the "Act"), and a Bond Resolution adopted by the Board of Supervisors of the County (the "Governing Body") on December 18, 2000 (the "Bond Resolution").

In order to issue the Bonds, the Governing Body adopted a resolution declaring its intention to issue the Bonds and gave notice of such intention by publication of said resolution in a newspaper published in the County. If twenty percent (20%), or fifteen hundred, whichever had been less, of the qualified electors of the County had filed a written protest against the issuance of the Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Bonds would have been held. December 11, 2000, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest having been

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received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

Security

The Bonds will be general obligations of the County payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the County. The County will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of principal of and the interest on the Bonds as the same falls due.

The qualified electors of the State of Mississippi voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect Bondholders' remedies in the event of a payment default, it potentially prevents Bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a Court of the State of Mississippi. It is not certain whether the Amendment would affect the right of a Federal Court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the Bondholders in the event of a payment default with respect to the Bonds. For example, Bondholders can seek a writ of mandamus to compel the County to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

Form of the Bonds

The Bonds shall be dated January 1, 2001, shall be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, shall be numbered from one upward in the order of issuance, shall be issued in fully registered form, and shall bear interest from the date thereof at the rate or rates specified herein, commencing January 1, 2002, and semiannually thereafter on January 1 and July 1 of each year.

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Redemption Provisions

Bonds maturing on January 1, 2009, and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part, in inverse order of maturity and by lot within a maturity on January 1, 2008, or on any Interest Payment Date thereafter, at par, plus accrued interest to the date of redemption.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. From and after such redemption date, interest with respect to the Bonds to be redeemed will cease to accrue.

FINANCIAL ADVISOR

The County has retained the firm of Holley, Grubbs, Mitcham & Phillips, Jackson, Mississippi, as independent financial advisor (the "Financial Advisor") to the County in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the County with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Bonds.

Although the Financial Advisor performed an active role in drafting of the Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the County and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the County. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

RATING

Moody's Investors Service has assigned a rating of "___" to the Bonds. Information on the rating may be obtained from the Chancery Clerk. Such rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to delivery of the Bonds in order that the interest on the

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Bonds not be included in gross income of the registered owners for federal income tax purposes under Section 103 of the Code. The certificate as to non-arbitrage and other tax matters of the County, which will be delivered concurrently with the delivery of the Bonds, will contain provisions and procedures relating to compliance with such requirements of the Code. The County agrees, covenants and represents in the Bond Resolution that it will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code, and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Except as expressly stated in the following two paragraphs of this section, Co-Bond Counsel will express no opinion as to any federal or state consequences of the ownership of, receipt of interest on, or disposition of the Bonds.

In the opinions of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, and Page, Mannino, Peresich & McDermott, A PLLC, Co-Bond Counsel, under existing law, interest on the Bonds is not included in gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Code and interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax that may be imposed on individuals and corporations. Such interest, however, is includable in the "adjusted current earnings" of a corporation for purposes of computing the alternative minimum tax and the environmental tax imposed on corporations (see "Certain Federal Tax Information - Alternative Minimum Tax"). In rendering the foregoing opinion, Co-Bond Counsel has assumed the compliance by the County with the tax covenants and representations in the Bond Resolution and the representations in the certificate as to non-arbitrage and other tax matters. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Co-Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the County to comply with its covenants. Failure of the County to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue. For federal tax information, see "Certain Federal Tax Information" herein.

Under existing law, Co-Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

Certain Federal Tax Information

General. The following discussion of certain federal income tax matters is a summary of possible collateral tax consequences. It does not purport to deal with all aspects of federal taxation that may be relevant to particular registered owners. Further, the following discussion should not be construed as expressing an opinion of Co-Bond Counsel as to any such matters, not specifically

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addressed in their opinion. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Alternative Minimum Tax. The Code imposes an alternative minimum tax with respect to individuals and corporations on alternative minimum taxable income. A 20 percent alternative corporate minimum tax is imposed on corporations (other than S corporations, regulated investment companies, real estate investment trusts or real estate mortgage investment conduits, as such terms are defined in the Code). Interest on the Bonds is not treated as a preference item in calculating alternative minimum taxable income. The Code provides, however, that the corporation's alternative minimum taxable income is increased by 75 percent of the excess (if any) of (i) the "adjusted current earnings" of a corporation over (ii) its alternative minimum taxable income (determined without regard to this adjustment and the alternative tax net operating loss deduction). Interest on tax-exempt obligations, including the interest on the Bonds, would generally be included in computing a corporation's "adjusted current earnings." Accordingly, a portion of any interest on the Bonds received or accrued by a corporate registered owner will be included in computing such corporation's alternative minimum taxable income for such year.

Environmental Tax. For taxable years beginning before January 1, 1996, Section 59A of the Code imposes an environmental tax of 0.12 percent on the excess, with certain modifications, of a corporation's alternative minimum taxable income, over \$2,000,000. The environmental tax imposed by Section 59A of the Code is imposed independently from the alternative minimum tax on corporations and is deductible from gross income. Interest on the Bonds is included in alternative minimum taxable income for purposes of the environmental tax, to the extent reflected in the adjustment for "adjusted current earnings."

Insurance Companies. Insurance companies, other than life insurance companies, are subject to the tax imposed by Section 831 of the Code. Section 832(b)(5)(B)(i) of the Code reduces the amount of certain loss deductions, otherwise allowed, in certain cases below zero, by 15 percent of, among other things, interest on tax-exempt obligations acquired after August 7, 1986, such as the Bonds.

Branch Profits Tax. Section 884 of the Code imposes on certain foreign corporations a branch profits tax equal to 30 percent of the "dividend equivalent amount" for the taxable year. Interest on the Bonds received or accrued by a foreign corporation subject to the branch profits tax may be included in computing the "dividend equivalent amount" of such corporation.

Borrowed Funds. Section 265 of the Code denies a deduction for interest paid on borrowed funds to purchase or carry tax-exempt obligations. In addition, under rules used by the Internal Revenue Service for determining when borrowed funds are considered used for the purpose of purchasing or carrying particular assets, the purchase of obligations may be considered to have been made with borrowed funds even though the borrowed funds are not directly traceable to the purchase of such obligations.

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S Corporations. Section 1375 of the Code imposes a tax on the "excess net passive investment income" of S corporations that have Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporations is passive investment income. Interest on the Bonds is included in the calculation of excess net passive income.

Social Security and Railroad Retirement Benefits. Section 86 of the Code provides that interest on tax-exempt obligations is included in the calculation of modified adjusted gross income in determining whether a portion of Social Security or Railroad Retirement benefits are to be included in the taxable income of individual recipients of such benefits.

CONTINUING DISCLOSURE

In the Bond Resolution authorizing the Bonds, the County has made the following agreement for the benefit of the holders and beneficial owners of the Bonds as required by Securities and Exchange Commission Rule 15c2-12(b)(5) ("SEC Rule 15c2-12"). The County is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under this agreement, the County will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors. This information will be available to securities brokers and others who subscribe to receive the information from the vendors.

Annual Reports

The County will provide certain updated financial information and operating data to certain information vendors annually. The information to be updated includes all quantitative financial information and operating data with respect to the County of the general type included in the Official Statement in Appendix A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION" and other financial information set forth in Appendices C and D. The County will update and provide this information within six months after the end of each fiscal year of the County ending in or after 2000. The County will provide the updated information to each nationally recognized municipal securities information repository ("NRMSIR") and to any state information depository ("SID") that is designated by the State of Mississippi and approved by the staff of the United States Securities and Exchange Commission (the "SEC").

The County may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12. The updated information will include audited financial statements, if the County's audit is completed by the required time. If audited financial statements are not available by the required time, the County will provide unaudited financial statements by such time and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the County may be required to employ from time to time pursuant to law or regulation.

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The County's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the County changes its fiscal year. If the County changes its fiscal year, it will notify each NRMSIR and any SID of the change.

Anyone requesting information under the continuing disclosure requirements of Rule 15c2-12, should contact the Chancery Clerk, Harrison County Courthouse, 1801 23rd. Avenue, Gulfport, Mississippi 39501, Telephone Number: (228) 865-4117.

Material Event Notices

The County will also provide timely notices of certain events to certain information vendors. The County will provide notice of any of the following events with respect to the Bonds, if such event is material to a decision to purchase or sell Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or events affecting the tax-exempt status of the Bonds; (7) modifications to rights of holders of the Bonds; (8) Bond calls; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds; and (11) rating changes. Neither the Bonds nor the Bond Resolution makes any provisions for debt service reserves. In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports." The County will provide each notice described in this paragraph to any SID and to either each NRMSIR or the Municipal Securities Rulemaking Board ("MSRB").

Availability of Information from NRMSIRs or the MSRB and SID

The County has agreed to provide the foregoing information to NRMSIRs or the MSRB and any SID. The information will be available to holders of Bonds only if the holders comply with the procedures and pay the charges established by such information vendors or obtain the information through securities brokers who do so.

As of the date of this Official Statement, the State of Mississippi has not designated a SID.

Limitations and Amendments

The County has agreed to update information and to provide notices of material events only as described above. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

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The County may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the County, (2) the agreement, as amended, would have complied with SEC Rule 15c2-12 at the date of sale of the Bonds, taking into account any amendments or interpretations of the SEC Rule 15c2-12 as well as any change in circumstance, and (3) the County receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the County will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

Compliance with Prior Undertaking

The County is in compliance with all continuing disclosure agreements executed in connection with previously issued debt subject to SEC Rule 15c2-12.

BONDHOLDER'S RISK - YEAR 2000 SYSTEM CONVERSION

The year 2000 was projected to present potential problems for all computer users throughout the world as many computer applications were written with the year represented by the last two digits of the year and the first two digits were implied, thus conserving storage space. The County recognized that the year 2000 could adversely impact its delivery of services to residents and its internal operations. Consequently, year 2000 compliance activities were implemented prior to January 1, 2000. These activities included mainframe systems, PC and server systems, and facility systems such as building security and access systems.

Year 2000 assessments were made on major County information systems. Year 2000 awareness sessions were conducted for all County department heads and critical systems were updated to software versions that the vendor stated were 2000 compliant. Project teams undertook activities to fully implement year 2000 compliant software version for the finance systems prior to year 2000 or century change impacts upon County operations.

Furthermore, the County relies upon the computer systems of other parties, such as the paying agent for the County's outstanding obligations and may be indirectly reliant upon computer systems of other third parties. At the present time, the County is unable to determine the extent to which the County is vulnerable to the failure of these third parties to have solved their year 2000 problems. There can be no guarantee that the computer systems of other entities upon which the County directly or indirectly relies, have been timely modified or converted to address the year 2000 problem. To the extent the year 2000 problem has not been addressed by such third parties, there could be an interruption in the collection of ad valorem taxes and other revenues of the County. Additionally, there is no guarantee that the year 2000 problem will not have a material adverse impact upon the local or U. S. economy resulting in a interruption in the collection of ad valorem taxes or other revenues of the County.

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While assurance cannot be given that no year 2000 problems will occur, the year 2000 issue was and is a top priority for the County. County staff believes that their activities and planning were and are sufficient to ensure continuous County operations.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities

No securities of the County have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligations of the County is past due.

No Bond Proceeds for Current Operating Expenses

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last 10 years.

Pension Plan

The County has no pension plan or retirement plan for employees. County employees are members of and contribute to the Mississippi Public Employees' Retirement System.

No-Litigation Certificate

The attorney for the Board and the Board of Supervisors will execute and deliver to the initial purchaser(s) of the Bonds a certificate dated as of the date of delivery that no litigation has been filed or is then pending to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for the payment of the principal of and interest on the Bonds or in any manner questioning the validity of the Bonds.

Validation

The Bonds were validated before the Chancery Court of the County, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

Approval of Legal Proceedings

All legal matters in connection with the authorization and issuance of the Bonds are subject to the final unqualified approval of the legality thereof by Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, and Page, Mannino, Peresich & McDermott, A PLLC., Co-Bond Counsel. Copies of such opinion will be available at the time of delivery of the Bonds. No representation is made to the registered owners of the Bonds that such Co-Bond Counsel has verified

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the accuracy, completeness or fairness of the statements in the Official Statement and Co-Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

Miscellaneous

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents; and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The successful bidder shall file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the closing unless the County has been notified in writing to the contrary by the representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the County of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

HARRISON COUNTY, MISSISSIPPI

BY: /s/ LARRY BENEFIELD
PRESIDENT, BOARD OF SUPERVISORS

/s/ JOHN MCADAMS
CLERK, BOARD OF SUPERVISORS

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APPENDIX A

INFORMATION ON THE COUNTY

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ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

The County, named for William Henry Harrison, the ninth President of the United States, is located in the gulf coastal terrace soil area of the State of Mississippi (the "State"), with a land area of 584 square miles. Fifty-five of the existing 82 counties in the State were in existence before the County was formally organized on February 5, 1841. The City of Biloxi and the City of Gulfport, both located in the County, rank only behind Jackson, the State capital, in size. The City of Biloxi was the first capital of the Louisiana Territory, predating both the City of Mobile, Alabama, and the City of New Orleans, Louisiana.

Located on the Mississippi Gulf Coast, the County is an urban County in which residents and tourists alike enjoy the world's longest man-made beach, 26 miles in length, as well as dockside casino gambling and many cultural activities. Situated in the Gulf of Mexico near the County's shore, the National Seashore Park, consisting of Ship Island, Horn Island and Petit Bois Island, provides numerous recreational activities. Among the County's many annual cultural events are the celebration of Mardi Gras, dating back to 1699, and the Blessing of the Fleet, a shrimp festival honoring the thriving seafood industry, the backbone of the coastal area's economy since the 1880's.

The County's history is reflected in its many well-known landmarks. Among these are the Biloxi lighthouse, which has guided fishing fleets home since 1848; Fort Massachusetts on nearby Ship Island, where troops were garrisoned during the Civil War; and Beauvoir, the final home of Confederate President Jefferson Davis.

Dockside Gaming

During 1992, the voters of Harrison and Hancock Counties approved dockside gaming activities and the Gulf Coast's first casino opened in August, 1992. As of June, 2000, twelve (12) casinos (eight (8) in Biloxi, three (3) in Gulfport and one (1) in Hancock County) were in operation employing approximately 16,250 people with an estimated annual payroll of \$300 million. The Gulf Coast currently has 4,271,749 square feet of casino space with 663,980 square feet dedicated to gaming operations.

The County expects that dockside gaming will continue to have a significant favorable impact on the local economy of Harrison County and the cities located therein, particularly the Cities of Biloxi and Gulfport. The assessed valuation of real and personal property has increased dramatically since 1992. As of June, 2000, hotel room inventory now totals over 17,000 units to meet growing demand. Gaming revenues topped \$1 billion in 1999 and are anticipated to surpass that level in 2000 with continued expansions and new jet service.

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Tourism

The Mississippi Gulf Coast was cited in the top 100 places for tourism value (least expensive destination) by Corporate Travel Index Survey in 1999. Over 50,000 visitors enjoy the Mississippi Gulf coast each day making the area the fastest growing tourist destination in the south. The infrastructure includes an 11,500 seat coliseum with a 100,000 square foot convention center, 17,000 hotel rooms, 12 Las Vegas style casinos, top name entertainment, historic points of interest, white sand beaches, deep-sea fishing, gracious antebellum homes, shopping from specialty boutiques to factory stores, family attractions, more than 20 challenging golf courses and fabulous Gulf cuisine with Creole accent. Tourism is now a \$2 billion dollar industry with over 19 million visitors annually. Harrison County has become a permanent competitor for the New Orleans tourism market and is a major competitor for conventions.

Mississippi Coast Coliseum and Convention Center

The Mississippi Coast Coliseum (the "Coliseum") and Convention Center (the "Convention Center") is the southeast's largest beachfront complex located on the Gulf of Mexico near many major hotels and tourist attractions. The facility was completed in 1977 at a total cost of approximately \$26 million. This ultra-modern facility with parking capacity for up to 4,000 cars was designed to accommodate sporting events, entertainment, conventions and other associated attractions. The Convention Center, with 12,500 square feet of pre-function usable floor space and 112,000 square feet for 32 individual meeting rooms or one large meeting hall, has the capacity for 650 exhibit booths as well as banquet service for approximately 7,500 persons. The Coliseum, directly adjacent to the Convention Center, has 24,780 square feet and can accommodate up to 15,000 persons, depending upon the type of seating arrangement.

Population

The population of the County has been recorded as follows:

1970	1980	1990	1999 ¹
134,582	157,665	165,365	178,567

SOURCE: Mississippi Research and Development Center; November, 2000.

¹ Estimated figure by Population Estimates Program, Population Division, U.S. Bureau of the Census.

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Government

The County is divided into two judicial districts, with courthouses located in the City of Gulfport (first judicial district) and the City of Biloxi (second judicial district). The governing body of the County is the Board of Supervisors, which consists of five members, each elected from a separate district or "beat" for concurrent four-year terms. The current members of the Board of Supervisors are as follows:

Name	Occupation	Position Held Since
Robert N. "Bobby" Eleuterius	Full-time Supervisor	1984
Larry Benefield	Full-time Supervisor	1992
Marlin Ladner	Full-time Supervisor	2000
William Martin	Full-time Supervisor	1999
Connie Rockco	Full-time Supervisor	2000

Transportation

The County is bordered on the south by the Gulf of Mexico. Mississippi's most heavily traveled highway, U.S. Highway 90, parallels the beach, while U. S. Highway 49, running north from the City of Gulfport, bisects the County. Interstate Highway 110 connects U. S. Highway 90 with Interstate Highway 10, which intersects with U. S. Highway 49 and has replaced U. S. Highway 90 as a major east-west artery. Additional state and county highways, together with local roads, provide access to outlying areas in the County as well as to all coastal areas.

Two major railroad lines serve the County. The CSX Corporation runs east to west, while the MidSouth Rail Corporation runs north to south. MidSouth Rail Corporation connects with the Illinois Central Railroad and the Southern Railroad in the City of Hattiesburg, Mississippi.

The Port of Gulfport (the "Port"), located 12 miles from Ship Island and the open waters of the Gulf of Mexico, is North America's second largest handler of tropical fruit, the largest poultry exporter to Russia, and offers containerized refrigeration. A shipping channel, with a depth of 36 feet and 5,800 feet of commercial berthing space, is maintained by the United States Corps of Engineers. Currently, the Port is embarking on an extensive expansion plan which will add 84 acres to the 184 acre complex, allowing for two additional ship berths as well as a new Gulfport Container Terminal. The Port was acquired from the City of Gulfport by the State of Mississippi in 1961. It serves as a U.S. Customs port of entry, providing excellent bases for international trade. It is a deep water terminal on the Gulf Intercoastal Waterway which serves barge as well as steamship traffic. In excess of \$625 million of economic benefit is derived by Mississippi from the Port operations, including some \$100 million in personal incomes from more than 4,500 jobs created or retained annually.

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The Harrison County Industrial Seaway (the "Seaway"), extending from the Bay of Biloxi, connects a 1700 acre industrial park on Interstate 10 directly to inland waterways and blue water via a 12 by 150-foot channel. Completed in 1965, the Seaway provides shipping accessibility to the Gulf of Mexico from U. S. Highway 49 through the Biloxi Bay. The County is also served by the Port of Biloxi, which has a channel depth of 12 feet.

The Gulfport-Biloxi Regional Airport (the "Regional Airport"), located approximately three miles from the Gulfport's central business district, occupies approximately 1,400 acres within the County. With two runways, one having a length of 9,000 feet and a secondary runway having a length of 5,000 feet, the Regional Airport has the capability of serving all the largest commercial aircraft currently in use. Five scheduled airlines provide 29 daily departures including: AirTran Airways, ASA/Delta, Continental Express, Southeast Airlines and Northwest Airlines, which has re-established jet service to replace turbo-prop connections to its Memphis hub. Scheduled carriers provide non-stop jet service to Atlanta, Georgia, Dallas, Texas, Daytona Beach, Florida, Ft. Lauderdale, Florida, Houston, Texas, Memphis, Tennessee, Nashville, Tennessee, Orlando, Florida and Tampa, Florida.

Passenger numbers continue to rise at the Regional Airport. During 1999, there were 705,365 total scheduled airline passengers and 118,395 total charter passengers. There were 119,056 flight operations during 1999 broken down as follows: 16,606 airline; 36,948 military, and 65,502 general aviation. By comparison, in 1998, there were 379,764 schedule passengers, 69,423 charter passengers, and 97,182 operations. The increase in operations was due to the renewed presence of military activity since the completion of the runway reconstruction which was completed in January, 1999. Additionally, the Regional Airport handled 80,616 pounds of cargo in 1999 compared to 44,482 pounds in the previous year. The Regional Airport is also geared to handle international trade activity, serving as a U.S. Customs port of entry and a foreign trade zone. As of June, 2000, only one-half of the year accounted for, there were already 435,000 scheduled airline passengers and 65,000 charter passengers. The Regional Airport has recently completed a \$20 million expansion, tripling the size of the facility, which included expansion of the terminal, air side infrastructure improvements, an international arrivals building, a charter service center and the construction of an office park adjacent to the Regional Airport property.

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Per Capita Income

Year	County	Mississippi	United States	County as % of U.S.
1998	\$22,838	\$19,776	\$27,203	83.9%
1997	20,285	18,098	25,288	80.2
1996	19,644	17,561	24,436	80.3
1995	18,328	16,716	23,196	79.1
1994	17,711	15,915	22,044	80.3

SOURCE: Mississippi Personal Income by Major Source, 1993-1998, Labor Market Information Department, Mississippi Employment Security Commission; November, 2000.

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Major Employers

The following is a partial listing of major employers in the County, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Keesler Air Force Base	15,823	Armed services
Naval Construction Battallion Center	4,318	Armed services
Beau Rivage	4,200	Casino & resort
Grand Casino (Biloxi)	3,291	Casino
Memorial Hospital-Gulfport	2,200	Healthcare
Grand Casino (Gulfport)	2,000	Casino
Sun Coast Center Rehab	2,000	Rehabilitation services
U.S. Veterans Hospitals	1,500	Health services
Harrison Co. School District	1,425	Education
Casino Magic	1,400	Casino
Isle of Capri Casino	1,315	Casino
Treasure Bay Casino	1,310	Casino
403rd Wing Air Force Reserves	1,310	Armed services
MS Power Co.	1,250	Utility services

SOURCE: MS State Business Directory; November, 2000.

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Unemployment Statistics

	2000	1999	1998	1997	1996
January	3.7%	3.8%	3.7%	4.8%	5.8%
February	3.8	3.8	3.5	4.8	5.2
March	4.5	3.7	3.7	4.7	5.2
April	3.8	2.8	3.6	4.7	5.2
May	4.5	3.6	4.1	4.7	5.3
June	5.0	3.6	4.5	4.5	5.7
July	4.1	3.5	3.9	4.5	4.9
August	3.9	3.7	4.2	4.4	5.1
September	3.7	3.5	4.2	4.5	4.5
October	3.8	3.6	4.1	4.5	4.4
November		2.8	3.8	4.5	4.0
December		2.9	3.8	4.4	3.7
Annual Average		3.4%	3.9%	4.6%	4.9%

SOURCE: Labor Market Data for each month shown, Labor Market Information Department, Mississippi Employment Security Commission; November, 2000.

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Employment Statistics of the County

	1999	1998	1997	1996	1995
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	85,390	83,360	80,220	80,590	81,590
II. Unemployed	2,930	3,250	3,720	3,960	5,230
% of Civilian Labor Force	3.4%	3.9%	4.6%	4.9%	6.4%
III. Employed	82,460	80,110	76,500	76,630	76,360
A. Nonagricultural Wage & Salaried Workers	77,110	74,490	70,750	70,730	70,340
B. Other Nonagricultural Workers	4,860	5,090	5,210	5,330	5,450
C. Agricultural Workers	500	540	530	570	570
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	5,520	5,490	5,450	4,930	5,140
II. Nonmanufacturing	87,430	82,540	78,110	77,420	75,590
A. Mining	10	20	20	20	20
B. Construction	5,060	5,080	4,440	4,060	3,890
C. Transportation & Public Utilities	4,970	5,150	4,740	5,180	4,490
D. Wholesale & Retail Trade	21,800	21,390	18,240	19,920	19,850
E. Finance, Insurance & Real Estate	3,680	3,490	3,210	2,990	3,080
F. Service & Miscellaneous	34,340	30,100	30,080	28,580	27,420
G. Government	17,570	17,310	17,380	16,970	16,850
Public Education	4,560	4,150	4,470	4,300	3,920

SOURCE: Annual Averages, 1990-1999, April, 2000 ed., Mississippi Employment Security Commission; November, 2000.

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Retail Sales

State Fiscal Year Ended June 30	Amount
1999	\$3,154,592,532
1998	2,601,245,879
1997	2,367,822,614
1996	1,936,630,406
1995	2,091,573,728

SOURCE: Annual Report for each year shown, Mississippi State Tax Commission; November, 2000.

Educational Facilities

The Harrison County School District (the "District") is comprised of all areas of the County not included in the four municipal school districts operating within the County. The Biloxi Public School District operates eleven (11) schools; the Gulfport Public School District operates fourteen (14) schools; the Long Beach Public School District operates six (6) schools; and the Pass Christian Public School District operates four (4) schools. The District currently operates one (1) child development center, twelve (12) elementary schools, two (2) middle schools, two (2) high schools, one (1) vocational center, and one (1) alternative school.

Enrollment figures for the District for the 2000-2001 scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment
2000-01	12,786
1999-00	12,630
1998-99	12,235
1997-98	12,213
1996-97	12,000

SOURCE: Harrison County School District; November, 2000.

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TAX INFORMATION

Assessed Valuation of the County²

Assessment Year	Real Property	Personal Property	Public Utility Property	Total
2000	\$964,957,325 ³	\$413,244,731	\$159,493,521	\$1,537,695,577
1999	583,819,998	349,109,254	147,222,495	1,080,151,747
1998	558,358,823	325,069,093	140,647,402	1,024,075,318
1997	537,296,522	300,912,052	140,417,338	978,625,912
1996	521,048,967	321,120,555	140,141,590	982,311,112

SOURCE: Harrison County Chancery Clerk; November, 2000.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), 15 percent of true value;
- (b) Single-family owner-occupied residential real property, 10 percent of true value;
- (c) Motor vehicles and public utility property, 30 percent of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at 10 percent of true value as opposed to 15 percent of true value under previously existing law.

² The total assessed valuation is approved in September preceding the fiscal year of the County and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2000 will be collected starting in January, 2001 for the 2000-2001 fiscal year budget of the County.

³ Real property value increase due to reappraisal.

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The assessed valuation figures above do not include property exempt from all County ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to County ad valorem tax in the next ten years:

Exempt Property	Current Assessed Valuation	Date Exemption Ends
Oreck Manufacturing Company	5787,272	02/28/07
Avondale Enterprises, Inc.	666,896	05/31/01
Triton Systems, Inc.	368,353	12/31/09
Turbana Corp.	250,594	04/05/18
Plant Maintenance Service Corp.	229,029	11/01/03
Avondale Enterprises, Inc.	148,688	05/01/01
Duratex North America Inc.	146,250	03/22/03
Messer Griesheim Industries Inc.	120,000	08/01/04
Avondale Enterprises, Inc.	91,781	05/31/01
Southern Scrap Gulf Coast Inc.	67,850	03/08/01
Gulf Coast Industries	63,082	01/01/06
Triton Systems Inc.	49,224	12/31/05
Plant Maintenance Service Corp.	40,500	11/01/03
Collins Filter Manufacturing	38,222	12/31/08
Fansteel Inc.	35,232	12/31/06
John R. Robinson	35,085	07/01/04
Gulf Coast Pre-Stress Partners Ltd.	33,450	12/31/05
Ash Corporation	28,125	12/31/05
Plant Maintenance Service Corp.	27,900	11/01/03
George F. Fondren, Jr.	18,766	10/01/06
Avondale Enterprises Inc.	15,840	05/31/01
McElroy Machine Manufacturing Co. Inc.	14,886	05/15/02
George F. Fondren, Jr.	846	10/01/06
Total	53,277,871	

SOURCE: Harrison County Tax Assessor; November, 2000.

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Procedure for Property Assessments

Real and personal property valuations other than motor vehicles and property owned by public utilities are determined by the County Tax Assessor. All taxable real property situated in the County is assessed each year and taxes thereon paid for the ensuing year. Assessment rolls of such property subject to taxation are prepared by the County Tax Assessor and are delivered to the Board of Supervisors of the County on the first Monday in July. Thereafter, the assessments are equalized by the Board of Supervisors and notice is given to the taxpayers that the Board of Supervisors will meet to hear objections to the assessments. After objections are heard, the Board of Supervisors adjusts the rolls and submits them to the State Tax Commission, which examines them on receipt. The State Tax Commission may then accept the rolls or, if it finds a roll incorrect in any particular, return the rolls to the Board of Supervisors to be corrected in accordance with the recommendations of the State Tax Commission. If the Board of Supervisors has any objections to the order of the State Tax Commission, it may arrange a hearing before the Commission. Otherwise, the assessment roll is finalized and submitted to the County Tax Collector for collection. The assessed value of motor vehicles is determined by an assessment schedule prepared each year by the State Tax Commission. With minor exceptions the property of public utilities is assessed each year by the State Tax Commission.

Tax Levy Per \$1,000 Valuation⁴

	Years in Which Taxes Levied				
	2000-01	1999-00	1998-99	1997-98	1996-97
GENERAL PURPOSES					
General County Fund	20.41	24.24	24.96	24.73	22.73
State Port at Gulfport	.70	.75	.75	1.00	1.00
Biloxi Port Commission	.70	1.00	.68	1.34	1.34
MS Gulf Coast Comm. College Maint.	2.12	2.60	2.62	2.64	2.64
MS Gulf Coast Comm. College Capital Fund	1.80	2.20	2.22	2.24	2.24
Road Fund	2.70	3.75	4.75	3.75	3.75
Bridge & Culvert Fund	.99	1.65	1.10	1.00	1.00
Harrison County Development Commission	.87	.40	.77	1.25	1.25
Child Development Center Fund	1.11	1.47	1.47	1.47	1.47

⁴ Taxes levy figures are given in mills.

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	Years in Which Taxes Levied				
	2000-01	1999-00	1998-99	1997-98	1996-97
Special Reappraisal Fund	.40	1.00	1.00	1.00	1.00
Escrow Reappraisal Fund	1.00	1.00	1.00	1.00	1.00
Garbage Fund (outside)	5.65	6.37	6.37	6.12	6.12
Harrison Co. Sch. Dist. Minimum Education	1.82	2.18	2.18	2.18	2.18
Harrison Co. Sch. Dist. Educ. & Maint.	29.96	35.35	35.35	35.35	35.00
Regional Airport Authority	.29	.22	.22	.22	.22
General County Bond & Interest Sinking Fund	3.40	3.36	2.10	2.00	3.00
Regional Airport Bond & Interest Sinking Fund	.25	0.00	0.00	.25	.25
D'Iberville Water & Sewer District	2.08	4.00	4.00	4.00	4.00
Pass Christian/Henderson Point Water/Sewer Dist.	2.64	4.00	4.00	4.00	4.00
Harrison County Wastewater	3.81	4.50	4.60	4.60	4.60
Harrison County Fire District	2.25	2.50	2.50	2.50	2.50
Harrison Co. Sch. Dist. Bond Sinking Fund	.30	.75	.75	1.00	2.00
Harrison Co. Sch. Dist. Debt	6.08	9.10	9.10	9.10	2.00
TOTAL LEVY	91.33	112.49	112.49	112.74	106.29

SOURCE: _ Harrison County Chancery Clerk; November, 2000.

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Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
1999	\$39,221,666	\$40,861,445	\$1,639,779
1998	36,815,130	37,077,593	262,463
1997	34,192,778	36,685,003	2,492,218
1996	32,289,840	34,549,371	2,259,531
1995	30,160,651	33,009,112	2,848,461

SOURCE: Harrison County Chancery Clerk; November, 2000.

Procedure for Tax Collections

The Board of Supervisors is required under the Act and the Bond Resolution to levy annually a special tax upon all taxable property within the County sufficient to provide for the payment of the principal of and the interest on its general obligation indebtedness, including the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of 1% per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Ad valorem taxes on personal property are payable at the same time and in the same manner as on real property. Section 27-41-15, Mississippi Code of 1972, provides that upon failure of the taxpayer to make timely payment, the tax collector of each county is authorized to sell any personal property liable for unpaid taxes at the courthouse door of the county unless the property is too cumbersome to be removed. Five days' notice of the sale in an advertisement posted in three public places in the county, one of which must be the courthouse, is required. Municipal tax collectors are required to follow any special ordinance adopted by a municipality on personal property sales. Interest, fees, costs and expenses of sale are recoverable in addition to the taxes delinquent. If sufficient personal property cannot be found, the tax collector may make a list of debts due the taxpayer by other persons and sell such debts and is further directed to distrain and sell sufficient other properties of the taxpayer to pay the delinquent taxes. Debts sold may be redeemed within six months from the sale in the same manner as redemption of land from tax sales.

Section 27-41-55, Mississippi Code of 1972, as amended, provides that after the fifth day of August in each year, the tax collector for each county shall advertise and sell all land in the county on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes. The sale is held at the door of the courthouse of the county or any place within the courthouse that the tax collector deems suitable to hold such sale, provided that the place of such sale shall be

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designated by the tax collector in the advertisement of the notice of tax sale on the last Monday of August following. The owner, or any person with an interest in the land sold for taxes, may redeem the land at any time within two years after the day of sale by paying all taxes, costs, interest and damages due to the Chancery Clerk. A valid tax sale will mature two years after the date of sale unless the land is redeemed and title will vest in the purchaser on such date.

At the option of the tax collector, advertisement for the sale of such county lands may be made after the fifteenth day of February in each year with the sale of such lands to be held on the first Monday of April following. All provisions which relate to the tax sale held in August of each year shall apply to the tax sale if held in April.

County and municipal taxes, assessed upon lands or personal property, are entitled to preference over all judgments, executions, encumbrances or liens however created.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the County subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the County or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the State Tax Commission was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the State Tax Commission equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the State Tax Commission filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the State Tax Commission could not accept and approve tax rolls from counties which had not yet reappraised. The County has completed reappraisal.

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Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$6,000 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the State Tax Commission. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

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Ten Largest Taxpayers

The ten largest taxpayers in the County for assessment year 1999, are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
MS Power Company	\$102,893,187	\$ 8,008,505.40
Grand Casinos	47,537,273	2,095,129.54
BellSouth Telecommunications	30,459,939	1,748,310.40
E. I. Dupont	25,428,291	1,318,845.64
Beau Rivage Resorts	8,987,437	390,234.51
Imperial Palace	8,326,084	361,518.57
Isle of Capri	7,678,803	333,413.63
Bayview Land, Ltd.	6,981,133	303,120.79
Mastar, Inc.	6,530,146	283,538.94
President Casino	6,504,492	282,425.03
Total	\$251,326,785	\$15,125,042.45

SOURCE: Harrison County Tax Collector; November, 2000.

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DEBT INFORMATION

Legal Debt Limit Statement

(as of November, 2000)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation -1,537,695,577)	\$230,654,336	\$307,539,115
Present Debts Subject to Debt Limits	60,915,000	60,915,000
Margin for Further Debt Under Debt Limits	\$169,739,336	\$246,624,115
Less: This Offering	2,000,000	2,000,000
Margin for Further Debt Under Debt Limits after Issuance of the Bonds	\$167,739,336	\$244,624,115

Statutory Debt Limits

The County is subject to a general statutory debt limitation under which no county in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of all taxable property within such county according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of this fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for the construction of hospitals, ports or other capital improvements payable primarily from the net revenues to be generated from such hospital, port or other capital improvements in cases where such revenue is pledged to the retirement of the indebtedness, together with the full faith and credit of such county.

However, in no case shall any county contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes when added to all of the outstanding general obligation indebtedness, both bonded and floating, which shall exceed twenty percent (20%) of the assessed value of all taxable property within such county, but bonds issued for school purposes and bonds issued under Sections 57-1-1 through 57-1-51 are specifically excluded from both the fifteen percent (15%) limitation and the twenty percent (20%) limitation (but are subject to statutory limits applicable to bonds of each type, respectively). Bonds issued for washed-out or collapsed bridges apply only against the twenty percent (20%) limitation. Industrial development revenue bonds are excluded from all limitations on indebtedness, as are contract obligations subject to annual appropriations.

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Outstanding General Obligation Bonded Debt

(as of November, 2000)

Issue ⁵	Date of Issue	Outstanding Principal
Road and Bridge Bonds	04/01/86	\$ 80,000
Building & Equipment Bonds	08/01/86	230,000
Building Bonds	11/01/86	240,000
Jail Bonds	12/15/86	155,000
Building Bonds	09/01/88	240,000
Public Improvement Bonds	01/01/91	80,000
Road & Bridge Bonds	04/01/91	525,000
Public Improvement Bonds ⁶	11/01/91	4,420,000
General Obligation Bonds	06/01/93	1,105,000
General Obligation Bonds, Series A	07/01/94	1,120,000
General Obligation Bonds, Series B	07/01/94	560,000
Coliseum/Convention Center Bonds ⁷	07/01/95	7,510,000
Public Improvement Bonds, Series 1996A ⁸	04/01/96	6,100,000
Public Improvement Bonds, Series 1996B ⁸	04/01/96	970,000
General Obligation Bonds, Series 1996	08/01/96	5,430,000
General Obligation Bonds, Series 1998	05/01/98	5,630,000
General Obligation Refunding Bonds, Series 1998	10/01/98	13,020,000
General Obligation Bond, Series 2000	06/19/00	10,000,000
General Obligation Jail Bond, Series 2000	10/01/00	3,500,000
Total		\$60,915,000

⁵ Does not include bonds issued by the County for Harrison County School District (See footnote 18).

⁶ These Bonds were issued under Senate Bill 3330, Regular Session, 1994 Mississippi Legislature and Section 19-9-1 et seq., Mississippi Code of 1972, as amended and are repayable with revenue accruing to the County by virtue of Sections 65-33-45 and 65-33-47.

⁷ These bonds are general obligations of the County; however, the County pays the debt service on the bonds from funds supplied to the County by the Mississippi Coast Coliseum Commission which funds will be derived in part from a portion of the proceeds of a three percent (3%) tax on hotel and motel rooms in Harrison County. The County, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the bonds as the same falls due.

⁸ These bonds are general obligations of the County payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon the taxable property within the geographical limits of the County; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the County on or prior to September 1 of that year has transferred money to the bond fund of these bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on these bonds due during the ensuing fiscal year of the County, in accordance with the provisions of the bond resolution of these bonds. The County, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on these bonds as the same falls due.

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Other Outstanding General Obligation Bonded Debt⁹

(as of November, 2000)

Issue	Date of Issue	Outstanding Principal
Harbor & Seaport Bonds ¹⁰	12/01/86	\$ 385,000
Harbor & Seaport Bonds ¹⁰	02/15/87	430,000
General Obligation Ind. Development Bonds ¹⁰	11/01/94	640,000
General Obligation Ind. Development Bonds ¹¹	11/09/94	175,000
Total		\$1,630,000

Other Port Debt¹²

(as of November, 2000)

Issue	Date of Issue	Outstanding Principal
Pass Christian Port Bonds	06/01/86	\$ 85,000
Long Beach Port Bonds	06/01/86	60,000
Biloxi Port Bonds	11/01/86	50,000
Total		\$ 195,000

⁹All bond issues shown in this chart are outstanding general obligation debt issued pursuant to Section 59-9-37, Mississippi Code of 1972, as amended, and subject only to the separate twenty percent (20%) debt limitation thereunder.

¹⁰ Same as footnote 8.

¹¹ Same as footnote 8; the Harrison County Development Commission pays the debt service on these bonds pursuant to a -0-% loan received from Coast Electric Power Association.

¹² These Bonds were issued under Authority of Code Section 59-13-1 through 59-13-15 general obligation bonds of the County payable by tax levy on all taxable property in County and are not subject to 15% and 20% general obligation debt limitation of the County.

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Other Outstanding Debt¹³

(as of November, 2000)

Issue	Date of Issue	Outstanding Principal
Promissory Note (Capital Projects and Equipment Acquisition Program) ¹⁴	05/01/99	\$2,147,738
Biloxi, Mississippi Tax Increment Limited Obligation Bonds ¹⁵	10/01/99	6,000,000
Total		\$8,147,738

¹³The County has approved (i) a loan with the Mississippi Development Bank in an amount not to exceed \$7,500,000 payable from any legally available revenues of the County for the purpose of providing funds for certain infrastructure improvements which loan is expected to become an obligation of the County on or about January 3, 2001; however, said loan is not a general obligation indebtedness of the County and the taxing power of the County is not pledged to the payment of said loan; and (ii) a loan with the Mississippi Development Bank in an amount of not to exceed \$15,000,000 for certain improvements in connection with E-911 services for the County payable from legally available revenues of the County which loan is expected to become an obligation of the County on or about December 18, 2000 with the proceeds thereof to be drawn down in multiple advances; however, said loan is not a general obligation indebtedness of the County and the taxing power of the County is not pledged to the payment of said loan.

¹⁴ The full amount available under the Promissory Note is \$9,000,000, however, the County has only drawn down \$3,228,750 to date.

¹⁵ Debt incurred by the City of Biloxi of \$12,000,000; Harrison County is responsible for half of the total debt requirement.

FY Ending September 30	Existing Debt ¹⁶			New Issue			Estimated Total Debt Service
	Principal	Interest	Total	Principal	Interest	Total	
2000	\$ 3,340,000.00	\$ 3,007,555.52	\$ 6,347,555.52	\$ 0.00	\$	\$	\$
2001	3,655,000.00	3,254,056.34	6,909,056.34	0.00			
2002	3,830,000.00	3,232,447.43	7,062,447.43	90,000.00			
2003	3,345,000.00	3,038,882.00	6,383,882.00	95,000.00			
2004	3,420,000.00	3,819,679.50	6,239,679.50	100,000.00			
2005	2,555,000.00	2,652,549.26	6,207,549.26	105,000.00			
2006	3,770,000.00	2,456,190.76	6,226,190.76	110,000.00			
2007	3,890,000.00	2,251,716.26	6,141,716.26	115,000.00			
2008	4,100,000.00	2,012,686.26	6,112,686.26	125,000.00			
2009	4,330,000.00	1,821,633.76	6,151,633.76	130,000.00			
2010	4,580,000.00	1,586,467.52	6,166,467.52	135,000.00			
2011	3,750,000.00	1,332,536.26	5,082,536.26	145,000.00			
2012	3,975,000.00	1,121,031.26	5,096,031.26	150,000.00			
2013	3,620,000.00	917,131.26	4,537,131.26	160,000.00			
2014	3,070,000.00	721,211.26	3,791,211.26	170,000.00			
2015	2,365,000.00	544,196.26	2,909,196.26	180,000.00			
2016	2,510,000.00	417,660.00	2,927,660.00	190,000.00			
2017	1,380,000.00	272,130.00	1,652,130.00	0.00			
2018	1,455,000.00	202,990.00	1,657,990.00	0.00			
2019	1,060,000.00	130,100.00	1,190,100.00	0.00			
2020	1,120,000.00	75,020.00	1,195,020.00	0.00			
2021	290,000.00	8,410.00	298,410.00	0.00			
Total	\$66,410,000.00	\$33,876,280.91	\$100,286,280.91	\$2,000,000.00	\$	\$	\$

¹⁶ Includes the \$10,000,000 General Obligation Bond, Series 2000 of the County purchased by the Mississippi Development Bank from the proceeds of its \$10,000,000 Special Obligation Bonds, Series 2000 (Harrison County, Mississippi General Obligation Bond Project) which were sold as variable rate bonds. The debt service for purposes of this chart was calculated assuming a variable rate of 5% per annum.
 Also includes the \$3,500,000 General Obligation Jail Bond, Series 2000 of the County purchased by the Mississippi Development Bank from the proceeds of its \$3,500,000 Special Obligation Bonds, Series 2000 (Harrison County, Mississippi General Obligation Jail Bond Project) which were sold as variable rate bonds. The debt service for purposes of this chart was calculated assuming a variable rate of 5.8% per annum.

¹⁷ Interest rates set forth on front cover.

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Fiscal Year Ended September 30					
Issue	2000	1999	1998	1997	1996
Road & Bridge Bonds (04/01/86)	\$ 80,000	\$ 155,000	\$ 225,000	\$ 295,000	\$ 360,000
Building & Equipment Bonds (08/01/86)	230,000	445,000	645,000	830,000	1,005,000
Building Bonds (11/01/86)	460,000	670,000	865,000	1,045,000	1,215,000
Harbor and Seaport Bonds (12/01/86)*	385,000	560,000	725,000	880,000	1,025,000
Jail Bonds (12/15/86)	155,000	225,000	290,000	350,000	410,000
Harbor and Seaport Bonds (02/15/87)*	430,000	620,000	800,000	970,000	1,130,000
Building Bonds (09/01/88)	240,000	305,000	365,000	420,000	470,000
Public Improvement Bonds (01/01/91)	80,000	155,000	225,000	290,000	350,000
Road & Bridge Bonds (04/01/91)	525,000	595,000	660,000	720,000	775,000
Public Improvement Bonds (11/01/91)	4,680,000	4,920,000	5,160,000	5,400,000	5,520,000
General Obligation Bonds (06/01/93)	1,105,000	1,435,000	2,215,000	2,490,000	2,765,000
General Obligation Bonds Series A (07/01/94)	1,120,000	1,360,000	1,905,000	2,115,000	2,315,000
General Obligation Bonds Series B (07/01/94)	560,000	680,000	2,950,000	3,055,000	3,155,000
Industrial Development Bonds (11/01/94)*	685,000	730,000	770,000	810,000	810,000
Industrial Development Bonds (11/09/94)*	175,000	220,000	265,000	310,000	355,000
Coliseum/Convention Ctr. Bonds (07/01/95)	7,510,000	8,065,000	8,590,000	9,085,000	9,555,000
Public Improvement Bonds, Series A (04/01/96)	6,100,000	6,295,000	6,475,000	6,645,000	6,800,000
Public Improvement Bonds Series B (04/01/96)	970,000	1,005,000	1,040,000	1,070,000	1,100,000
General Obligations Bonds (08/01/96)	5,430,000	5,630,000	5,820,000	6,000,000	6,000,000
General Obligation Bonds (04/01/98)	5,630,000	5,820,000	6,000,000	-0-	-0-
General Obligation Refunding Bonds (11/1/98)	13,020,000	13,020,000	-0-	-0-	-0-
General Obligation Bonds (06/19/00)	10,000,000	-0-	-0-	-0-	-0-
Total	\$59,570,000	\$52,910,000	\$54,990,000	\$51,780,000	\$54,115,000

¹⁸Includes general obligation indebtedness of the County subject to the 15% and 20% general statutory debt limitations of the County, as well as general obligation indebtedness of the County subject to the 20% debt limitation under Section 59-9-37, Mississippi Code of 1972, as amended (indicated by an *).

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Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2000	\$59,570,000	3.87%
1999	52,910,000	4.90
1998	54,990,000	5.36
1997	51,780,000	5.29
1996	54,115,000	5.50

Underlying General Obligation Indebtedness

(as of September, 2000)

Municipalities	1990 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Biloxi	46,319	\$295,436,984	\$16,245,000	\$ 362.37
D'Iberville	7,200	29,622,046	-0-	-0-
Gulfport	40,775	431,030,329	42,191,000	1,034.72
Long Beach	15,804	85,432,390	2,355,000	149.01
Pass Christian	5,557	44,711,709	-0-	-0-

(as of September, 2000)

School Districts	Current Assessed Valuation	Total General Obligation Bonded Debt
Biloxi Public School District	\$266,319,136	\$ -0-
Gulfport Public School District	315,817,820	27,458,715
Long Beach School District ¹⁹	72,828,068	2,528,000
Pass Christian Public School District	127,259,150	10,410,000
Harrison County School District ²⁰	347,973,402	19,520,000

¹⁹ As of February, 2000.²⁰ As of February, 2000; The outstanding general obligation debt includes the following: \$510,000 General Obligation School Bonds, dated 1/1/84 issued by the County for Harrison County School District; \$1,270,000 General Obligation Construction Bonds, dated 3/1/87 issued by the County for Harrison County School District; \$22,360,000 General Obligation School Bonds, Series 1997, dated 3/1/97, issued by Harrison County School District.

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APPENDIX B
NOTICE OF BOND SALE

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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NOTICE OF BOND SALE

\$2,000,000

GENERAL OBLIGATION USM PROJECT BONDS, SERIES 2001

OF

HARRISON COUNTY, MISSISSIPPI

Sealed proposals will be received by the Board of Supervisors of Harrison County, Mississippi (the "Governing Body" of the "County"), in its meeting place in the Courthouse of the County in Biloxi, Mississippi until the hour of 11:30 o'clock a.m. on the 8th day of January, 2001, at which time said bids will be publicly opened and read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Two Million Dollars (\$2,000,000) principal amount General Obligation USM Project Bonds, Series 2001 of the County (the "Bonds").

The Bonds will be dated January 1, 2001, will be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, will be numbered from one upward; will be issued in fully registered form; and will bear interest from the date thereof at the rate or rates offered by the successful bidder in its bid, payable on January 1 and July 1 in each year (each an "Interest Payment Date"), commencing January 1, 2002.

The Bonds will mature serially on January 1 in each year and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2002	\$ 90,000
2003	95,000
2004	100,000
2005	105,000
2006	110,000
2007	115,000
2008	125,000
2009	130,000
2010	135,000
2011	145,000
2012	150,000
2013	160,000
2014	170,000
2015	180,000
2016	190,000

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Bonds maturing on January 1, 2009 and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part, in inverse order of maturity and by lot within a maturity on January 1, 2008, or on any Interest Payment Date thereafter, at par, plus accrued interest to the date of redemption.

The County will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder subject to the following conditions. The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the County, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the Interest Payment Date to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the County maintained by the Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office of the Transfer Agent.

The Bonds will be transferable only upon the records of the County maintained by the Transfer Agent.

The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, and shall mature in the amounts and on the dates hereinabove set forth; no Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate or rates specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity. The lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified; each interest rate specified must be an even multiple of one-eighth of one percent ($1/8$ of 1%) or one-tenth of one percent ($1/10$ of 1%) and a zero rate cannot be named. The interest rate for any one maturity shall not exceed eleven percent (11%) per annum.

The Bonds will be general obligations of the County payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon the taxable property within the geographical limits of the County. The County will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

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The County has applied for bidder's option bond insurance. Bidders should directly contact Holley, Grubbs, Mitcham & Phillips, Jackson, Mississippi for further information prior to the sale date.

The County will not designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Proposals should be addressed to the Board of Supervisors and should be plainly marked "Proposal for General Obligation USM Project Bonds, Series 2001 of Harrison County, Mississippi," and should be filed with the Clerk of the County on or prior to the date and hour hereinabove named.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to Harrison County, Mississippi, in the amount of Forty Thousand Dollars (\$40,000.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the County as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for the opening of proposals and an award of the Bonds, or rejection of proposals, will be made by the County within said period of time.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the County. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the proposal.

The Governing Body reserves the right to reject any and all bids submitted and to waive any irregularity or informality.

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The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (1) the approving legal opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, and Page, Mannino, Peresich & McDermott, A PLLC, the Co-Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County and to the effect that the interest on the Bonds is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986; and (2) the delivery of certificates in form and tenor satisfactory to Co-Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the County, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract.

All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the County; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The Preliminary Official Statement, dated December 18, 2000, has been "deemed final" as of such date by the County with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The County will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The successful bidder shall conform to the requirements of Securities Exchange Act 15c2-12 ("SEC Rule 15c2-12"), including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the County shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The successful bidder shall file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the Closing unless the County has been notified in writing to the contrary by the Representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the

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County of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

The County has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the County will deliver or cause to be delivered annually, commencing with the fiscal year of the County ending after January 1, 2000, to each "nationally recognized municipal securities information repository," within the meaning of SEC Rule 15c2-12, and certain other entities described in SEC Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), (i) annual financial information and operating data relating to the County, including audited financial statements of the County and (ii) notice of certain events, if any, relating to the Bonds and the County, if the County deems such events to be material, as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the Chancery Clerk, Courthouse, 1801 23rd Avenue, Gulfport, Mississippi 39501 Telephone Number: (228) 865-4117.

For additional information concerning the sale and issuance of the Bonds, please contact the Chancery Clerk of the County.

By order of the Board of Supervisors of Harrison County, Mississippi, on December 18, 2000.

/s/ John T. McAdams

CLERK, BOARD OF SUPERVISORS

PUBLISH: December 27, 2000 and January 3, 2001

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APPENDIX C

BUDGETS

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ADOPTED BUDGET FOR FISCAL YEAR 2000-2001

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HARRISON COUNTY, MISSISSIPPI

The Board of Supervisors of Harrison County, Mississippi adopted the following budget for the Harrison County Fiscal Year 2000/2001, to begin October 1, 2000 and to end September 30, 2001. All ordered and done on this the 11th day of September, 2000.

FY 2001 PROPOSED BUDGET

	Governmental Fund Types			Proprietary Funds		Fiduciary Funds	Total
	General	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Non-Expendable Trust	
REVENUES							
Amount Necessary to be Raised by Tax Levy	25031000	16997907		5564011	172000		47764918
Taxes and Ad Valorem other than Tax Levy	244500			13000			257500
Licenses, Commissions and Other Revenue	2236800	2025000					4261800
Fines and Forfeitures	976700						976700
Intergovernmental Revenue:							
Federal Sources	325000	573869					898869
State Sources:							
State Grants	12163760	1185000			350000		13698760
State Shared Revenue	337000	3604000		4590000			8531000
Local Sources:	2149500	736000					2885500
Charges for Services	90000				50000		140000
Use of Money and Property	1400000	270295	120000	288000	32000	117000	2227295
Miscellaneous Revenue	861815	25000			450000		1336815
Other Financing Sources	2500000	500000				2760000	6060000
TOTAL REVENUES	48616078	25917071	120000	10455011	1054000	2877000	89039160
BEGINNING CASH BALANCE	4278768	8839631	18984898	7240271	827848	5065657	44927074
Total Revenue & Beginning Cash Balance	52894846	34756702	18704898	17695282	1681848	7942657	133676235
EXPENDITURES							
General Government	17509802	1640565	193164			1884155	21227688
Public Safety	15927833	1170280	200000		450000	125000	17919114
Public Works	317786	15281050	2000000		504000		18102336
Health and Welfare	4589176	75701	924269				5589146
Culture and Recreation	1802018		506206				2308224
Education		5584000					5584000
Conservation of Natural Resources	121816	143100					264916
Economic Development and Assistance	1548150	1350000	3050000				5948150
Capital Projects			10228095				10228095
Debt Service	3332751	1263866		8657620			13254238
Other Expenditures	3300000	23000					3323000
Other Financing Uses							
Total Expenditures	48449335	26531564	17101735	8657620	1000000	2009155	103749410
Ending Cash Balance	4445511	8225138	1603163	9037662	881848	5933502	30126824
Total Expenditures & Ending Cash Balance	52894846	34756702	18704898	17695282	1681848	7942657	133676235

Bobby Eleuterius
 President
 Harrison County
 Board of Supervisors

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2001 TERM

ADOPTED BUDGET FOR FISCAL YEAR 1999-2000

FY 2000 ADOPTED BUDGET

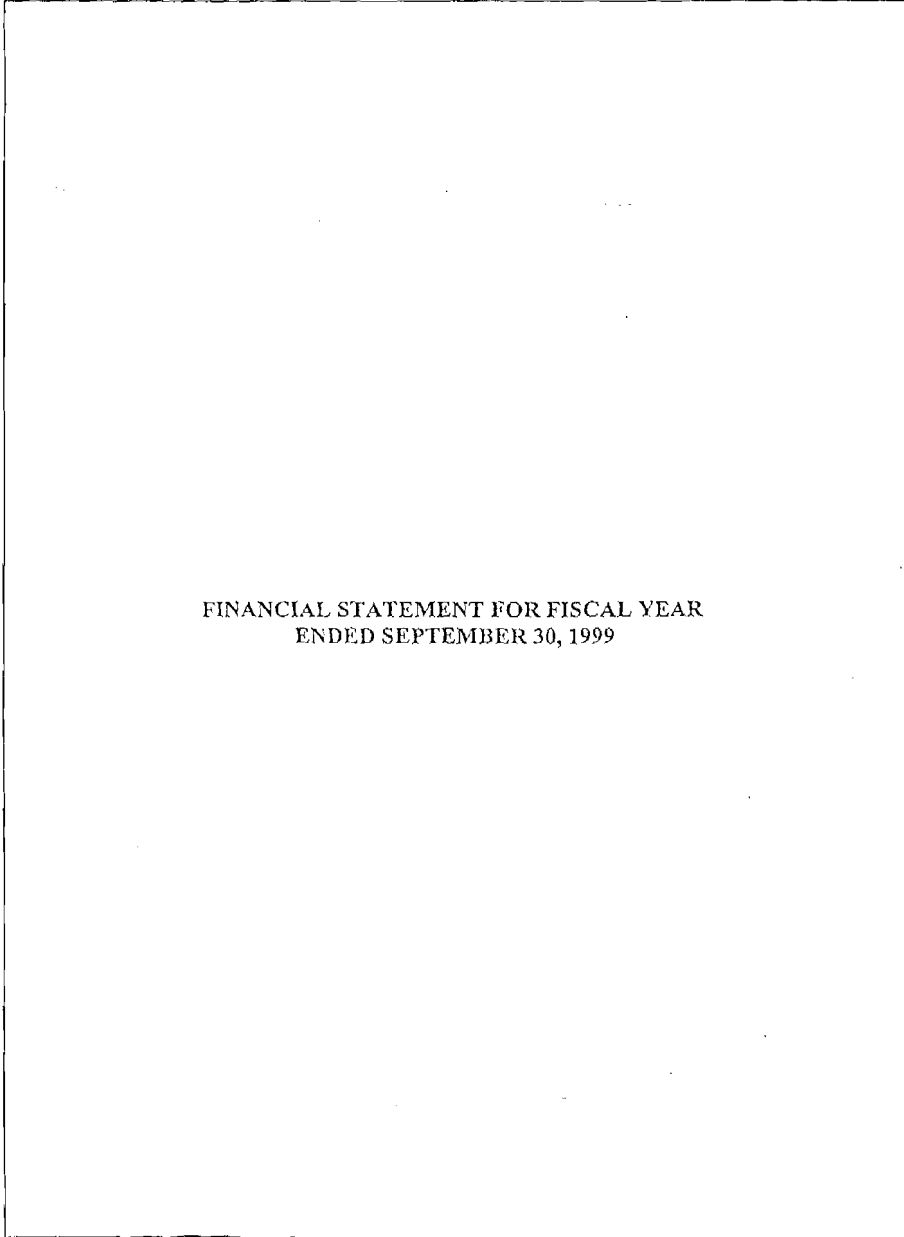
	Governmental Fund Types			Proprietary Funds		Fiduciary Funds		Total
	General	Special Revenue	Capitol Projects	Debt Service	Enterprise	Internal Service	Non-Expendable Trust	
REVENUES								
Amount Necessary to be Raised by Tax Levy	22090240	15100258		3571809	134192			40896499
Taxes and Ad Valorem other than Tax Levy	166000			13000				179000
Licenses, Commissions and Other Revenue	2074500	1930000						4004500
Fines and Forfeitures	808500							808500
Intergovernmental Revenue:								
Federal Sources	350000	160467						510467
State Sources:								
State Grants	10302892	1000550			365000			11668442
State Shared Revenue	232000	3655746		4201175				8088921
Local Sources:	1655940	586532						2242472
Changes for Services	175000				50000			225000
Use of Money and Property	866000	124545	322000	154700	22000			1489245
Miscellaneous Revenue	957061	15000			660000			1632061
Other Financing Sources	2410000	1090259						3500259
TOTAL REVENUES	42088134	23663357	322000	7940684	1231192			75245367
BEGINNING CASH BALANCE	4234783	6332980	14129892	5902635	626849			31227140
Total Revenue & Beginning Cash Balance	46322918	29996337	14451892	13843319	1858041			106472507
EXPENDITURES								
General Government	16321952	1614552	2175000					20111505
Public Safety	13239288	1252624	100000		527000			15118913
Public Works	331376	14894961	1073000		550172			16849510
Health and Welfare	4459779	81693	848760					5390234
Culture and Recreation	1673394		186650					1860044
Education		4725293						4725293
Conservation of Natural Resources	114880	157097						271977
Economic Development and Assistance	1433593	1087797	3122331					5643721
Capital Projects			2299902					2299902
Debt Service	2734057	1138913		6746133				10619103
Other Expenditures	2900000			590259				3490259
Other Financing Uses								
Total Expenditures	43208322	24952933	9805643	7336392	1077172			86380463
Ending Cash Balance	3114595	5043403	4646248	6506927	780869			20092043
Total Expenditures & Ending Cash Balance	46322918	29996337	14451892	13843319	1858041			106472507

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APPENDIX D
AUDIT

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FINANCIAL STATEMENT FOR FISCAL YEAR
ENDED SEPTEMBER 30, 1999



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STATE OF MISSISSIPPI
OFFICE OF THE STATE AUDITOR

PHIL BRYANT
State Auditor

RAMONA HILL, CPA
Director, Financial and Compliance Audit Division

ED YARBOROUGH, CPA, CIA, CFE, CGFM
Director, County Audit Section

HARRISON COUNTY, MISSISSIPPI

Primary Government Financial Statements and Special Reports
For the Year Ended September 30, 1999

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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HARRISON COUNTY

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FINANCIAL SECTION

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State of Mississippi

OFFICE OF THE STATE AUDITOR
 PHIL BRYANT
 AUDITOR

INDEPENDENT AUDITOR'S REPORT
 ON

THE PRIMARY GOVERNMENT FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION

April 19, 2000

Members of the Board of Supervisors
 Harrison County, Mississippi

We have audited the accompanying primary government financial statements of Harrison County, Mississippi, as of and for the year ended September 30, 1999, as listed in the table of contents. These primary government financial statements are the responsibility of the county's management. Our responsibility is to express an opinion on these primary government financial statements based on our audit. We did not audit the financial statements of the Harrison County Correctional Facilities Finance Authority, a blended component unit, which represents 23 percent and four percent, respectively, of the assets and revenues of the General Fund. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the aforementioned blended component unit, is based solely on the report of the other auditors.

Except as discussed in the following paragraph, we conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit and the report of the other auditors provide a reasonable basis for our opinion.

The county did not maintain adequate subsidiary records documenting the existence, completeness and valuation of general fixed assets. Due to the nature of the county's records, we were unable to satisfy ourselves as to the fair presentation of the General Fixed Assets Account Group, reported on the combined balance sheet at \$79,982,241, as of September 30, 1999.

A primary government is a legal entity or body politic and includes all funds, organizations, institutions, agencies, departments and offices that are not legally separate. Such legally separate entities are referred to as component units. In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had we been able to examine evidence regarding general fixed assets described in the third paragraph, based upon our audit and the report of other auditors, the primary government financial statements referred to above present fairly, in all material respects, the financial position of the primary government of Harrison County, Mississippi, as of September 30, 1999, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles.

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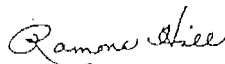
However, the primary government financial statements, because they do not include the financial data of certain component units of Harrison County, Mississippi, do not purport to, and do not present fairly the financial position of Harrison County, Mississippi, as of September 30, 1999, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued a report dated April 19, 2000, on our consideration of Harrison County, Mississippi's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants.

Our audit and the audit of the other auditors was performed for the purpose of forming an opinion on the primary government financial statements of Harrison County, Mississippi, taken as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the primary government financial statements. Such information has been subjected to the auditing procedures applied in the audit of the primary government financial statements and, in our opinion, is fairly stated in all material respects, in relation to the primary government financial statements taken as a whole.



PHIL BRYANT
State Auditor



RAMONA HILL, CPA
Director, Financial and Compliance Audit Division

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HARRISON COUNTY

PRIMARY GOVERNMENT FINANCIAL STATEMENTS

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HARRISON COUNTY
 Combined Balance Sheet - All Fund Types and Account Groups
 September 30, 1999

Exhibit A

	Governmental Fund Types			Fiduciary Fund Types	Account Groups	Totals Memorandum Only Primary Government	
	General	Special Revenue	Debt Service	Trust and Agency	General Fixed Assets	General Long-term Debt	
ASSETS							
Cash and investments (Note 3)	\$ 10,103,921	23,316,063	5,333,039	3,563,606			42,316,629
Other receivables	8,921						8,921
Intergovernmental receivables	1,876,308	176,553					2,052,861
Interfund receivables (Note 4)		374,767	652,897	98,167			1,125,831
Advances to other funds (Note 4)	5,021	238,149	621,466	3,665			868,301
Loans receivable (Note 5)	27,808	15,000					42,808
Lease payments receivable (Note 8)		5,577,400					5,577,400
Fixed assets (Note 6)					79,982,241		79,982,241
Amount available in debt service funds						5,685,936	5,685,936
Amount to be provided for retirement of general long-term debt						72,181,758	72,181,758
Total Assets	\$ 12,021,979	29,697,932	6,607,402	3,665,438	79,982,241	77,867,694	209,842,686
LIABILITIES AND FUND EQUITY							
Liabilities:							
Claims payable	\$ 325,863	472,713					798,576
Amounts held in custody for others				2,988,878			2,988,878
Intergovernmental payables	2,156,362			507,985			2,664,347
Interfund payables (Note 4)	520,325	305,506	300,000				1,125,831
Advances from other funds (Note 4)	26,082	842,219					868,301
Deferred revenue - lease principal payments (Note 8)		4,375,000					4,375,000
Deferred revenue - lease interest payments (Note 8)		1,202,400					1,202,400
Compensated absences liability (Note 9)					1,362,376		1,362,376
Claims and judgments liability (Note 7)					415,058		415,058
General obligation bonds payable (Note 9)					53,930,000		53,930,000
General obligation enterprise bonds payable (Note 9)						4,375,000	4,375,000
Limited obligation bonds payable (Note 9)					13,160,000		13,160,000
Capital leases payable (Note 9)					4,188,475		4,188,475
Other loans payable (Note 9)					436,785		436,785
Total Liabilities	3,028,632	7,197,838	300,000	3,496,863	0	77,867,694	91,891,027

Fund Equity:					79,982,241		79,982,241
Investment in general fixed assets							
Fund balances:							868,301
Reserved for advances	5,021	238,149	621,466	3,665			5,685,936
Reserved for debt service			5,685,936				42,808
Reserved for loans receivable	27,808	15,000					31,372,373
Unreserved	8,960,518	22,246,945		164,910			
Total Fund Equity	8,993,347	22,500,094	6,307,402	168,575	79,982,241	0	117,951,659
Total Liabilities and Fund Equity	\$ 12,021,979	29,697,932	6,607,402	3,665,438	79,982,241	77,867,694	209,842,686

The notes to the financial statements are an integral part of this statement.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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HARRISON COUNTY
 Combined Statement of Revenues, Expenditures and Changes in Fund Balances -
 All Governmental Fund Types and Expendable Trust Funds
 For the Year Ended September 30, 1999

Exhibit B

	Governmental Fund Types			Fiduciary Fund Type	Totals Memorandum Only
	General	Special Revenue	Debt Service	Expendable Trust	Primary Government
Revenues					
Property taxes	\$ 23,452,011	10,160,109	2,280,984		35,893,104
Licenses, commissions and other revenue	2,839,555	2,005,527			4,845,082
Fines and forfeitures	909,072	629,731			1,538,803
Intergovernmental revenues	11,268,134	8,439,408	4,406,090		24,113,632
Charges for services	3,937,467	2,125,790			6,063,257
Use of money and property	1,003,238	1,083,735	507,228	6,862	2,601,063
Miscellaneous revenues	1,269,950	721,983			1,991,933
Total Revenues	<u>44,679,427</u>	<u>25,166,283</u>	<u>7,194,302</u>	<u>6,862</u>	<u>77,046,874</u>
Expenditures					
Current:					
General government	18,799,528	1,425,573		23,001	20,248,102
Public safety	12,799,104	2,228,418			15,027,522
Public works	4,528,440	19,321,487			23,849,927
Health & welfare	4,296,038	74,712			4,370,750
Culture & recreation	2,070,135	109,709			2,179,844
Conservation of natural resources	101,995	95,958			197,953
Economic development & assistance	1,324,267	1,474,333			2,798,600
Capital projects	98,408	2,162,355			2,260,763
Debt service:					
Principal retirement	1,707,547	1,231,338	4,090,000		7,028,885
Interest and fiscal charges	678,473	302,657	3,550,423		4,531,553
Total Expenditures	<u>46,403,935</u>	<u>28,426,540</u>	<u>7,640,423</u>	<u>23,001</u>	<u>87,493,899</u>
Excess of Revenues over (under) Expenditures	<u>(1,724,508)</u>	<u>(3,260,257)</u>	<u>(446,121)</u>	<u>(16,139)</u>	<u>(5,447,025)</u>
Other Financing Sources (Uses)					
Proceeds of other debt	564,292	1,528,078			2,092,370
Proceeds from sale of assets	40,839	325,315			366,154
Insurance recoveries	273,477				273,477
Operating transfers in	1,910,000	1,666,454			3,576,454
Operating transfers out		(2,576,454)	(1,000,000)		(3,576,454)
Lease principal payments		280,000			280,000
Proceeds of refunding bonds			13,020,000		13,020,000
Payment to refunded bonds escrow agent			(12,945,091)		(12,945,091)
Total Other Financing Sources (Uses)	<u>2,788,608</u>	<u>1,223,393</u>	<u>(925,091)</u>	<u>0</u>	<u>3,086,910</u>
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses	<u>1,064,100</u>	<u>(2,036,864)</u>	<u>(1,371,212)</u>	<u>(16,139)</u>	<u>(2,360,115)</u>
Fund Balances					
Beginning of year	7,929,247	24,536,958	7,678,614	184,714	40,329,533
End of year	\$ <u>8,993,347</u>	<u>22,500,094</u>	<u>6,307,402</u>	<u>168,575</u>	<u>37,969,418</u>

The notes to the financial statements are an integral part of this statement.

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HARRISON COUNTY

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HARRISON COUNTY
 Combined Statement of Revenues, Expenditures and Changes in Fund Balances -
 Budget (Non-GAAP Budgetary Basis) and Actual - All Governmental Fund Types
 For the Year Ended September 30, 1999

	General Fund			Special Revenue Funds		
	Budget	Actual	Variance Favorable (Unfavorable)	Budget	Actual	Variance Favorable (Unfavorable)
Revenues						
Property taxes	\$ 23,761,816	23,891,501	129,685	10,297,399	10,297,399	
Licenses, commissions and other revenue	2,460,033	2,533,208	73,175	1,975,156	1,975,156	
Fines and forfeitures	909,072	909,072		629,731	629,731	
Intergovernmental revenues	14,349,152	10,274,210	(4,074,942)	8,262,855	8,262,855	
Charges for services	185,093	3,937,467	3,752,374	2,125,790	2,125,790	
Use of money and property	1,145,999	1,080,615	(65,384)	948,481	948,481	
Miscellaneous revenues	1,338,534	1,527,921	189,387	1,101,695	1,102,650	955
Total Revenues	<u>44,149,699</u>	<u>44,151,994</u>	<u>4,295</u>	<u>25,341,107</u>	<u>25,342,062</u>	<u>955</u>
Expenditures						
General government	22,746,102	22,746,102		2,864,292	2,864,292	
Public safety	12,703,843	12,703,843		2,585,053	2,585,053	
Public works	311,520	311,520		20,080,907	20,080,907	
Health and welfare	4,280,577	4,280,577		75,495	75,495	
Culture and recreation	2,135,365	2,135,365		119,492	119,492	
Conservation of natural resources	101,995	101,995		95,958	95,958	
Economic development and assistance	1,308,731	1,308,731		1,468,512	1,468,512	
Debt service	2,328,812	2,328,812		734,240	734,240	
Other costs	270,003	270,003				
Total Expenditures	<u>46,186,948</u>	<u>46,186,948</u>	<u>0</u>	<u>28,023,949</u>	<u>28,023,949</u>	<u>0</u>
Excess of Revenues over (under) Expenditures	(2,037,249)	(2,032,954)	4,295	(2,682,842)	(2,681,887)	955
Other Financing Sources (Uses)	<u>0</u>	<u>2,739,600</u>	<u>2,739,600</u>	<u>2,566,861</u>	<u>971,386</u>	<u>(1,595,475)</u>
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses	(2,037,249)	706,646	<u>2,743,895</u>	(115,981)	(1,710,501)	<u>(1,594,520)</u>
Fund Balances						
Beginning of year	4,281,203	6,945,986		3,558,460	24,971,169	
End of year	\$ <u>2,243,954</u>	<u>7,652,632</u>		<u>3,442,479</u>	<u>23,260,668</u>	

The notes to the financial statements are an integral part of this statement.

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Exhibit C

Debt Service Funds		Variance Favorable (Unfavorable)
Budget	Actual	
2,316,198	2,316,198	
4,299,340	4,299,340	
177,771	177,771	
<u>6,793,309</u>	<u>6,793,309</u>	0
7,123,209	7,123,209	
<u>7,123,209</u>	<u>7,123,209</u>	0
(329,900)	(329,900)	0
<u>(1,590,259)</u>	<u>(1,305,506)</u>	284,753
(1,920,159)	(1,635,406)	284,753
<u>3,102,466</u>	<u>6,959,713</u>	
<u>1,182,307</u>	<u>5,324,307</u>	

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HARRISON COUNTY

Notes to Financial Statements
 For the Year Ended September 30, 1999

(1) Significant Accounting Policies.

A. Financial Reporting Entity.

Harrison County is a political subdivision of the State of Mississippi. The county is governed by an elected five-member Board of Supervisors. Generally accepted accounting principles require Harrison County to present these financial statements on the primary government and its component units which have significant operational or financial relationships with the county.

Management has chosen to omit from these financial statements the following component units which have significant operational or financial relationships with the county. Accordingly, the financial statements do not include the data of all of the county's component units necessary for reporting in conformity with generally accepted accounting principles.

§ Harrison County Development Commission
 § Harrison County Tourism Commission
 § Henderson Point-Pass Christian Isles Water and Sewer District
 § Iberville Water and Sewer District
 § Riverline Hills Water and Sewer District

State law pertaining to county government provides for the independent election of county officials. The following elected and appointed officials are all part of the county legal entity and therefore are reported as part of the primary government financial statements.

§ Board of Supervisors
 § Chancery Clerk
 § Circuit Clerk
 § Justice Court Clerk
 § Purchase Clerk
 § Tax Collector
 § Tax Assessor
 § Sheriff

B. Blended Component Unit.

Certain component units, although legally separate from the primary government, are nevertheless so intertwined with the primary government that they are, in substance, the same as the primary government. Therefore, these component units are reported as if they are part of the primary government. The following component units' balances and transactions are blended with the balances and transactions of the primary government.

The Harrison County Correctional Facilities Finance Authority is a legally separate entity created by the Board of Supervisors. The governing board of the entity consists of the five members of the Board of Supervisors. The entity issued tax exempt bonds to finance the construction of the Harrison County Correctional Facilities for the sole benefit of the county.

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Notes to Financial Statements
 For the Year Ended September 30, 1999

C. Basis of Presentation.

The accompanying financial statements of the primary government have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board. However, the primary government financial statements, because they do not include the financial data of the county's component units, do not present fairly, in all material respects, the financial position and results of operations for the entire reporting entity.

D. Account Classifications.

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 1994 by the Government Finance Officers Association and the *Mississippi County Financial Accounting Manual* as revised in 1993 by the Office of the State Auditor.

E. Fund Accounting.

The financial activities of the county are recorded in individual funds and account groups used to report financial position and results of operations. Fund accounting is used to demonstrate legal compliance and to aid financial management by segregating transactions relating to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts, segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with specific regulations, restrictions or limitations. An account group is a financial reporting device designated to provide accountability for certain assets and liabilities that are not recorded in funds because they do not directly affect net expendable available financial resources. The following fund categories, which are further subdivided into separate "fund types", are utilized by the county:

GOVERNMENTAL FUND TYPES

General Fund - This fund is used to account for all activities of the general government for which a separate fund has not been established.

Special Revenue Funds - These funds are used to account for the proceeds of specific revenue sources (other than expendable trusts) that are legally restricted to expenditures for specified purposes. Special Revenue Funds account for, among others, certain federal grant programs, taxes levied with statutorily defined distributions and other resources restricted as to purpose.

Debt Service Funds - These funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

FIDUCIARY FUND TYPES

Expendable Trust Funds - These funds are used to account for assets held by the county in a formal trustee capacity where the principal and income may be expended in the course of designated operations.

Agency Funds - These funds account for various taxes, deposits and other monies collected or held by the county, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

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ACCOUNT GROUPS - The General Fixed Assets Account Group is used to account for general fixed assets. The General Long-term Debt Account Group is used to account for general long-term debt and certain other liabilities.

F. Basis of Accounting/Measurement Focus.

Governmental Fund Types and Expendable Trust and Agency Funds - All Governmental Funds and Expendable Trust Funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are generally included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used by all Governmental Fund Types, Expendable Trust Funds and Agency Funds. Under this method, revenues are recognized in the accounting period in which they become both available and measurable to finance operations during the year or to liquidate liabilities existing at the end of the year. Available means collected in the current year or soon enough after year end to liquidate liabilities existing at the end of the year. Expenditures are recognized in the accounting period in which the fund liability is incurred. Modifications to the accrual basis of accounting include:

- § Licenses, fees, fines and forfeits and other miscellaneous revenues are recognized when received since they normally are only measurable at that time.
- § Property taxes are recognized as revenue when received because the remaining delinquent property taxes not collected before the close of the fiscal year are considered immaterial. See Note 1L for further explanation.
- § Principal and interest on general long-term debt are recognized when due.
- § Obligations for accumulated unpaid employee benefits are recognized when paid.

G. Cash and Investments.

State law authorizes the county to invest in interest bearing time certificates of deposit for periods of fourteen days to one year with depositories and in obligations of the U.S. Treasury, State of Mississippi, or any county, municipality or school district of this state. Further, the county may invest in certain repurchase agreements.

Cash includes cash on hand, demand deposits, all certificates of deposit and cash equivalents, which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Investments in governmental securities are stated at fair value.

H. Receivables.

Receivables are reported net of allowances for uncollectible accounts, where applicable.

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Notes to Financial Statements
 For the Year Ended September 30, 1999

I. Interfund Receivables/Payables.

Transactions between funds that are representative of short-term lending/borrowing arrangements, and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "interfund receivables/payables." Noncurrent portions of interfund receivables and payables are reported as "advances to/from other funds." Advances between funds are offset by a fund balance reserve account in applicable Governmental Funds to indicate that they are not available for appropriation and are not expendable available financial resources.

J. Fixed Assets.

Fixed assets are not capitalized in the funds used to acquire or construct them. Instead, capital acquisition and construction are reflected as expenditures in Governmental Funds, and the related assets are reported in the General Fixed Assets Account Group. However, the General Fixed Assets Account Group, reported on the accompanying combined balance sheet, is not fairly presented because the county did not maintain adequate subsidiary records documenting the existence, completeness and valuation of general fixed assets.

All purchased fixed assets are stated at cost where historical records are available and at an estimated historical cost where no historical records exist. The extent to which fixed assets costs have been estimated and the methods of estimation are not readily available. Donated fixed assets are recorded at their fair value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of assets or materially extend their respective lives are not capitalized; however, improvements are capitalized. Interest expenditures are not capitalized on general fixed assets. Public domain (infrastructure) fixed assets consisting of certain improvements other than buildings, such as roads, bridges, sidewalks, drainage systems, lighting systems and similar assets that are immovable and of value only to the county, are not capitalized. Depreciation is not provided on general fixed assets.

K. Fund Equity.

Unreserved fund balance represents the amount available for budgeting future operations. Reservations of fund balance represent amounts that are not appropriable or are legally segregated for a specific purpose.

L. Property Tax Revenues.

Numerous statutes exist under which the Board of Supervisors may levy property taxes. The selection of authorities is made based on the objectives and responsibilities of the county. Restrictions associated with property tax levies vary with the statutory authority. The amount of increase in certain property taxes is limited by state law. Generally, this restriction provides that these tax levies shall produce no more than 110% of the amount which resulted from the assessments of the previous year.

The Board of Supervisors, each year at a meeting in September, levies property taxes for the ensuing fiscal year which begins on October 1. Real property taxes become a lien on January 1 of the current year, and personal property taxes become a lien on March 1 of the current year. Taxes on both real and personal property, however, are due on or before February 1 of the next succeeding year. Taxes on motor vehicles and mobile homes become a lien and are due in the month that coincides with the month of original purchase.

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Generally accepted accounting principles require property taxes to be recognized at the levy date if measurable and available. All property taxes are recognized as revenue when received. Real property taxes are recognized as revenue when received because most delinquent real property taxes are collected by selling real property for taxes, together with all fees, penalties and damages accruing until date of sale, before the close of the fiscal year. The remaining amount of real property not sold for taxes at the tax sale is considered immaterial; therefore, no end of year delinquent taxes receivable is recorded. The amount of delinquent personal property taxes unpaid at year end is also considered immaterial. Motor vehicle and mobile home taxes do not meet the measurability and collectibility criteria for property tax recognition because the lien and due date cannot be established until the date of original purchase occurs.

M. Intergovernmental Revenues in Governmental Funds.

Intergovernmental revenues, consisting of grants, entitlements and shared revenues, are usually recorded in Governmental Funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

N. Compensated Absences.

The county has adopted a policy of compensation for accumulated unpaid employee personal leave. No payment is authorized for accrued major medical leave. Generally accepted accounting principles require accrual of accumulated unpaid employee benefits in Governmental Funds to the extent that they are to be paid with current assets and the remainder of the liability to be reported in the General Long-term Debt Account Group, representing the county's commitment to fund such costs from future operations. Due to immateriality, the current portion of the liability was not estimated and reported in the Governmental Funds. Therefore, the county's full liability in the amount of \$1,362,376 for accumulated unpaid personal leave up to a maximum of 30 days per employee is reported in the General Long-term Debt Account Group of the accompanying combined balance sheet.

O. Total Column on Primary Government Financial Statements.

The total column on the primary government financial statements is captioned "Memorandum Only" to indicate that it is presented only to facilitate financial analysis. Data in this column does not present financial position and results of operations in conformity with generally accepted accounting principles. Neither is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

(2) Stewardship, Compliance and Accountability.

A. Budgetary Information.

Statutory requirements dictate how and when the county's budget is to be prepared. Generally, in the month of August, prior to the ensuing fiscal year beginning each October 1, the Board of Supervisors of the county, using historical and anticipated fiscal data and proposed budgets submitted by the Sheriff, the Tax Assessor and the Tax Collector for his or her respective department, prepares an original budget for each of the Governmental Funds for said fiscal year. The completed budget for the fiscal year includes for each fund every source of revenue, each general item of expenditure and the unencumbered cash and investment balances. When during the fiscal year it appears to the Board of Supervisors that budgetary estimates will not be met, it may make revisions to the budget.

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The county's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year end and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

B. Budget/GAAP Reconciliation.

The following schedule reconciles the amounts on the Combined Statement of Revenues, Expenditures and Changes in Fund Balances - Budget (Non-GAAP Budgetary Basis) and Actual to the amounts on the Combined Statement of Revenues, Expenditures and Changes in Fund Balances:

Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses

	Governmental Fund Types		
	General	Special Revenue	Debt Service
Budget (Cash Basis)	\$ 706,646	(1,710,501)	(1,635,406)
Increase (Decrease)			
Net adjustment for revenue accruals	(884,649)	(443,962)	264,194
Net adjustment for expenditure accruals	1,242,103	117,599	
GAAP Basis	\$ 1,064,100	(2,036,864)	(1,371,212)

(3) Deposits and Investments.

Deposits:

The carrying amount of the county's total deposits (including the deposits of the Harrison County Correctional Facilities Finance Authority, a blended component unit of Harrison County) with financial institutions at September 30, 1999, was \$35,632,043 and the bank balance was \$38,503,358. The bank balance is categorized below to reflect the level of credit risk assumed by the county at year end.

	<u>Bank Balance</u>
Amount federally insured or collateralized with securities held by the county or its agent in the county's name.	\$ 1,169,005
Amount collateralized with securities held by the pledging financial institution's trust department or agent in the county's name.	<u>37,334,353</u>
Total Bank Balance	<u>\$ 38,503,358</u>

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Investments:

The county's investments at year end are shown below. All of the county's investments are either insured or registered or are held by the county or its agent in the county's name.

	Fair Value/ Carrying Amount	Cost
U.S. government securities		
J.C. Bradford account	\$ 4,559,767	4,559,767
U.S. Treasury notes and bills of the Harrison County Correctional Facilities Finance Authority	2,124,819	2,118,655
Total	\$ 6,684,586	6,678,422

(4) Interfund Receivables and Payables.

The composition of interfund balances at September 30, 1999, consists of the following:

Interfund Receivables/Payables:

Receivable Fund	Payable Fund	Amount
Road maintenance	General Fund	\$ 258,399
Harrison County development	General Fund	15,508
Garbage	General Fund	25,210
Fire districts	General Fund	9,894
State Port at Gulfport	General Fund	15,212
Regional Airport Authority	General Fund	2,037
Special reappraisal	General Fund	20,142
D'Iberville water and sewer	General Fund	2,351
Pass Christian water and sewer	General Fund	503
Bridge and culvert	General Fund	22,153
Wastewater district	General Fund	3,358
General county B & I sinking	General Fund	42,293
School district B & I sinking	General Fund	5,098
Gulf Coast Community College maintenance	General Fund	53,140
Gulf Coast Community College capital	General Fund	45,027
County port B & I sinking	Block grant	55,506
County port B & I sinking	1994 bond fund	250,000
County port B & I sinking	General county B & I sinking	300,000
Total		\$ 1,125,831

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Advances to/from Other Funds:

Receivable Fund	Payable Fund	Amount
General Fund	Harrison County wastewater	\$ 5,021
Emergency - 911	Harrison County wastewater	125,000
Sheriff's canteen	General Fund	22,417
General obligation bond - 1994	General obligation bond - 1993	90,732
General county B & I sinking	Harrison County wastewater	621,466
Unemployment compensation	General Fund	3,665
		<u>\$ 868,301</u>
Total		

(5) Loans Receivable.

Loans receivable at September 30, 1999, consists of the following:

Stryling	Date of Loan	Interest Rate	Maturity Date	Balance Payable
D'Iberville Water and Sewer	7-85	N/A	N/A	\$ 27,808
West Harrison Water and Sewer	2-98	N/A	N/A	<u>15,000</u>
				<u>\$ 42,808</u>
Total				

(6) Fixed Assets.

The General Fixed Assets Account Group balances at September 30, 1999, are as follows:

	Balance Sept. 30, 1999
Land	\$ 4,545,463
Buildings	45,537,130
Improvements other than buildings	1,007,827
Construction in progress	2,325,416
Mobile equipment	10,986,518
Other furniture and equipment	8,035,938
Leased property under capital leases	<u>7,543,949</u>
Total	<u>\$ 79,982,241</u>

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(7) Claims and Judgments.

Risk Financing.

Prior to July 1, 1995, the county financed its exposure to risk of loss related to workers= compensation for injuries to its employees through the South Mississippi Workers= Compensation Self-Insurance Fund, a public entity risk pool. Effective July 1, 1995, the South Mississippi Workers= Compensation Self-Insurance Fund was dissolved through the absorption of its operations by the Mississippi Municipal Service Company. The county purchased an insurance policy from the American Interstate Insurance Company to cover its immediate exposure to worker compensation claims. The policy provides 100% coverage.

The county finances its exposure to risk of loss relating to employee health and accident coverage through the Mississippi Public Entity Employee Benefit Trust, a public entity risk pool. The pool is a claims-servicing organization with the county retaining the risk of loss on all claims to which the county is exposed. Premium payments to the pool are determined on an actuarial basis. The county purchases commercial insurance to cover all claims in excess of premium contributions. Claims expenses and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). Changes in the balances of claims liabilities during the year are as follows:

Unpaid Claims, Beginning of Fiscal Year	\$ 387,984
Plus: Incurred Claims (Including IBNRs)	3,176,500
Less: Claims Payments	<u>3,149,426</u>
Unpaid Claims, End of Fiscal Year	\$ <u>415,058</u>

(8) Capital Leases.

As Lessor:

The county leases the following property with varying terms and options as of September 30, 1999:

Classes of Property	Amount
Vacuum cleaner factory	\$ 3,000,000
Shipbuilding plant	<u>3,000,000</u>
Total	<u>\$ 6,000,000</u>

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The future minimum lease receivables and the present value of the net minimum lease receivables as of September 30, 1999, are as follows:

	Amount
Year Ending September 30:	
2000	\$ 451,575
2001	448,375
2002	439,650
2003	430,575
2004	435,625
Later years	3,371,600
Total Minimum Lease Receivables	5,577,400
Less: Amount representing interest	1,202,400
Present Value of Net Minimum Lease Receivables	\$ 4,375,000

As Lessee:

The county is obligated for the following assets acquired through capital leases as of September 30, 1999:

Classes of Property	General Fixed Assets Group
Mobile equipment	\$ 4,751,457
Other furniture and equipment	2,792,492
Leased Property Under Capital Leases	\$ 7,543,949

The future minimum lease payments together with the present value of the net minimum lease payables as of September 30, 1999, are as follows:

	General Long-term Debt Group
Year Ending September 30:	
2000	\$ 1,533,963
2001	1,520,314
2002	692,259
2003	511,854
2004	359,817
Total Minimum Lease Payments	4,618,207
Less: Amount representing interest	429,732
Present Value of Net Minimum Lease Payments	\$ 4,188,475

(9) Long-term Debt.

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Debt outstanding as of September 30, 1999, consisted of the following:

Description and Purpose	Amount Outstanding	Interest Rates	Final Maturity Date
General Long-term Debt Account Group:			
A. General Obligation Bonds:			
General obligation building and equipment	\$ 445,000	7, 7.75	08-01
Pass Christian port	165,000	7, 7.6	06-01
Long Beach port	115,000	7, 7.6	06-01
General obligation port bonds	145,000	6, 6.75	11-01
General obligation building bonds - Series 1986	670,000	5.6, 6.4	11-01
General obligation jail bonds - Series 1986	225,000	5.4, 6	12-01
Building bonds	305,000	7, 7.5	09-03
General obligation improvement	155,000	5.4, 6.125	09-01
General obligation bonds - Series 1993	1,435,000	4.6, 6.25	06-13
Road and bridge	155,000	6.5, 7	04-01
Road and bridge	595,000	5.8, 8	04-06
County school	815,000	5.8, 6.4	09-02
Harbor and seaport	620,000	5.75, 6.5	02-02
General obligation public improvement	4,920,000	6.25, 8.9	11-11
Harbor and seaport	560,000	5.4, 6	12-01
General obligation bonds - Series 1994 A	1,360,000	5.6, 8	07-14
General obligation bonds - Series 1994 B	680,000	5.6, 5.875	07-14
General obligation bonds - Series 1994	730,000	9	11-09
General obligation convention center	8,065,000	4.9, 5.375	07-10
General obligation public improvement bonds - Series 1996 A	6,295,000	7, 9	04-16
General obligation public improvement bonds - Series 1996 B	1,005,000	5, 6	04-16
General obligation bonds - Series 1996	5,630,000	5.25, 6.6	08-16
General obligation bonds	5,820,000	4.4, 5.8	05-18
General obligation refunding bonds - Series 1998	13,020,000	4 - 5	07-07
Total General Obligation Bonds	\$ 53,930,000		
B. General Obligation Enterprise Bonds:			
General obligation enterprise bonds - Avondale	\$ 1,525,000	7	04-11
General obligation MBIA bonds	2,850,000	2.5	11-17
Total General Obligation Enterprise Bonds	\$ 4,375,000		

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Description and Purpose	Amount Outstanding	Interest Rates	Final Maturity Date
C. Limited Obligation Bonds:			
Special obligation revenue refunding bonds	\$ 13,160,000	4.2, 6	09-07
D. Capital Leases:			
8 fire trucks	\$ 303,706	8.074	10-01
4 1995 Ford F350s, 2 1995 GMC Sierras and 1 1995 Ford F800	13,255	5.95	11-99
Computer equipment	808,266	5.67	08-01
Fire trucks pumper on F800 chassis	482,806	4.19	06-02
Mississippi Power Lighting - Biloxi equipment	32,254	5.5	07-03
Mississippi Power Lighting - Gulfport equipment	127,789	6.5	09-03
Road equipment	395,539	4.69	06-03
Sand beach equipment	426,598	3.95	04-02
Road equipment	857,262	4	06-04
Computer equipment	741,000	4.59	05-04
Total Capital Leases	\$ 4,188,475		
E. Other Loans:			
Fire trucks	\$ 190,058	4.615	04-01
Road equipment	246,727	4.556	06-01
Total Other Loans	\$ 436,785		

Annual debt service requirements to maturity for the following debt reported in the General Long-term Debt Account Group are as follows:

Year Ending September 30	General Obligation Bonds	General Obligation Enterprise Bonds	Limited Obligation Bonds	Other Loans	Total
2000	\$ 6,814,852	451,575	2,122,250	236,345	9,625,022
2001	6,905,310	448,375	2,119,150	230,611	9,703,446
2002	6,390,999	439,650	2,115,500		8,946,149
2003	5,227,913	430,575	2,110,844		7,769,332
2004	5,112,345	435,625	2,111,707		7,659,677
Later years	48,879,046	3,371,600	6,290,200		58,540,846
Total	79,330,465	5,577,400	16,869,651	466,956	102,244,472
Less: Amounts representing interest	25,400,465	1,202,400	3,709,651	30,171	30,342,687
Total at Present Value	\$ 53,930,000	4,375,000	13,160,000	436,785	71,901,785

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Legal Debt Margin - The amount of general obligation bonded debt that can be incurred by the county is limited by state statute. Total outstanding general obligation bonded debt during a year can be no greater than 15% of assessed value of the taxable property within the county, according to the then last completed assessment for taxation. However, the limitation is increased to 20% whenever a county issues bonds to repair or replace washed out or collapsed bridges on the public roads of the county. As of September 30, 1999, the amount of outstanding general obligation bonded debt was equal to 5.35% of the latest property assessments.

Advance Refunding - On October 1, 1998, the county issued \$13,020,000 in general obligation bonds with an average interest rate of 4.70% to advance refund \$11,935,000 of the following outstanding bond issues:

Issue	Average Interest Rate	Outstanding Amount Refunded
General obligation bonds - Series 1993 *	5.59	\$ 5,455,000
General obligation bonds - Series 1994 A **	5.94	4,320,000
General obligation bonds - Series 1994 B ***	5.94	2,160,000

* The general obligation bonds - Series 1993 had an outstanding balance of \$7,200,000 at the time of refunding but only \$5,455,000 of the bond was refunded, leaving a remaining principal balance of \$1,745,000, of which \$310,000 was redeemed during fiscal year 1999.

** The general obligation bonds - Series 1994 A had an outstanding balance of \$5,905,000 at the time of refunding but only \$4,320,000 of the bond was refunded, leaving a remaining principal balance of \$1,585,000, of which \$225,000 was redeemed during fiscal year 1999.

*** The general obligation bonds - Series 1994 B had an outstanding balance of \$2,950,000 at the time of refunding but only \$2,160,000 of the bond was refunded, leaving a remaining principal balance of \$790,000, of which \$110,000 was redeemed during fiscal year 1999.

The net proceeds of \$12,945,091 (including premium of \$255,291 and after payment of \$330,200 in underwriting fees and other issuance costs) were used to purchase U.S. government securities. Those securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the bonds. As a result, those bonds are considered to be defeased, and the liability for those bonds has been removed from the General Long-term Debt Account Group.

The county advance refunded the above bonds to reduce its total debt service payments over the next 15 years by \$230,325; however, the advance refunding resulted in an economic loss (difference between the present values of the debt service payments on the old and new debt) of \$525,661.

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HARRISON COUNTY

Notes to Financial Statements
For the Year Ended September 30, 1999

The following changes occurred in liabilities reported at year end:

Styling	Balance Oct. 1, 1998	Additions	Reductions	Adjustments	Balance Sept. 30, 1999
General Long-term Debt Account Group:					
Compensated absences	\$ 1,312,548	49,828			1,362,376
Claims and judgments	387,984	3,176,500	3,149,426		415,058
General obligation bonds	56,935,000	13,020,000	4,090,000	(11,935,000)	53,930,000
General obligation enterprise bonds	4,655,000		280,000		4,375,000
Limited obligation bonds	14,455,000		1,295,000		13,160,000
Capital leases	3,030,133	2,092,370	1,157,131	223,103	4,188,475
Other loans	866,642		206,754	(223,103)	436,785
Total	\$ 81,642,307	18,338,698	10,178,311	(11,935,000)	77,867,694

The adjustment of \$11,935,000 is to remove general obligation bonds from the General Long-term Debt Account Group that were partially defeased on October 1, 1998. The adjustment of \$223,103 is to reclassify the long-term debt on computer equipment from other loans to capital leases.

(10) Contingencies.

Federal Grants - The county has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the county. No provision for any liability that may result has been recognized in the county's financial statements.

Litigation - The county is party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the county with respect to the various proceedings. However, the county's legal counsel believes that ultimate liability resulting from these lawsuits will not have a material adverse effect on the financial condition of the county.

(11) No Commitment Debt (Not Included in Financial Statements).

No commitment debt is repaid only by the entities for whom the debt was issued and includes debt that either bears the county's name or for which a moral responsibility may exist that is not an enforceable promise to pay. No commitment debt explicitly states the absence of obligation by the county other than possibly an agreement to assist creditors in exercising their rights in the event of default. Because a default may adversely affect the county's own ability to borrow, the principal amount of such debt outstanding at year end is disclosed as follows:

Styling	Balance at September 30, 1999
Industrial revenue bonds and notes	\$ 28,822,521

(12) Joint Ventures.

The county participates in the following joint ventures:

Harrison County is a participant with the Cities of Gulfport, Biloxi, Pass Christian and Diberville in a joint

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HARRISON COUNTY

Notes to Financial Statements
 For the Year Ended September 30, 1999

venture, authorized by Section 39-3-8, Miss. Code Ann. (1972), to operate the Harrison County Library System. The joint venture was created to furnish Harrison County and the cities within Harrison County with library services and is governed by a board consisting of five members, with each entity appointing one member. By contractual agreement, the county's appropriation from the General Fund this year to the joint venture amounted to \$900,941. Complete financial statements for the Harrison County Library can be obtained from the Gulfport branch located in Gulfport, Mississippi.

Harrison County is a participant with the Cities of Gulfport, Biloxi, Pass Christian, D'Iberville and Bay St. Louis in a joint venture, authorized by Section 17-17-307, Miss. Code Ann. (1972), to operate the Harrison County Wastewater and Solid Waste Management Authority. The joint venture 44444 was created to handle and dispose of solid waste within the county and the aforementioned cities and is governed by a board consisting of six members, with each entity appointing one member. In fiscal year 1999, the county's appropriation to the joint venture amounted to \$2,149,483. Complete financial statements for the Harrison County Wastewater and Solid Waste Management Authority can be obtained from the authority at P.O. Box 2049, Gulfport, Mississippi 39502.

Harrison County is a participant with the City of Gulfport in a joint venture, authorized by Section 41-13-15, Miss. Code Ann. (1972), to operate the Memorial Hospital at Gulfport. The joint venture was created to provide medical services for the residents of the metropolitan area and is governed by a board consisting of five members, with each entity appointing two members and the fifth member appointed alternately by the city and the county. While the hospital is basically self-supporting, the city and county both approve the budget and both may issue debt for the hospital. Complete financial statements for the Memorial Hospital at Gulfport can be obtained from the hospital at P.O. Box 1810, Gulfport, Mississippi 39502.

Harrison County is a participant with the cities of Gulfport and Biloxi in a joint venture, authorized by Section 61-3-7, Miss. Code Ann. (1972), to operate the Gulfport-Biloxi Regional Airport Authority. The joint venture was created to provide the Gulfport-Biloxi metropolitan area with air passenger and air freight facilities and is governed by a board consisting of three members, with each entity appointing one member. The county's appropriation to the joint venture amounted to \$115,000. Complete financial statements for the Gulfport-Biloxi Regional Airport Authority can be obtained from the authority at P.O. Box 2127, Gulfport, Mississippi 39502.

(13) Jointly Governed Organizations.

The county participates in the following jointly governed organizations:

Region XIII Commission for Mental Health and Mental Retardation operates in a district composed of the Counties of Hancock, Harrison, Pearl River and Stone. The governing body is a four-member board of commissioners, one appointed by the Board of Supervisors of each of the member counties. Harrison County appropriated \$695,000 to the agency in fiscal year 1999.

Southern Mississippi Planning and Development District operates in a district composed of the Counties of Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jefferson Davis, Jones, Lamar, Marion, Pearl River, Perry, Stone and Wayne. The governing body is a 27-member board of directors, one appointed by the Board of Supervisors of each member county, one from each of the six participating cities and six appointed at large by minority members. The counties contribute only a small part of the entity's total revenues.

Gulf Regional Planning and Development District operates in a district composed of the Counties of Hancock, Harrison and Jackson. The governing body is a nine-member board of directors, three appointed by the Board of Supervisors of each member county. The counties contribute only a small part of the entity's total revenues.

Mississippi Gulf Coast Community College operates in a district composed of the Counties of George, Harrison, Jackson and Stone. The college's board of trustees is composed of 23 members, three each appointed by George

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HARRISON COUNTY

Notes to Financial Statements
 For the Year Ended September 30, 1999

and Stone Counties, eight each appointed by Harrison and Jackson Counties, and one appointed at large. Each county contributes only a very small percentage of the revenues toward the operation and maintenance of the college.

Gulf Coast Community Action Agency operates in the Counties of George, Greene, Hancock and Harrison. The agency's board is composed of 24 members, one each appointed by the Counties of George, Greene, Hancock and Harrison and the Cities of Bay St. Louis, Biloxi, Gulfport and Pass Christian, with the remaining 16 appointed by the private sector. Most of the entity's funding comes through federal grants and the member governments provide only a modest amount of financial support when the grants require matching funds.

Mississippi Coast Transportation Authority operates along the Mississippi Gulf Coast. The authority is composed of the following six members: Harrison County and the Cities of Bay St. Louis, Biloxi, Gulfport, Ocean Springs and Pass Christian. The authority's board is composed of nine members, two each appointed by Harrison County and the Cities of Biloxi and Gulfport and one each appointed by the Cities of Bay St. Louis, Ocean Springs and Pass Christian. Very little financial support comes from the six-member governments.

Harrison-Jackson County Emergency Medical Service District operates in a district composed of the Counties of Harrison and Jackson. The district is presently composed of the following five members: the Counties of Harrison and Jackson and the Cities of Biloxi, Gulfport and Ocean Springs. The district's board is composed of five members, one appointed by each government. Each member government appropriates a modest amount of financial support to the district.

Harrison County Gulf Coast Business Corporation operates in Harrison County. The corporation's board is composed of 36 members, one appointed by the Board of Supervisors and 35 appointed by the chambers of commerce in the county. The county provides no financial support.

Mississippi Regional Housing Authority IV operates in a district composed of the Counties of Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Lamar, Marion, Pearl River, Perry, Stone and Wayne. The governing body is a 15-member board of commissioners, one appointed by the Board of Supervisors of each of the member counties and one appointed at large. The counties generally provide no financial support to the organization.

(14) Defined Benefit Pension Plan.

Plan Description. Harrison County, Mississippi, contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions are established by state law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employees' Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling 1-800-444-PERS.

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HARRISON COUNTY

Notes to Financial Statements
For the Year Ended September 30, 1999

Funding Policy. PERS members are required to contribute 7.25% of their annual covered salary and the county is required to contribute at an actuarially determined rate. The current rate is 9.75% of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature. The county's contributions (employer share only) to PERS for the years ending September 30, 1999, 1998 and 1997 were \$1,854,808, \$1,709,873 and \$1,586,572, respectively, equal to the required contributions for each year.

(15) Subsequent Events.

Subsequent to September 30, 1999, Harrison County issued the following debt obligations:

In May 1999, Harrison County entered into a loan agreement with the Mississippi Development Bank as authorized by Section 31-25-28, Miss. Code Ann. (1972), in an amount not to exceed \$9,000,000 with variable interest rates. The county is allowed to borrow funds as needed. During fiscal year 1999, there were no funds borrowed by the county. Subsequent to September 30, 1999, the county has borrowed \$600,000.

Harrison County and the City of Biloxi have entered into a Tax Increment Financing Plan as authorized by Section 21-45-1, Miss. Code Ann. (1972). In October 1999, the city issued \$12,000,000 in bonds to provide funds to defray the cost of a public improvement project. The county has entered into a tax pledge agreement with the city and has pledged payment of a portion of the principal and interest on the bonds. Payment of the county's portion of the debt service payments will come from the added incremental increase in county ad valorem taxes levied against the real property and improvements on the redevelopment project sites.

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SUPPLEMENTAL INFORMATION

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HARRISON COUNTY
Schedule of Expenditures of Federal Awards
for the Year Ended September 30, 1999

Federal Grantor/ Pass-through Grantor/ Program Title	Federal CFDA Number	Agency or Pass-through Number	Federal Expenditures
MAJOR FEDERAL AWARDS			
Federal Emergency Management Agency/Passed-through the Mississippi Emergency Management Agency Public assistance grant	83.544	047-00000	\$ <u>3,958,451</u>
U.S. Department of Housing and Urban Development/Passed-through the Mississippi Department of Economic and Community Development Community development block grant	14.228	6-054-PF-01	<u>340,023</u>
Total Major Federal Awards			<u>4,298,474</u>
OTHER FEDERAL AWARDS			
U.S. Department of Transportation - National Highway Traffic Safety Administration/Passed-through the Mississippi Department of Public Safety State and community highway safety	20.600	9-RS-124.1	25,000
Federal Highway Administration/Passed-through the Mississippi Department of Transportation Bridge inspection program	20.205	DR NBIS 042B/043B	<u>1,540</u>
Total U.S. Department of Transportation			<u>26,540</u>
U.S. Department of Justice - Office of Justice Programs Local law enforcement block grant	16.592	98LBVX5056	<u>40,716</u>
Corporation for National and Community Service Retired and senior volunteer program	94.002	N/A	72,670
Volunteers in service to America	94.013	N/A	<u>5,550</u>
Total Corporation for National and Community Service			<u>78,220</u>
U.S. Department of Agriculture - Natural Resources Conservation Services Emergency watershed protection project	10.904	N/A	<u>115,831</u>
Federal Emergency Management Agency/Passed-through the Mississippi Emergency Management Agency Emergency management - state and local assistance	83.534	EMA-99-PA-9925	<u>46,750</u>
Total Other Federal Awards			<u>308,057</u>
Total Expenditures of Federal Awards			\$ <u>4,606,531</u>

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note A - Significant Accounting Policies
The accompanying Schedule of Expenditures of Federal Awards is prepared on the modified accrual basis of accounting.

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SPECIAL REPORTS

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State of Mississippi
 OFFICE OF THE STATE AUDITOR
 PHIL BRYANT
 AUDITOR

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER
 FINANCIAL REPORTING BASED ON AN AUDIT OF THE
 PRIMARY GOVERNMENT FINANCIAL STATEMENTS
 PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

April 19, 2000

Members of the Board of Supervisors
 Harrison County, Mississippi

We have audited the primary government financial statements of Harrison County, Mississippi, as of and for the year ended September 30, 1999, and have issued our report thereon dated April 19, 2000. The auditor's report on the primary government financial statements is modified to reflect that the primary government financial statements do not include the financial data of the county's component units, and the report is qualified because the county did not maintain adequate subsidiary records documenting the existence, completeness and valuation of general fixed assets. We did not audit the financial statements of the Harrison County Correctional Facilities Finance Authority, a blended component unit, which represents 23 percent and four percent, respectively, of the assets and revenues of the General Fund. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the aforementioned blended component unit, is based solely on the report of the other auditors. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Harrison County, Mississippi's financial statements are free of material misstatement, we and other auditors performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests and the report of other auditors disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*. However, we noted certain instances of noncompliance that we have reported to the management of Harrison County, Mississippi, in the Independent Auditor's Report on Compliance with State Laws and Regulations and the Independent Auditor's Report on Central Purchasing System, Inventory Control System and Purchase Clerk Schedules dated April 19, 2000, included within this document.

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Internal Control Over Financial Reporting

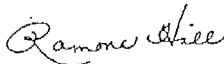
In planning and performing our audit, we and other auditors considered Harrison County, Mississippi's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the primary government financial statements and not to provide assurance on the internal control over financial reporting. However, we noted certain matters involving the internal control over financial reporting and its operation that we consider to be reportable conditions. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control over financial reporting that, in our judgment, could adversely affect Harrison County, Mississippi's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions are described in the accompanying Schedule of Findings and Questioned Costs as items 99-1, 99-2 and 99-3.

A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the primary government financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. Our consideration of the internal control over financial reporting, based on our audit and the report of other auditors, would not necessarily disclose all matters in the internal control that might be reportable conditions and, accordingly, would not necessarily disclose all reportable conditions that are also considered to be material weaknesses. However, of the reportable conditions described above, we consider items 99-1 and 99-2 to be material weaknesses.

This report is intended solely for the information and use of management and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



PHIL BRYANT
State Auditor



RAMONA HILL, CPA
Director, Financial and Compliance Audit Division

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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State of Mississippi

OFFICE OF THE STATE AUDITOR
PHIL BRYANT
AUDITOR

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE
IN ACCORDANCE WITH OMB CIRCULAR A-133

April 19, 2000

Members of the Board of Supervisors
Harrison County, Mississippi

Compliance

We have audited the compliance of Harrison County, Mississippi, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended September 30, 1999. Harrison County, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Harrison County, Mississippi's management. Our responsibility is to express an opinion on Harrison County, Mississippi's compliance based on our audit.

We conducted our audit of compliance in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Harrison County, Mississippi's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Harrison County, Mississippi's compliance with those requirements.

In our opinion, Harrison County, Mississippi, complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended September 30, 1999.

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Internal Control Over Compliance

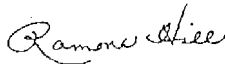
The management of Harrison County, Mississippi, is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Harrison County, Mississippi's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

This report is intended solely for the information and use of management and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



PHIL BRYANT
State Auditor



RAMONA HILL, CPA
Director, Financial and Compliance Audit Division

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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State of Mississippi
OFFICE OF THE STATE AUDITOR
PHIL BRYANT
AUDITOR

INDEPENDENT AUDITOR'S REPORT ON CENTRAL PURCHASING SYSTEM,
INVENTORY CONTROL SYSTEM AND PURCHASE CLERK SCHEDULES
(REQUIRED BY SECTION 31-7-115, MISS. CODE ANN. (1972))

April 19, 2000

Members of the Board of Supervisors
Harrison County, Mississippi

We have made a study and evaluation of the central purchasing system and inventory control system of Harrison County, Mississippi, as of and for the year ended September 30, 1999. Our study and evaluation included tests of compliance of the Purchase Clerk and Inventory Control Clerk records and such other auditing procedures as we considered necessary in the circumstances.

The Board of Supervisors of Harrison County, Mississippi, is responsible for establishing and maintaining a central purchasing system and inventory control system in accordance with Sections 31-7-101 through 31-7-127, Miss. Code Ann. (1972). In addition, the Board of Supervisors is responsible for purchasing in accordance with the bid requirements of Section 31-7-13, Miss. Code Ann. (1972). The Board of Supervisors of Harrison County, Mississippi, has established centralized purchasing for all funds of the county and has established an inventory control system. The objective of the central purchasing system is to provide reasonable, but not absolute, assurance that purchases are executed in accordance with state law.

The county did not maintain adequate subsidiary records documenting the existence, completeness and valuation of general fixed assets.

Because of inherent limitations in any central purchasing system and inventory control system, errors or irregularities may occur and not be detected. Also, projection of any evaluation of the system to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the degree of compliance with the procedures may deteriorate.

The results of our audit procedures disclosed a certain instance of noncompliance with the aforementioned code sections. This instance of noncompliance was considered in forming our opinion on compliance. Our finding and recommendation and your response are disclosed below:

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Inventory Control Clerk.

Finding

Section 7-7-211, Miss. Code Ann. (1972), gives the Office of the State Auditor the authority to prescribe an accounting system for fixed assets. As reported in the prior years' audit reports, the county did not keep records to document the historical cost of the land and buildings shown in the general fixed assets. As of the date of this audit, these records were incomplete. Also, the Inventory Control Clerk's records for construction in progress, reflecting ongoing expenditures for the various construction projects underway during fiscal year 1999, appear to be incomplete and were not readily available for review. Therefore, the Independent Auditor's Report on the Primary Government Financial Statements is qualified because we were unable to satisfy ourselves as to the fair presentation of the county's General Fixed Assets Account Group.

Recommendation

The Inventory Control Clerk should ascertain the historical and/or estimated cost of the land and buildings owned by the county. Also, the Inventory Control Clerk should establish a subsidiary ledger for construction in progress and should ensure that complete and accurate records are maintained for all ongoing construction projects.

Inventory Control Clerk's Response

As mentioned in last year's audit, current appraisals have been obtained and made a part of the files. A very small percentage of property has no information and we are continually working with the Tax Assessor's Office to determine acquisition information. Also, the construction in progress records have been updated.

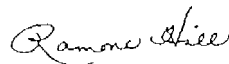
In our opinion, except as explained in the third paragraph and except for the noncompliance referred to in the preceding paragraph, Harrison County, Mississippi, complied, in all material respects, with state laws governing central purchasing, inventory and bid requirements.

The accompanying schedules of (1) purchases not made from the lowest bidder, (2) emergency purchases and (3) purchases made noncompetitively from a sole source are presented in accordance with Section 31-7-115, Miss. Code Ann. (1972). The information contained on these schedules has been subjected to procedures performed in connection with our aforementioned study and evaluation of the purchasing system and, in our opinion, is fairly presented when considered in relation to that study and evaluation.

This report is intended for use in evaluating the central purchasing system and inventory control system of Harrison County, Mississippi, and is not intended to be and should not be relied upon for any other purpose.



PHIL BRYANT
State Auditor



RAMONA HILL, CPA
Director, Financial and Compliance Audit Division

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Schedule I

HARRISON COUNTY
 Schedule of Purchases Not Made From the Lowest Bidder
 For the Year Ended September 30, 1999

Date	Item Purchased	Bid Accepted	Vendor	Lowest Bid	Reasons for Accepting Other Than the Lowest Bid
3-27-99	Breathing units	\$ 50,250	Tupelo Fire Equipment Co.	\$ 48,000	A longer warranty and better test results were needed.
6-14-99	Asphalt testing	134	Quality Engineering	94	The other vendor did not meet certification requirements, and this vendor offered the lowest unit cost.
9-7-99	Four transport vans	23,102 each	Astro Ford, Inc.	21,900	This vendor offered better services than other vendors.
9-7-99	Police sedan	20,039	Astro Ford, Inc.	19,365	This vendor offered better services than other vendors.

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HARRISON COUNTY
 Schedule of Emergency Purchases
 For the Year Ended September 30, 1999

Schedule 2

<u>Date</u>	<u>Item Purchased</u>	<u>Amount Paid</u>	<u>Vendor</u>	<u>Reasons for Emergency Purchase</u>
10-5-98	Repairs	\$ 12,621	Manda's	The office roof of the welfare building was damaged.
10-12-98	Repairs	6,100	Revolution Analytics	Cedar Lake bridge was repaired.
11-2-98	Repairs	36,238	Pamell Construction	Popps Ferry bridge was repaired.
1-25-99	Repairs	6,500	Revolution Analytics	Portage bridge was repaired.
3-8-99	Repairs	46,654	Manda's	The office roof of the adult detention center was damaged.
3-22-99	Repairs	1,923	Simplex Time Recorder	The jail's fire alarm system was repaired.
8-6-99	Parts and labor	1,848	Wastewater Plant Services Corporation	The pump at the West Harrison County Civic Center was repaired.
9-17-99	Repairs	4,180	Coast Elevator Company	The north elevator at the Gulfport courthouse was repaired.

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Schedule 3

HARRISON COUNTY
 Schedule of Purchases Made Noncompetitively From a Sole Source
 For the Year Ended September 30, 1999

Date	Item Purchased	Amount Paid	Vendor
10-8-98	Sentura 8000LX transcriber and accessories	4,216	Stenograph, I. I. C.
10-19-98	Drug trak intelligence management computer software	3,400	Institute of Police Technology and Management
11-2-98	Barber surf rakes	61,621	Lee Tractor Company
11-30-98	Equipment for chancery court reporters	13,180	Lanter Worldwide, Inc.
12-17-98	PERMA-FLEX rubberized all weather ground covering	15,530	American Rubber Technologies, Inc
1-4-99	Sentura 8000LX transcriber and accessories	4,489	Stenograph Corporation
1-11-99	PERMA-FLEX rubberized all weather ground covering	44,450	American Rubber Technologies
1-25-99	Surveillance equipment for narcotic task force	12,574	Audio Intelligence Devices
5-24-99	Software for Doppler radar in civil defense	5,000	Cosmot Broadcasting Corporation
5-24-99	Submersible rain gauge canisters	11,586	C. C. Lynch & Associates, Inc.
8-23-99	Surveillance equipment for narcotics task force	8,469	Audio Intelligence Devices

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State of Mississippi
OFFICE OF THE STATE AUDITOR
PHIL BRYANT
AUDITOR

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE
LAWS AND REGULATIONS

April 19, 2000

Members of the Board of Supervisors
Harrison County, Mississippi

We have audited the primary government financial statements of Harrison County, Mississippi, as of and for the year ended September 30, 1999, and have issued our report thereon dated April 19, 2000. The auditor's report on the primary government financial statements is modified to reflect that the primary government financial statements do not include the financial data of the county's component units, and the report is qualified because the county did not maintain adequate subsidiary records documenting the existence, completeness and valuation of general fixed assets. We did not audit the financial statements of the Harrison County Correctional Facilities Finance Authority, a blended component unit, which represents 23 percent and four percent, respectively, of the assets and revenues of the General Fund. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the aforementioned blended component unit, is based solely on the report of the other auditors. We conducted our audit in accordance with generally accepted auditing standards and the procedures prescribed by the State Auditor, and accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the county's compliance with these requirements. Accordingly, we do not express such an opinion.

The results of our procedures and our audit of the primary government financial statements disclosed certain immaterial instances of noncompliance with state laws and regulations. Our findings and recommendations and your responses are disclosed below:

Justice Court Clerk

I. Finding

Section 9-11B19, Miss. Code Ann. (1972), requires the Justice Court Clerk to make reports and settlements to the Chancery Clerk on a monthly basis. However, the Justice Court Clerk sometimes did not make reports and settlements on a timely basis, and some settlements were several months in arrears.

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Recommendation

The Justice Court Clerk should make timely reports and settlements to the proper authorities.

Justice Court Clerk's Response

Deposits are now made on a daily basis, and cash balances are also determined on a daily basis.

Sheriff:

2. Finding

Section 19-25-74, Miss. Code Ann. (1972), requires the Sheriff to maintain a log of meals served at the county jail. However, the meal log, together with all supporting documentation, was not available for audit and is apparently missing for fiscal year 1999.

Recommendation

The Sheriff should maintain a log of meals, together with all supporting documentation, as required by statute.

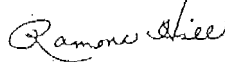
Sheriff's Response

The current Sheriff has maintained a log of all meals along with documentation since January 3, 2000. The documents needed that are missing for the fiscal year 1999, including up to December 31, 1999, are in the possession of the former Sheriff.

This report is intended solely for the information and use of management and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



PHIL BRYANT
State Auditor



RAMONA HILL, CPA
Director, Financial and Compliance Audit Division

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HARRISON COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

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HARRISON COUNTY

Schedule of Findings and Questioned Costs
 For the Year Ended September 30, 1999

Section 1: Summary of Auditor's Results

1. A qualified opinion was issued on the primary government financial statements.
2. As described in Section 2 of this schedule, reportable conditions in internal control over financial reporting were disclosed by the audit of the primary government financial statements. The reportable conditions described in Findings 99-1 and 99-2 are considered material weaknesses.
3. The audit did not disclose any noncompliance which is material to the primary government financial statements.
4. The audit did not disclose any material weaknesses in internal control over major programs.
5. An unqualified opinion was issued on compliance over all major federal award programs.
6. The audit did not disclose any audit findings which are required to be reported under Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included: Public assistance grant, CFDA No. 83.544 and community development block grant, CFDA No. 14.228
8. The threshold for distinguishing Types A and B programs was \$300,000.
9. Harrison County, Mississippi, was not determined to be a low-risk auditee.
10. There are no prior audit findings and questioned costs relative to federal awards which would require the auditee to prepare a Summary Schedule of Prior Audit Findings as discussed in Section 315(b) of OMB Circular A-133.

Section 2: Financial Statement Findings

Inventory Control Clerk.

99-1. Finding

As reported in prior years' audit reports, the county did not keep records to document the historical cost of the land and buildings shown in the general fixed assets. As of the date of this audit, these records were not complete. Therefore, the Independent Auditor's Report on the Primary Government Financial Statements is qualified because we were not able to satisfy ourselves as to the fair presentation of the county's General Fixed Assets Account Group.

Recommendation

The Inventory Control Clerk should ascertain the historical and/or estimated cost of the land and buildings owned by the county.

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Schedule of Findings and Questioned Costs
For the Year Ended September 30, 1999

Justice Court Clerk.

99-2. Finding

As reported in the prior years audit report, internal controls over cash are deficient in several respects. Cash is sometimes not deposited on a daily basis, and some receipts are not promptly entered into the Justice Court computer system. The Justice Court cash journal is not properly maintained, and the cash balances reflected in the journal could not be reconciled to bank balances.

Recommendation

The Justice Court Clerk should re-establish strict internal controls over cash. All receipts should be entered into the Justice Court computer system and cash should be deposited on a daily basis. The Justice Court Clerk should ensure that cash journals are properly maintained and that all bank accounts are reconciled promptly.

Sheriff.

99-3. Finding

As reported in prior years audit reports, the Sheriff maintains a canteen bank account for each inmate. This account allows the inmates to make purchases from the canteen during the inmate's stay at the jail. The inmates' balances, however, are not reconciled to cash in the canteen fund.

Recommendation

The Sheriff should reconcile cash to current inmate balances and transfer excess funds to the county.

Section 3: Federal Award Findings and Questioned Costs

The results of our tests did not disclose any findings and questioned costs related to federal awards.

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AUDITEE=S CORRECTIVE ACTION PLAN

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF THE LETTER OF
RESIGNATION TENDERED BY C. N. WILLIAMS AS A MEMBER OF
THE MISSISSIPPI COAST TRANSIT AUTHORITY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the letter
of resignation tendered by C. N. Williams as a member of the Mississippi Coast
Transit Authority, same being as follows:

C. N. Williams
P.O. Box 6127
Biloxi, MS 39532

December 26, 2000

Mr. Bobby Eleuterius, President
Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502

RE: CTA Board of Commissioners Seat

Dear Bobby:

As you know, my five-year term of appointment to the Coast Transit Authority's
Board of Commissioners expired on October 5, 2000.

Please accept this as my official notice that I will not be able to continue in this
capacity past the expiration of this term. I thank the Board of Supervisors for
their confidence in appointing me to this position.

Sincerely,

C. N. Williams

C. N. Williams

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Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor Bobby Eleuterius moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD
OF SUPERVISORS SUPPORTING THE ENACTMENT
OF LEGISLATION BY THE MISSISSIPPI LEGISLATURE
OF THE MULTI-MODAL TRANSPORTATION
IMPROVEMENT FUND, AND FOR RELATED PURPOSES.

WHEREAS, Mississippi is one of four (4) States in the Nation that does not allocate any dedicated funding for transportation; and

WHEREAS, legislation to enact the Multi-Modal Transportation Improvement Fund has been introduced in previous legislative sessions, and has failed to become enacted; and

WHEREAS, the Coast Transit Authority has requested the Harrison County Board of Supervisors to adopt a Resolution supporting the enactment of legislation creating the Multi-Modal Transportation Improvement Fund.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION I. Upon the adoption of this Resolution, the Harrison County Board of Supervisors does hereby support the enactment of legislation by the Mississippi Legislature creating a Multi-Modal Transportation Improvement Fund.

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SECTION II. That a certified copy of this Resolution shall be forwarded to all Members of the Harrison County Legislative Delegation.

Supervisor Connie Rockco seconded the Motion to adopt the above and foregoing Resolution whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	voted,	<u>Aye</u> ,
Supervisor MARLIN LADNER	voted,	<u>Aye</u> ,
Supervisor LARRY BENEFIELD	voted,	<u>Aye</u> ,
Supervisor CONNIE ROCKCO	voted,	<u>Aye</u> ,
Supervisor WILLIAM MARTIN	voted,	<u>Aye</u> .

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Resolution adopted on this the 8th day of January, 2001.

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COAST TRANSIT AUTHORITY
MEMO

To: Larry Benefield, President Harrison County Board of Supervisors and Members of the Board of Supervisors
From: Reid Hopper Executive Director Coast Transit Authority
Date: January 4, 2001
Subject: Multi-Modal Transportation Improvement Fund


Mississippi is still one of four states in the nation that does not allocate any dedicated funding for transportation. As the 2001 Legislature reconvenes, the Multi-Modal Funding Bill will once again be introduced by Senator Billy Hewes III. I have enclosed a copy of the bill for your review.

As federal funds for transit have grown through TEA-21, so has the need for local and state matching funds. Funding for all modes of transportation including airports, ports, rail and yes MASS TRANSIT, plays an increasing role for economic development on the Mississippi Coast.

On behalf of Coast Transit Authority and Mississippi Public Transit Association, I respectfully request the Harrison County Board of Supervisors adopt a resolution in support of the Multi-Modal Funding Bill and submit the resolution to the Mississippi State Legislature.

Sincerely:

Reid Hopper, Executive Director Coast Transit Authority



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SENATE BILL NO. _____

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Multi-Modal Transportation Improvement Fund. The Multi-Modal Transportation Improvement Fund (the "Fund") is hereby established in the State Treasury as a special fund into which shall be deposited such State funds as may be designated for deposit therein. Unexpended amounts remaining in the Fund at the end of each state fiscal year shall not lapse into the State General Fund, and any interest earned on amounts in the Fund shall be deposited to the credit of the Fund. Money in the Fund shall be expended by the Mississippi Department of Transportation ("MDOT") for the improvement of public ports in Mississippi ("Ports"), public airports in Mississippi ("Airports"), publicly-owned short line railroads in Mississippi ("Railroads"), and public transit systems in Mississippi ("Transit Systems") in accordance with this Act. The foregoing transportation modes are sometimes referred to herein in the singular as a "Mode" or collectively as the "Modes."

SECTION 2. Annual Allocations to the Modes. During each state fiscal year, MDOT will distribute ninety-five percent (95%) of the money in the Fund among the Modes as follows.

- (1) (a) Thirty-eight percent (38%) shall be distributed to Ports;
- (b) Thirty-four percent (34%) shall be distributed to Airports;
- (c) Twelve percent (12%) shall be distributed to Railroads; and
- (d) Sixteen percent (16%) shall be distributed to Transit Systems.

(2) During each state fiscal year, MDOT shall distribute five percent (5%) of the amount in the Fund based on criteria to be established by MDOT, subject to prior approval by the Multi-Modal Fund Committee (the "Multi-Modal Committee"), which is hereby established to consist of the Executive Director of MDOT (or his designee), the Executive Director of the Mississippi Development Authority ("MDA") (or his designee), two (2) directors of Ports appointed by the Port Committee (as defined herein), two (2) directors of Airports appointed by the Airport Committee (as defined herein), two (2) directors of Railroads appointed by the Railroad Committee (as defined herein), and two (2) representatives appointed by the President of the Mississippi Public Transit Association. A majority of the membership of the Multi-Modal Committee shall constitute a quorum. MDOT shall call a meeting of the Multi-Modal Committee for the purpose of considering such matters by August 1 of each state fiscal year.

(3) Funds allocated to each Mode under this Section 2 shall be distributed within each Mode as follows.

- (a) Ports. In order to receive money from the Fund under this Section 2, a Port must file an application with MDOT describing how the funds would be used and providing such

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other information as may be requested by MDOT. Such applications shall be reviewed by the Port Multi-Modal Fund Committee (the "Port Committee"), which is hereby established to consist of the director of each of the Ports (or each director's designee), the Executive Director of MDOT (or his designee), the Executive Director of MDA (or his designee), and the Executive Director of the Mississippi Water Resources Association (or his designee). A majority of the membership of the Port Committee shall constitute a quorum. MDOT shall call a meeting of the Port Committee for the purpose of reviewing and approving such applications by August 1 of each state fiscal year. The Port Committee shall decide which applications shall be approved and the amount of funding for each approved application based upon such criteria as it shall deem appropriate; provided, however, no application shall be approved or funds distributed hereunder to a Port unless the expenditure of such funds: (i) shall be directly related to dredging, capital improvements or the rebuilding or rehabilitation of basic infrastructure and not for routine maintenance, administrative or operational expenses; (ii) shall be for a project or use directly related to the operation of the Port in its modal role; and (iii) shall be for a purpose outside the normal operating budget of the Port.

(b) Airports. In order to receive money from the Fund under this Section 2, an Airport must file an application with MDOT describing how the funds would be used and providing such other information as may be requested by MDOT. Such applications shall be reviewed by the Airport Multi-Modal Fund Committee (the "Airport Committee"), which is hereby established to consist of five (5) directors of Airports appointed by the President of the Mississippi Airport Association (or each director's designee), at least three (3) of which shall represent Airports with commercial passenger service; the Executive Director of MDOT (or his designee); and the Executive Director of MDA (or his designee). A majority of the membership of the Airport Committee shall constitute a quorum. MDOT shall call a meeting of the Airport Committee for the purpose of reviewing and approving such applications by August 1 of each state fiscal year. The Airport Committee shall decide which applications shall be approved and the amount of funding for each approved application based upon such criteria as it shall deem appropriate; provided, however, no application shall be approved or funds distributed hereunder to an Airport unless the expenditure of such funds: (i) shall be directly related to capital improvements or the rebuilding or rehabilitation of basic infrastructure and not for routine maintenance, administrative or operational expenses; (ii) shall be for a project or use directly related to the operation of the Airport in its modal role; and (iii) shall be for a purpose outside the normal operating budget of the Airport.

(c) Railroads. In order to receive money from the Fund under this Section 2, a Railroad must file an application with MDOT describing how the funds would be used and providing such other information as may be requested by MDOT. Such applications shall be reviewed by the Public Railroad Multi-Modal Fund Committee (the "Railroad Committee"), which is hereby established to consist of the director of each of the Railroads (or each director's designee), the Executive Director of MDOT (or his designee); and the Executive Director of MDA (or his designee). A majority of the membership of the Railroad Committee shall constitute a quorum. MDOT shall call a meeting of the Railroad Committee

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for the purpose of reviewing and approving such applications by August 1 of each state fiscal year. The Railroad Committee shall decide which applications shall be approved and the amount of funding for each approved application based upon such criteria as it shall deem appropriate; provided, however, no application shall be approved or funds distributed hereunder to a Railroad unless the expenditure of such funds: (i) shall be directly related to capital improvements or the rebuilding or rehabilitation of basic infrastructure and not for routine maintenance, administrative or operational expenses; (ii) shall be for a project or use directly related to the operation of the Railroad in its modal role; and (iii) shall be for a purpose outside the normal operating budget of the Railroad.

(d) Transit Systems.

- (i) Thirty percent (30%) of the money allocated for Transit Systems under this Section 2 shall be distributed by MDOT to Coast Transit Authority.
- (ii) Thirty percent (30%) of the money allocated for Transit Systems under this Section 2 shall be distributed by MDOT to the City of Jackson Transit System serving the greater Jackson urbanized area.
- (iii) Forty percent (40%) of the money allocated for Transit Systems under this Section 2 shall be distributed by MDOT among the other Transit Systems. In order to receive money from the Fund under this Section 2, any such other Transit System must file an application with MDOT describing how the funds would be used and providing such other information as may be requested by MDOT. Such applications shall be reviewed by the Public Transit Multi-Modal Fund Committee (the "Transit Committee"), which is hereby established to consist of three (3) directors of Transit Systems (other than Coast Transit Authority and the City of Jackson Transit System serving the greater Jackson urbanized area) appointed by the President of the Mississippi Public Transit Association (or each director's designee), the Executive Director of MDOT (or his designee), and the Executive Director of MDA (or his designee). A majority of the membership of the Transit Committee shall constitute a quorum. MDOT shall call a meeting of the Transit Committee for the purpose of reviewing and approving such applications by August 1 of each state fiscal year. The Transit Committee shall decide which applications shall be approved and the amount of funding for each approved application based upon such criteria as it shall deem appropriate.

(4) Multi-Year Funding. When approving applications under this Section 2, the Port Committee, the Airport Committee, the Railroad Committee, and the Transit Committee,

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respectively, are empowered to make commitments for funding for up to three (3) consecutive state fiscal years, subject to the availability of money from the Fund.

SECTION 3. Match Requirement. As a condition for receipt of any money from the Fund, a Port, an Airport, a Railroad or a Transit System shall be required by MDOT to fund from public or private sources no more than ten percent (10%) of the total cost of the project or purpose for which the funds are to be spent. In addition to such other contributions and expenditures as may be deemed acceptable by MDOT, in-kind contributions and expenditures for the following shall be credited toward the non-state match requirement: preconstruction studies, planning and design; personal property acquisition; real property acquisition, reclamation and related relocation costs; professional services; and construction.

SECTION 4. Eligible Expenditures. In addition to such other expenditures as may be deemed appropriate by MDOT or hereunder, money distributed from the Fund in accordance with this Act may be used to meet a federal match requirement and for the following purposes: preconstruction studies, planning and design; personal property acquisition; real property acquisition, reclamation and related relocation costs; professional services; and construction.

SECTION 5. Legislative Oversight Committee.

(1) Administration of this Act shall be subject to oversight by the Special Multi-Modal Legislative Oversight Committee (the "Legislative Oversight Committee"), which is hereby established to consist of the respective Chairmen of the Senate Appropriations Committee, Senate Highways and Transportation Committee, Senate Ports and Marine Resources Committee, House Appropriations Committee, House Transportation Committee, and House Conservation and Water Resources Committee (or each Chairman's designee, who shall be a member of the appropriate committee); one (1) member of the Senate at large to be appointed by the Lieutenant Governor; and one (1) member of the House of Representatives at large to be appointed by the Speaker of the House.

(2) Annually on or before September 1 of each year and at MDOT's sole expense, MDOT shall prepare and submit to the Legislative Oversight Committee a written report on administration of the Fund and the multi-modal transportation system of the state, including without limitation a description of all applications for funding received in accordance with the Act, the status of each application, the criteria used to evaluate such applications, an analysis of the return and benefits from funding projects under this Act, and three-year and ten-year forecasts of multi-modal transportation needs which MDOT recommends to be funded through the Fund. MDOT shall consult with the Port Committee, the Airport Committee, the Railroad Committee, and the Transit Committee, respectively, when preparing such annual report and shall provide sufficient copies thereof at no cost to each such Committee for distribution to the Ports, Airports, Railroads and Transit Systems.

SECTION 6. This Act shall take effect and be in force from and after July 1, 2001.

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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF LETTER FROM THE ZONING
ADMINISTRATOR DATED JANUARY 8, 2001 CONCERNING ZONING
REVIEW FOR "TRADITIONS," CASE FILE NUMBER 0102PC019**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT of the
following letter from the Zoning Administrator dated January 8, 2001
concerning zoning review for "Traditions," case file number 0102PC019:

HARRISON COUNTY
ZONING ADMINISTRATOR

15309-C COMMUNITY ROAD • GULFPORT, MISSISSIPPI 39503
(228) 831-3367/FAX (228) 831-3356



Date: 01/08/01

To: Bobby Eleuterius, District 1 Supervisor
Larry Benefield, District 2 Supervisor
Marlin R. Ladner, District 3 Supervisor
William W. Martin, District 4 Supervisor
Connie M. Rockco, District 5 Supervisor
Joseph Meadows, Board Attorney
Pam Ulrich, County Administrator

From: Patrick Bonck, Zoning Administrator

Re: Zoning review for "Traditions", case file number 0102PC019.

Dear Board Members:

After a careful review of the Harrison County Comprehensive Plan, Zoning Ordinance and the proposed Development Agreement for "Tradition", I find that the land use regulations specified in the Development Agreement and in the State enabling legislation, specifically Mississippi Code Section 19-5-10, provide adequate protection for property owners located both inside and outside of the development by requiring land use regulations that are comparable to, or greater than those currently in effect through the Harrison County Zoning Ordinance. I find that this Master Planned Community as proposed is consistent with the *General Policies Recommended* section of the Harrison County Comprehensive Plan. I recommend approval of the Development Agreement.

Adoption of the Development agreement will affect the Zoning Ordinance and Zoning Map in the following ways:

- 1) No other Zoning related public hearings would be necessary for land uses placed inside the boundary survey of the Master Planned Community except for uses not approved in the Development Agreement.
- 2) Maximum "unit yields" are based upon the total acreage of the master planned community and may change subject to the provisions of Section 501.09 *Unit Yield* of the Harrison County Zoning Ordinance.
- 3) The Zoning Map will be amended to show a Master Planned Community Overlay over the recorded property boundary and identified as "MPC".

Sincerely,

Patrick Bonck

Patrick Bonck, Zoning Administrator

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Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

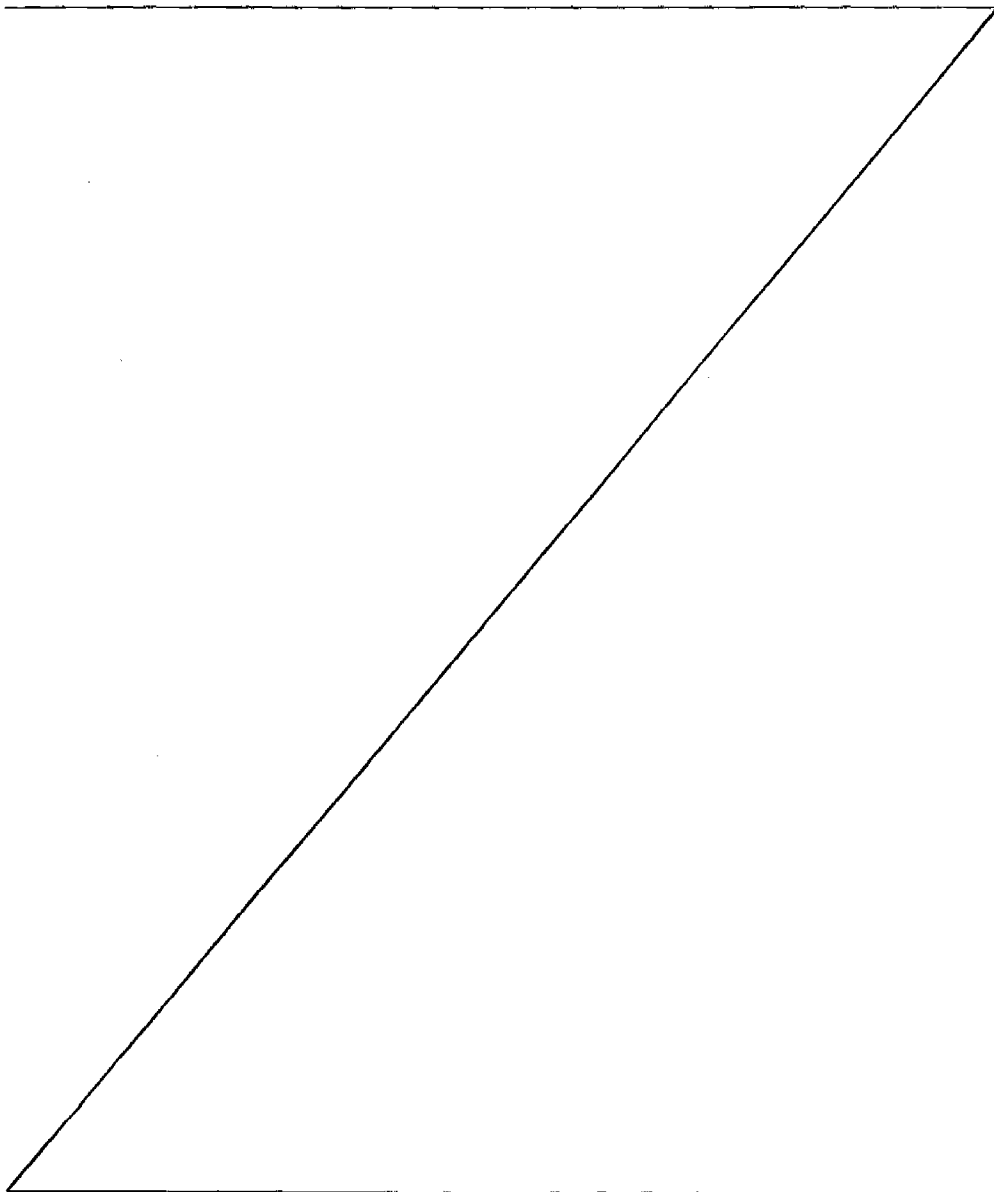
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER APPROVING AMENDED INTERLOCAL COOPERATION
AGREEMENT BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI
AND THE CITY OF D'IBERVILLE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE amended interlocal
cooperation agreement by and between Harrison County, Mississippi and the
City of D'Iberville, same being as follows:



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STATE OF MISSISSIPPI

COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION
AGREEMENT BY AND BETWEEN
HARRISON COUNTY, MISSISSIPPI, AND THE CITY OF D'IBERVILLE

WHEREAS, the citizens of Harrison County, Mississippi, including the municipalities, have expressed a desire to combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County, as evidenced by the fact that the electorate of Harrison County at the polls on November 3, 1987, voted to approve a program for combining law enforcement activities by an overwhelming 67%; and

WHEREAS, the City of D'Iberville and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together to combine governmental activities in the City of D'Iberville in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of D'Iberville and thereby a savings on the amount of taxes required to be paid by the citizens; and

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WHEREAS, the City of D'Iberville, through its governing authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the City of D'Iberville, as more specifically set forth herein, upon payment of certain fees from the City of D'Iberville unto the County of Harrison under the terms and conditions set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi, and the City of D'Iberville, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of the City of D'Iberville.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF D'IBERVILLE, by and through its Mayor and City Council (hereinafter referred to as "THE CITY"), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by § 17-13-1 and § 17-17-5, et. seq., Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the City Manager of the City of D'Iberville, under the direction of its Mayor and governing authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi.

SECTION 2: LAW ENFORCEMENT SERVICES

The County and the City recognize that under Section 135 of the Mississippi Constitution and 19-25-1, et. seq., Miss. Code Annotated 1972, as Amended, the Sheriff of the County is the chief law enforcement officer of the County with criminal jurisdiction

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and civil process jurisdiction throughout the County, both in the unincorporated areas and in the incorporated areas. The County and the City agree that by the execution of this Agreement, the Sheriff shall likewise exercise that authority granted to the City under §21-21-1, et. seq., Miss. Code Annotated 1972, as Amended, and shall act as the chief law enforcement officer on behalf of the City pursuant to his powers as Sheriff and pursuant to the authority herein placed upon him by the City by virtue of said statute.

The County and the City have agreed that pursuant to the foregoing constitutional and statutory authority, all law enforcement services needed and necessary in the City of D'Iberville shall be provided by the County through the Sheriff of Harrison County and his deputies. There shall be created a division of the Harrison County Sheriff's Department which shall be known as and called the City of D'Iberville Division of the Harrison County Sheriff's Department. A sufficient number of deputies who shall serve in their joint capacity as Deputy Sheriff's of Harrison County and as the law enforcement officers of the City of D'Iberville shall be provided to perform the services in and for the City, hereinafter set forth, and said deputies and their patrol cars and/or vehicles and uniforms shall bear distinct

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markings indicating that they are members of the City of D'Iberville Division of the Harrison County Sheriff's Department. The services to be produced by the County in and for the City under this Agreement shall include, but are not limited to, the following:

1. The County, acting through its Sheriff's Office, shall pick up and transport animals, subject to City and County ordinances, to the appropriate shelters. (19-5-50 and 21-19-9, Miss. Code Annotated 1972, as Amended)
2. The County, acting through its Sheriff's Office, shall provide regular patrols within the City in accordance with normal scheduling of patrol officers adequate to cover the City.
3. The County, acting through its Sheriff's Office, shall provide investigative services as necessary to prepare cases for court presentation and to discover violators of the Laws of the City, County and State.
4. The County, acting through its Sheriff's Office, shall provide for all emergency communications, including 911 services. (19-5-301; et. seq., Miss Code Annotated 1972, as Amended)
5. The County, acting through its Sheriff's Office, shall provide housing of City prisoners for the City at a fee of Fifteen Dollars (\$15.00) per city prisoner per day, and the City shall be liable for the cost of any medical services which may be provided so long as the inmate shall remain a city prisoner.
6. The County, acting through its Sheriff's Office, shall provide for service of process for persons residing within the City.

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7. All fines and forfeitures collected by either the Municipal Court of the City, when established, or the Justice Court, County Court or Circuit Court of the County shall be retained by the respective courts in accordance with the law as it now exists. The City will furnish the Sheriff's Office with a report of fines collected as a result of the Sheriff's Deputies' actions. (The authority of the Sheriff being pursuant to the foregoing sections of the law cited, and the authority of the City to operate such Court being established by 21-23-1, Miss. Code Annotated 1972, as Amended.
8. The Sheriff of the County shall furnish to the City Manager of the City and the County Administrator of the County, on or before the 10th day of each month, an activity report of the City of D'Iberville Division of the Harrison County Sheriff's Department which shall set forth arrests, officers assigned to duty, any incidents which may have occurred and any other general information which will be helpful to the City and the County in determining the operation of law enforcement. These reports shall be retained by the respective offices to whom they are furnished and permanently filed in said offices in order to preserve a record of the law enforcement activities conducted under this Agreement.
9. The Sheriff of the County when available, will supplement regular law enforcement offices for the City of D'Iberville with Harrison County Sheriff's Department Auxiliary in any special events within the City of D'Iberville.
10. In the event an officer or officers of the City of D'Iberville are unable to perform their duties, the Sheriff shall provide supplemental officers. The City of D'Iberville will be responsible for reimbursing the Harrison County Sheriff's Department for salaries of said supplemental officers.

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11. Under The Fair Labor Standards Wage and Hour Laws, the City of D'Iberville will be responsible for reimbursing Harrison County Sheriff's Department for any and all Overtime pay for regular law enforcement or supplemental officers including County and State holiday pay.

GENERAL PROVISIONS RELATING TO LAW ENFORCEMENT:

- (a) The City shall furnish a clerk and bailiff to its Municipal Court at its own expense. If the City desires, the Sheriff of the County may commission said bailiff in the same manner as the other officers are commissioned hereunder.
- (b) The County shall furnish the officers to serve the Municipal Court of the City in the manner of the arrest and prosecution of crimes, judgment nisi or any other process which may issue from the Municipal Court of the City, and an officer shall be present when required by said Court as a witness or to any way assist with the proceedings of the Municipal Court of the City in accordance with § 17-13-9 (3) (b) of the 1972 Mississippi Code Annotated, as Amended.
- (c) It is mutually agreed and understood by the County and City that the purpose of these provisions relating to law enforcement is to effect the joint and several enforcement of all the penal laws of the county and state, as well as penal laws which are misdemeanors made a violation of a city ordinance by operation of the provisions of § 21-13-9 of the 1972 Mississippi Code Annotated, as allowed by § 17-13-9 of the 1972 Mississippi Code Annotated, as Amended.
- (d) The City shall provide the vehicles necessary to patrol the City of D'Iberville. These vehicles shall bear the marking "CITY OF D'IBERVILLE" and service only the City of D'Iberville. During the 1999-2000 Fiscal Budget Year the City of D'Iberville will be responsible for any major repairs, beyond regular maintenance, to all Sheriff's vehicles used within the City of D'Iberville.

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- (e) The City of D'Iberville will be considered a member of the Multi-Jurisdictional Narcotics Task Force with asset sharing return of six percent (6%) of seizure, which will assist in providing the Narcotic and Crime Prevention Program in the schools and communities.

- (f) It is agreed and understood that the City is to obtain liability insurance coverage for personnel of the Harrison County Sheriff's Department, naming Harrison County and the Sheriff of Harrison County as named insureds and that these efforts will include coverage of personnel serving the City pursuant to this Agreement. It is further agreed and understood that any litigation arising out of the result of the matters set forth in this Interlocal Agreement shall be handled by the attorney for the Harrison County Board of Supervisors and the attorney for the Sheriff of Harrison County. The City of D'Iberville shall secure the agreement of its insurance carrier for the hiring of the respective attorneys of Harrison County and the Sheriff for any matter arising out of the subject of this Interlocal Agreement.

- (g) It is specifically herein understood that the law enforcement personnel provided by the County under this agreement shall be given authority to enforce municipal city ordinances by the City.

COST OF LAW ENFORCEMENT SERVICES:

The City shall pay unto the County for the law enforcement services to be rendered under this section of the Agreement, for a term extending until the 30th day of September, 2001, the sum of Five Hundred Fourteen Thousand Five Hundred Dollars (\$514,500.00). The aforesaid sum shall be paid by the city unto the County in equal monthly installments, all of said payments to be made on or

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before the 15th day of September, 2001.

SECTION 3: CODE INSPECTOR

The City of D'Iberville will hire its own Code Inspector for the year 2001 and thereafter.

SECTION 4: PARKS AND RECREATION

The City has located within its city limits, now incorporated, various parks and recreational areas. This includes but is not limited to the Rudy Moran Memorial Park and D'Iberville Recreation Complex. The City agrees that it is to maintain, operate and absorb all the costs of operation of these parks, including electric lights, mowing or any maintenance necessary to maintain the parks in a usable and safe condition. Harrison County will have no liability for the use, maintenance or operation of any of the parks and recreational areas located within the City of D'Iberville.

A County position will be funded by the City of D'Iberville at a cost of Thirty One Thousand Five Hundred Dollars (\$31,500.00) which will be paid per year by the County and reimbursed by the City of D'Iberville on or before the 15th day of September, 2000. However, if the City chooses at any time to withdraw funding for this position, then the County will eliminate said position.

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All signature parties hereto, rely on Mississippi Code of 1972, Annotated, §§ 21-37-3, 21-37-41, 21-37-43 and 55-9-1, et. seq.

SECTION 5: FIRE PROTECTION BY CITY OF D'IBERVILLE

Under the former Interlocal Governmental Cooperation Agreement by and between Harrison County, Mississippi, and the City of D'Iberville, the County furnished fire protection for the incorporated area of the City in lieu of the City maintaining its own fire department. The City of D'Iberville has now assumed fire protection for its incorporated area as well as a portion of the County fire district, which is contiguous to the incorporated area of the City. In addition, the City of D'Iberville herein agrees to protect the following areas as first response fire department with the assistance of the North Woolmarket Fire Department as follows: Township 7 South, Section 7 & 6; Township 6 South, Sections 31½, 30½, 19½, 18½, 7½, and 6½. All these areas are within a six (6) minute response time from the City of D'Iberville Fire Department to the unincorporated areas of Harrison County, Mississippi.

- 1) In consideration of the City of D'Iberville assuming the responsibility to provide fire protection to that portion of the County fire district, which is contiguous to the incorporated area of the City of D'Iberville, Harrison County agrees that pursuant to Miss. Code Annotated

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§ 21-17-1, it will declare as surplus all equipment, inventory and other support equipment previously used by the County to provide such fire service.

- 2) If any said inventory or equipment, specifically any fire truck, is not fully paid for or otherwise has a debt service, then this debt service will also be transferred to the City of D'Iberville wherein the City of D'Iberville will hold Harrison County harmless from any payments thereon.
- 3) Upon transfer of the referenced, equipment, inventory and other support equipment, the City of D'Iberville shall be responsible for all maintenance and repairs to the equipment, and shall be responsible for providing any insurance coverage it deems appropriate.
- 4) As consideration for the equipment, inventory and other support equipment, Harrison County shall accept the City of D'Iberville's services of providing fire protection to that portion of the County which is contiguous to its corporate limits.

SECTION 6: ROADS, BRIDGES AND DRAINAGE

The City contains approximately forty-three (43) miles of roads and bridges which have heretofore been maintained by the County and in addition thereto, because of the geographical location of the City in the proximity of the Back Bay of Biloxi, the City has extensive drainage problems requiring daily maintenance and large expenditures for the maintenance of ditches and bridges within the City's limits.

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Under the provisions of § 22-37-3 and § 19-3-41, Mississippi Code of 1972, Annotated, the City and the County have jurisdiction over roads, bridges, and drainage, and the City and the County, pursuant to the provisions of § 65-7-83 and § 65-7-85, for the purposes of this Section of this Agreement, agree to concurrent jurisdiction over roads, bridges and drainage within the municipal boundary limits of the City. The parties further agree that no provision in this agreement waives or extends any person or entity's liability as set forth in § 11-46-1, et. seq. of the 1972 Mississippi Code Annotated (Supp. 1997), referred to as the Mississippi State Tort Claims Act.

The City therefore contracts with the County, the County agreeing thereto upon payment of sums hereinafter set forth, that the County shall provide and perform the following functions for the City:

1. The County shall maintain all roads within the City and provide all equipment and material for the maintenance of said roads at such times and dates as may be required to maintain said roads in a good and safe condition for the citizens of the City.
2. The County shall maintain all drainage ditches, including culverts, pipes, drain tiles or whatever may be necessary to provide for the necessary drainage to protect the roads of the City.

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3. The County will furnish all equipment and labor at its own expense necessary to maintain the roads and bridges and drainage in a good condition for the use of the citizens of the City.
4. The County shall maintain all street signs, traffic control signs and traffic control lights at its own expense, replacing when same shall be necessary.
5. The County shall maintain litter control on the public roads of the City and shall maintain the shoulders and other portions of said roads as the same may be necessary for beautification or safety purposes.

The City agrees to pay to the County for compensation for the services of the maintenance of the roads, bridges and drainage and related services as outlined above. The actual cost annually based on an estimated Four Hundred Ninety-Eight Thousand, Seven Hundred Fifty Dollars (\$498,750.00) for quarterly payments for three quarters and the final quarter adjusted to actual annual cost, less and except the one-half (1/2) of the road and bridge taxes collected by the County within the City's limits and ordinarily paid to the City (under the authority of 65-15-21) which under this Agreement shall be retained in the road fund and credited against the actual annual maintenance cost. This sum shall be paid in monthly installments being due on or before the 15th day of December, 2001. Included within the annual cost of \$482,500.00 will be the salary of five (5) designated employees taken from the Harrison County payroll to be paid by Harrison County. However, if

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the City chooses at any time to withdraw funding for any of these five (5) positions, then the County will eliminate said positions accordingly.

The County shall, through its County Administrator, furnish to the City Manager of the City for the information of the Mayor and City Council, the governing body, a report, no later than sixty (60) days after signing of this Agreement and before the 10th day of each month thereafter during the time this Agreement shall be in effect, of the activities and expenditures allocated in the City to the maintenance of the roads, bridges and drainage located within the City.

The City and the County have agreed that the program of roads, bridges and drainage maintenance herein agreed to is in the best interest of the citizens of the City and the County, and each of the signatory parties hereto agree and pledge their fullest cooperation in the execution of this maintenance agreement. The City shall have the right to make complaints of any failure to perform on behalf of the County to the County Administrator who will forthwith transmit the complaint to the Board of Supervisors for their consideration. The County shall have the right to transmit complaints it may have to the City Manager who shall transmit same to the Mayor and City Council for their

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consideration.

SECTION 7: CAPITAL IMPROVEMENTS

The City and the County recognize that during the life of this Agreement there may arise a need for capital improvements for public facilities to be used in the providing of the services herein provided by the County and the City agree that no capital improvements shall be made or cost incurred for the same without the prior agreement of both the City and the County, insofar as capital improvements relate to any of the services herein being provided by the County to the City.

It is mutually agreed and understood that any future capital improvement activities conducted by the City and the County would be accomplished in accordance with existing laws of the State of Mississippi.

SECTION 8: JOINDER AGREEMENT BY SHERIFF OF HARRISON COUNTY

The City and the County recognize that many of the services provided herein to be rendered and engaged in jointly between the City and the County require the approval and cooperation of the Sheriff of Harrison County, who, while independently operating within the County, nevertheless is budgeted by the Harrison County Board of Supervisors and his activities are necessarily governed by the extent and purposes of the budget approval by the Harrison

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County Board of Supervisors. Therefore, the Sheriff of Harrison County has been fully advised and has cooperated in the formulation of this Agreement and joins herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his respective jurisdiction or subject to his independent action.

SECTION 9: CITY OF D'IBERVILLE SHALL MAINTAIN LIABILITY INSURANCE

The City of D'Iberville and the County herein agree that it shall be the responsibility of the City of D'Iberville to maintain general premises and liability insurance, including the Sheriff's liability insurance, on any matters pertaining to this agreement, including but not limited to, all law enforcement services; any fire services remaining; code administration; parks and recreation services; road, bridge and drainage maintenance; capital improvements or any other matter which is the subject of this Interlocal Cooperative Agreement. The City of D'Iberville will name Harrison County, Mississippi, and the Sheriff of Harrison County as named insureds on the policy or policies and will maintain a limit of liability no less than \$1,000,000.00. It is further agreed and understood that any litigation arising out of the result of the matters set forth in this Interlocal Agreement

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shall be handled by the attorney for the Harrison County Board of Supervisors and the attorney for the Sheriff of Harrison County. The City of D'Iberville shall secure the agreement of its insurance carrier for the hiring of the respective attorneys of Harrison County and the Sheriff for any matter arising out of the subject of this Interlocal Agreement. The City of D'Iberville herein promises and covenants to pay on demand any deductible amount or self insured risk required by said insurance and/or any insurance policy of Harrison County which may be utilized by any person, company or other entity on any claim made against Harrison County, the Sheriff or the City of D'Iberville.

SECTION 10: TERM OF AGREEMENT

This Agreement shall commence when same has been approved by the Attorney General and filed with the Secretary of State and shall expire on the 30th day of June, 2001, which is the end of the current Mayor and City Councilmen's term of office. However, the same shall be subject to renewal by County and City Resolution once the newly elected Mayor and City Councilmen take office on July 1, 2001. The renewal should occur within thirty (30) days after July 1, 2001 which will renew the agreement through the 31st day of December, 2001, provided that no such term may exceed beyond the 31st day of December, 2003, which is the last date the current

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Harrison County Board of Supervisors will serve under this term. It is also agreed and understood that the City and the County shall notify each other, no later than sixty (60) days prior to the 31st day of December, 2001, that they intend to renew the Agreement for another period of time to be agreed upon, but in no event beyond December 31, 2003, and that in failing to do so, the parties may assume that the Agreement will expire on the 31st day of December, 2001 and prepare their annual budgets accordingly. Provided however, this Agreement may be terminated by the mutual agreement of the parties. It is also agreed and understood between the parties that the City shall obtain one of the services herein, which is the subject of this Interlocal Agreement, each year until all services are assumed by the City of D'Iberville.

SECTION 11: AMENDMENT OF THIS AGREEMENT

Pursuant to § 17-13-9 (e) of the 1972 Mississippi Code Annotated, as amended, this agreement may be amended by agreement of the parties including, specifically a resolution of the Harrison County Board of Supervisors and a resolution of the governing board of the City of D'Iberville. Furthermore, after the proper resolutions have been passed, then any amendment to this agreement must be executed by the City of D'Iberville, Sheriff of Harrison County, the individual board members of the Harrison County Board

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of Supervisors and Clerk of the Harrison County Board of Supervisors. Should this agreement be terminated, then all real and personal property titled to the name of Harrison County, Mississippi will revert to its ownership and control and all of the property titled in the name of the City of D'Iberville will thus revert to its ownership and control.

SECTION 12: THE ACQUISITION AND DISPOSING OF REAL AND PERSONAL PROPERTY

The City and County herein agree that any real and/or personal property acquired by City or County shall remain the property of that entity, notwithstanding this agreement. Additionally, the disposal of real and personal property in any manner effected by this agreement shall be made by mutual agreement of the parties and spread on the Minutes of the Harrison County Board of Supervisors and the Minutes of the City Council of the City of D'Iberville.

SECTION 13: APPROVAL BY ATTORNEY GENERAL

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. In the event that disapproval of any section of the services listed herein the authorities of the City and of the County will be required to adopt a newly drafted agreement before said provisions

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in said agreement and the agreement itself shall remain in full force and effect.

The City Manager for the City and the Clerk of the Board of Supervisors of the County shall spread this Agreement after its execution upon the minutes of the respective governing authorities and shall, upon the return of the approval of said Attorney General or its rejection, spread said approval or rejection upon the minutes of the respective governing authorities noting in the minute book that the original recordation where the Attorney General's approval or disapproval may be found on the minutes, and said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi.

IN WITNESS WHEREOF, I, RUSTY QUAVER, Mayor of the City of D'Iberville, the officer duly authorized in the premises by Resolution of the City Council of the City of D'Iberville attached hereto, do hereby set and subscribe my signature on behalf of the City of D'Iberville to the foregoing Interlocal Governmental

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Cooperation Agreement between Harrison County, Mississippi, and the
City of D'Iberville, Mississippi.

WITNESS MY SIGNATURE this, the ____ day of _____,
2000.

Rusty Quave, Mayor
City of D'Iberville

James Comer, Fire Chief
City of D'Iberville

ATTESTED:

City Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT AS TO FORM:

Attorney for the
City of D'Iberville

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IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal Governmental Cooperation 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 OUR SIGNATURES, this, the ____ day of _____, 2000.

HARRISON COUNTY BOARD
OF SUPERVISORS

Sheriff of Harrison County, MS

Bobby Eleuterius, President
Harrison County Board of
Supervisors

Larry Benefield
Supervisor, District 2

ATTEST:

Clerk of the Board

Marlin Ladner
Supervisor, District 3

William Martin

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Supervisor, District 4

Connie Rockco
Supervisor, District Five

Harrison County, Fire Coordinator

Attorney for Harrison County

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Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 8th day of January 2001.

* * *

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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF MEADOWS & RILEY TO
 REPRESENT THE BOARD OF SUPERVISORS IN CIVIL ACTION
 1:00CV-202RG STYLED TRACY LEE WEST V. JOE PRICE, ET AL.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY APPROVE the employment of
 Meadows & Riley to represent the Board of Supervisors in Civil Action
 1:00cv-202RG styled *Tracy Lee West v. Joe Price, et al.*

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the
 above and foregoing Order, whereupon the President put the question to a
 vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The Motion having received the affirmative vote from the majority of
 the Supervisors present, the President then declared the motion carried and
 the Order adopted.

* * *

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Supervisor **MARLIN R. LADNER** moved adoption of the following:

ENTER CLOSED SESSION to discuss whether or not to enter Executive Session to discuss:

1) Litigations involving tax appeals for Imperial Palace, Beau Rivage, and Treasure Bay.

2) Personnel matter with County Administrator concerning position of Skate Park manager.

There was a unanimous vote by the Board to enter closed session.

ALL ORDERED AND DONE, this the 8th day of January 2001.

* * *

Supervisor **CONNIE M. ROCKCO** moved, and Supervisor **WILLIAM W. MARTIN** seconded adoption of the following:

ENTER EXECUTIVE SESSION.

There was a unanimous vote by the Board to enter executive session.

ALL ORDERED AND DONE, this the 8th day of January 2001.

* * *

Supervisor **WILLIAM W. MARTIN** moved, and Supervisor **CONNIE M. ROCKCO** seconded adoption of the following:

RECONVENE FROM EXECUTIVE SESSION.

There was a unanimous vote by the Board to reconvene from Executive Session.

The Board Attorney reported that the Board received an update on the litigations and the personnel matter. No action was taken.

ALL ORDERED AND DONE, this the 8th day of January 2001.

* * *

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ORDERED that the BOARD ADJOURN IN THE SECOND JUDICIAL DISTRICT until
Term in Course.

THIS, the 8th day of January 2001.



PRESIDENT